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**AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, JUNE 1, 2026 6:00 PM**

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Mayor and keep your comments as brief as possible. Individuals addressing the City Council must identify themselves by name prior to making any comments. The City Council will consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Naomi Hogue ____ Jeremy Barnett ____ Daniel Beatie ____ Donald Vieth ____

IV. GENERAL CITY COUNCIL COMMENTS

(During the General City Council Comments section of the agenda, the City Council shall make no decision or take any action except as to request the City Manager to schedule the matter for Council discussion at a later date.)

V. CITY MANAGER REPORT

1. **NEW HIRES**

Maverick McFall, 05/21/2026 – Cemetery Maintenance Worker

2. **PROJECT UPDATES**

• **Police Station**

This project remains on schedule. Metal framing is currently underway, and the layout of the 911 Dispatch Center and jail cells is now clearly taking shape. Steel is being delivered this week. Bids for low-voltage systems, including security cameras and door access systems, are scheduled to be opened on June 20.

• **Fire Station No. 1**

Construction of the building pad began a couple of weeks ago, with footings in process. The slab is expected to be poured within the next couple of weeks. City Staff are continuing to evaluate options for the audio component of the emergency alerting system for station personnel.

• **Skyview Water Tower Project:**

The rehabilitated water tower was successfully returned to service on May 8 with no issues. This item is anticipated to be accepted at the next Council meeting, formally closing out the grant project. We look forward to evaluating how the improvements contribute to enhanced water quality in upcoming testing.

• **Water Treatment Plant Generator Project:**

The generator has been delivered to the site. We are waiting for a date to be set by ONG for installing the meter and connecting service.

• **Wastewater Plant Improvement Project:**

Delays by the contractor in obtaining the valves required for this project caused the City to miss the May 1 construction deadline. While we are still awaiting written confirmation, it appears that DEQ will grant an extension until January 1, 2027 to complete construction.

• **Food Truck Park:**

The design for the new food truck park is nearing completion, and we expect to begin the bidding process within the next few days. The park, to be located on the vacant lot south of City Hall, will be known as “Coweta Commons,” with the food truck area named “The Feedlot.”

We are excited to introduce another venue within the Broadway District that will support event hosting while also providing additional parking for the area. We also extend our thanks to our partners at the Wagoner County Economic Development Authority for their support and matching funds.

VI. CONSENT

(All matters under the “Consent Calendar” are considered by the City Council to be routine and will be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. **MINUTES OF REGULAR MEETING**

Approval of the minutes of the Coweta City Council Regular Meeting held on May 4, 2026.
Marcy Kilgore, City Clerk/Treasurer

2. **MINUTES OF JOINT SPECIAL MEETING**

Approval of the minutes of the Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority Joint Special meeting held on May 5, 2026. (Marcy Kilgore, City Clerk/Treasurer)

3. **RESOLUTION 2026-16, RENEWAL OF SALES TAX AGREEMENT**

Consider action on the adoption of Resolution No. 2026-16, a resolution of the City Council of the City of Coweta, Oklahoma, whereby the City of Coweta, Oklahoma, agrees to make payments to the Coweta Public Works Authority in amounts sufficient to pay principal and interest on the Authority’s 2016 Utility System Revenue Bonds.
Julie Casteen, City Manager

4. **RESOLUTION 2026-21 REGARDING BUDGET AMENDMENTS**

Discuss and consider the approval of Resolution 2026-21, a Resolution of the City Council of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for Fiscal Year ending June 30, 2026; appropriating \$600,000 in the General Fund from unencumbered fund balance for transfers to the Coweta Public Works Authority to comply with the City of Coweta's security agreement related to the indebtedness of the Coweta Public Works Authority.

Julie Casteen, City Manager

5. RESOLUTION 2026-23 REGARDING BUDGET AMENDMENTS

Approval of Resolution 2026-23, a Resolution of the City Council of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for Fiscal Year Ending June 30, 2026; appropriating \$2,494 in the General Fund from unencumbered fund balance 01-5310.009 for the cost of repairs to #22-3850 Pumper Truck for the Fire Department, and appropriating \$6,989 in the General Fund for the receipt of Insurance Claim Proceeds 01-04.03.39.

McKay Hale, Assistant City Manager

6. AGREEMENT WITH KI BOIS COMMUNITY ACTION

Approval and authorization for the mayor to sign a contract with KI BOIS Community Action Foundation in the amount of \$50,000.00 for the provision of transportation services within the City of Coweta, Oklahoma.

Julie Casteen, City Manager

7. SCHOOL RESOURCE OFFICER (SRO) MEMORANDUM OF UNDERSTANDING 2026-2027

Discuss and consider approval of the School Resource Officer MOU, an Understanding of Services provided by the Coweta Police Department to the Coweta Public Schools.

Michael Bell, Police Chief

8. RENEWAL OF STORAGE BUILDING LEASE AGREEMENT

Approval of a 12-month lease for storage of Fire Department and Public Works Department equipment.

Brian Woodward, Fire Chief

9. APPOINTMENT OF MIRANDA HOWARD TO THE LIBRARY BOARD OF DIRECTORS

Confirmation of the Appointment of Miranda Howard to the Library Board of Directors by the Mayor of the City of Coweta, Oklahoma for a term ending June 1, 2029.

Julia Stephens, Library Director

10. APPOINTMENT OF SUE COKER TO THE LIBRARY BOARD OF DIRECTORS

Confirmation of the Appointment of Sue Coker to the Library Board of Directors by the Mayor of the City of Coweta, Oklahoma for a term ending June 1, 2029.

Julia Stephens, Library Director

11. APPOINTMENT OF KAYLA COFFEY TO THE LIBRARY BOARD OF DIRECTORS

Confirmation of the Appointment of Kayla Coffey to the Library Board of Directors by the Mayor of the City of Coweta, Oklahoma for a term ending June 1, 2029.

VII. CONSENT RATIFICATION OF PREVIOUS ACTIONS TAKEN BY THE COWETA CITY COUNCIL ON MAY 4, 2026

1. **MEMORANDUM OF UNDERSTANDING WITH WAGONER COUNTY FOR COMPUTER-AIDED DISPATCH**
MOU between Wagoner County and the City of Coweta for CentralSquare's Computer-Aided Dispatch.
Michael Bell, Police Chief
2. **APPROVAL TO APPLY FOR STATE GRANT FUNDING FOR DISPATCH RADIO CONSOLE REPLACEMENT**
Discuss and consider approval for the Coweta Police Department to submit a grant application to fund the replacement of dispatch radio consoles.
Michael Bell, Police Chief
3. **FISCAL YEAR 2024-2025 AUDITED FINANCIAL REPORT AND OPERATING REPORT**
Presentation of the annual audited Financial Report and Operating Report for the Fiscal Year ended June 30, 2025 for discussion and possible action to acknowledge the receipt thereof.
McKay Hale, Assistant City Manager
4. **RESOLUTION 2026-10 REGARDING BUDGET AMENDMENTS**
Discuss and consider the approval of Resolution 2026-10, a Resolution of the City Council of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for Fiscal Year Ending June 30, 2026; appropriating \$46,100 in the Capital Improvement Fund from unencumbered fund balance for the purchase of a vehicle for the Civil Infrastructure Inspector in the Community Development department, and appropriating \$28,000 in the Grants Fund from unencumbered fund balance for a narcotics inventory control system for the Fire/EMS Department.
McKay Hale, Assistant City Manager
5. **OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD OF TRUSTEES ELECTION BALLOT**
Discussion and consider action related to the casting of a vote for three Trustees to the Oklahoma Municipal Assurance Group.
Julie Casteen, City Manager
6. **EASTERN OKLAHOMA DEVELOPMENT DISTRICT EXECUTIVE COMMITTEE NOMINATION BALLOT**
Discussion and consider action related to the casting of a vote for the appointment of a representative to the Executive Committee for the Eastern Oklahoma Development District.
Julie Casteen, City Manager
7. **FORMAL INVESTIGATION INTO PUBLIC ALLEGATIONS OF MISCONDUCT INVOLVING CITY OFFICIALS AND STAFF**
Discuss and consider possible action to approve, amend, table, or decline to take action on a proposed letter from the City Council to the Chief of Police directing him to initiate a formal investigation into public allegations of misconduct involving city officials and staff, as more

particularly detailed in the proposed letter.

Michael Bell, Police Chief

8. INITIATIVE PETITION REGARDING THE REZONING OF A PARCEL OF LAND GREATER THAN FORTY-NINE (49) ACRES

This item was unanimously voted on May 4, 2026 to decline to adopt Ordinance No. 916 and allow it to go to an election to be held on April 6, 2027. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the Council's action to decline to adopt Ordinance No. 916 on May 4, 2026.

Mayor's presentation to and discussion with the City Council of an Initiative Petition submitted to the City Clerk on March 24, 2026, by Mr. Kenneth Foster, calling for the adoption of an ordinance amending the City's Zoning Code, as more particularly described in the approved Ballot Title, to be submitted to the voters of the City of Coweta for their approval or rejection at a special city election to be held on April 6, 2027. The ballot question to be presented to the voters is as follows:

"Do you approve adoption of Ordinance Number 916 which would amend Section 12-3C-2-4 of the Coweta City Zoning Code to require that any change in the designated zoning district of any parcel of land over 49 acres, after being approved by the City Council, shall then be subject to approval by the voters in the Council Ward in which the land is located and that the City Council may require that the rezoning applicant pay the cost of such election; that no adjacent parcel of any size can be rezoned within 12 months of the election results; and no amount of adjacent properties of any size with the sum of 49 acres or greater shall be rezoned within a span of 24 months?"

Patrick Boulden, City Attorney

9. ORDINANCE NO. 916 - THE REZONING OF A PARCEL OF LAND GREATER THAN FORTY-NINE (49) ACRES SHALL BE SUBJECT TO A SPECIAL ELECTION

Discuss and consider possible action, to approve, table, or decline to take action on Ordinance No. 916 of the City of Coweta; amending Coweta City Code, Title 12, "Zoning", Chapter 12-3 "Administration And Enforcement", Article 12-3C "Amendments", Section 12-3C-2 4 "City Council Action"; inserting a new Subsection "B" which requires that any City Council approval of a rezoning of a parcel of land greater than forty-nine (49) acres shall be subject to approval in a special election voted upon by voters of the ward which contains the proposed rezoning lot; prohibiting the rezoning of certain adjacent properties within twelve (12) and twenty-four (24) periods; providing for severability; and declaring and emergency.

Patrick Boulden, City Attorney

10. WARD 3 APPOINTMENT

Discuss and consider action on the appointment of a candidate to the Ward 3 Council Seat, including possible discussions with applicants Tim Ahlstrom, Todd Griebel, and Billy Embrey, as well as other candidates whose applications were not received by the time this agenda was posted.

Julie Casteen, City Manager

VIII. CONSIDER, DISCUSS AND TAKE ACTION ON ITEMS REMOVED FROM CONSENT

IX. PRESENTATIONS

1. **PRESENTATION OF POLICE RECORDS MANAGEMENT SYSTEM BY CHRIS BERRY WITH CENTRAL SQUARE**

X. ADMINISTRATION

1. **FY26 AUDIT PROPOSAL**

Discuss and consider acceptance of a proposal from Hinkle & Company, PC to provide auditing services for the fiscal year ending June 30, 2026 in the amount of \$34,500, with half being paid by the Coweta Public Works Authority, and authorization for the Mayor and City Manager to accept and sign all documents related to the engagement.

McKay Hale, Assistant City Manager

2. **ORDINANCE 918 - PERMIT REQUIRED FOR EXCAVATION IN PUBLIC RIGHTS-OF-WAY**

An Ordinance of the City of Coweta, Oklahoma; amending Coweta City Code Title 9, "Public Ways and Property", by adding a new Chapter 9-2, "Regulation of Excavation within Public Rights of Way"; establishing regulations for the excavation and occupancy of public rights-of-way; requiring permits for construction, installation, maintenance, repair, replacement, and occupancy within public rights-of-way; establishing application requirements, construction standards, restoration requirements, insurance, bonding, fees, enforcement, and penalties; providing for severability; and declaring an emergency.

Julie Casteen, City Manager

3. **RESOLUTION 2026-12 ON FY27 BUDGET ADOPTION**

Discuss and consider action on the adoption of Resolution No. 2026-12, a resolution of the City Council of the City of Coweta, Oklahoma; adopting the budget for the General Fund, the Street and Alley Fund, the Cemetery Fund, the Library Fund, the Rural Fire Fund, the Self Insurance Fund, the E-911 Fund, the Grants Fund, and the Capital Improvement Fund for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and providing for the investment of these funds; and including any possible amendments to the FY27 Proposed Budget and Financial Plan, including adding, deleting, increasing, or decreasing any appropriations, expenditures, and the amounts thereof.

Julie Casteen, City Manager

4. **JOINT RESOLUTION 2026-15 FY27 MASTER FEE SCHEDULE**

Discuss and consider action on the adoption of Resolution 2026-15, a joint resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; establishing a master fee schedule confirming and modifying fees, fines, and rates charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority to be effective July 1, 2026.

Julie Casteen, City Manager

5. **PUBLIC HEARING FOR CZ 26-02 REZONE FROM RESIDENTIAL SINGLE FAMILY (RS-3) TO RESIDENTIAL DUPLEX (RD) FOR PROPERTY LOCATED AT 325 EAST PECAN STREET**

A public hearing to receive public comment on CZ 26-02, a request to change the zoning for the described property from Residential Single Family (RS-3) to Residential Duplex (RD) by the applicant, YOHO Investments. Located at 325 East Pecan Street, New Coweta City, Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Sixty (60), City of Coweta, Wagoner County, State of Oklahoma.

Jessica Gough

6. **ORDINANCE 917 - CZ 26-02 REZONE FROM RESIDENTIAL SINGLE FAMILY (RS-3) TO RESIDENTIAL DUPLEX (RD) FOR PROPERTY LOCATED AT 325 EAST PECAN STREET**

Discuss and consider action for approval, approval with conditions, or denial of a request by YOHO Investments to rezone from Residential Single Family (RS-3) to Residential Duplex (RD). Located at 325 East Pecan Street, New Coweta City, Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Sixty (60), City of Coweta, Wagoner County, State of Oklahoma.

Jessica Gough

7. **FINAL PLAT - THE WOODS PHASE 4 BLOCKS 18-24**

Discuss and consider action on a request for Final Plat approval of The Woods Phase 4, Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 lots located in part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma

Jessica Gough

8. **RESOLUTION 2026-25 ACCEPTING INFRASTRUCTURE THE WOODS PHASE 4 BLOCKS 18-24**

Discuss and consider action on the adoption of Resolution 2026-25, a Resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain paving, grading, sanitary sewer and drainage improvements as shown on the final plat for The Woods Phase 4 Blocks 18-24 subdivision located in part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

Jessica Gough

9. **FINAL PLAT - THE WOODS PHASE 5 BLOCK 25-31**

Discuss and consider action on a request for Final Plat approval of The Woods Phase 5, Blocks 25-31, a subdivision of approximately 20.475 acres more or less with 107 lots, zoned Residential Single-Family (RS-2). Part of the South Half (S/2) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

Jessica Gough

10. **RESOLUTION 2026-26 ACCEPTING INFRASTRUCTURE THE WOODS PHASE 5 BLOCKS 25-31**

Discuss and consider action on the adoption of Resolution 2026-26, a Resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain paving, grading, sanitary sewer, and drainage improvements as shown on the final plat for The Woods Phase 5, a subdivision of approximately 20.475 acres more or less with

107 lots. Located in part of the South Half (S/2) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

Jessica Gough

11. ORDINANCE 915 - PROPOSED AMENDMENT TO THE CITY OF COWETA ZONING CODE TO ESTABLISH A NEW ZONING CODE CLASSIFICATION - PATIO HOME (PH) DISTRICT (TABLED FROM MAY 4, 2026 CITY COUNCIL MEETING)

Discuss and consider possible action on the approval, approval with conditions, or denial of Ordinance 915, an ordinance amending Coweta City Code Title 12, "ZONING, CHAPTER 12, "RESIDENTIAL DISTRICTS", by adding a new article 12-7F, titled "Ph Patio Home Districts"; establishing a new "Ph – Patio Home District" Classification; Describing The Characteristic Of This Zoning District; Identifying Certain Permitted Principal Uses; Establishing Certain Development Standards, As Well As Site Plan And Platting Requirements; Providing For Severability; And Declaring An Emergency.

Jessica Zwirtz, Community Development Director

12. WARD 3 APPOINTMENT

Discuss and consider action on the appointment of a candidate to the Ward 3 Council Seat, including possible discussions with applicants Tim Ahlstrom, Todd Griebel, Billy Embrey, Michael Dobbins, and Sunny Sisco, as well as other candidates whose applications were not received by the time this agenda was posted.

Julie Casteen, City Manager

13. DISCUSSION AND POSSIBLE ACTION TO SCHEDULE A SPECIAL CITY COUNCIL MEETING TO ADOPT AN ELECTION RESOLUTION TO FILL THE VACANCY IN COUNCIL WARD 3.

Discussion and possible action to schedule a special meeting of the City Council to adopt an election resolution calling for an election to fill the vacancy in Coweta City Council Ward 3 at a special election to be held on August 25, 2026.

Patrick Boulden, City Attorney

XI. NEW BUSINESS

(Business which was not foreseen prior to the posting of the agenda.)

XII. ADJOURNMENT

*If you wish to speak during this meeting, please sign in before the meeting begins using the sign-up sheet located on the table near the podium. Speakers may address only those items listed on the posted agenda. All cell phones and electronic devices must be turned **off** or **set to silent** for the duration of the meeting.*

If you are a person with a disability and require an accommodation to participate, please contact the City Clerk at 918-486-2189 no later than 9:00 a.m. at least two business days prior to the meeting so arrangements can be made.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

The agenda for this meeting was posted at least 24 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The members of the Coweta City Council met in regular session on Monday, May 4, 2026, at 6:00 p.m. at City Hall, 310 S Boradway, Coweta, OK 74429.

COUNCILMEMBERS PRESENT: Naomi Hogue, Jeremy Barnett, Daniel Beatie, Donald Vieth

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. PLEDGE OF ALLEGIANCE GIVEN

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

No comments were made by City Council.

V. CITY MANAGER REPORT

1. NEW HIRES

City Manager Julie Casteen welcomed new hires Jeffrey Downtrain and Justin Gable.

2. PROJECT UPDATES

- **Police Station:** The project is moving along on schedule. The building slab has been poured, and metal framing is set to begin within a couple of weeks. Bids were received for the communications tower and will be considered on this agenda for the award within budget to a local contractor.
- **Fire Station No. 1:** The proofroll passed a few days ago, clearing the way for construction of the building pad, currently scheduled for the week of May 11th.
- **121st Street Bridge:** Utility relocations are in progress. Once the relocation schedule has been finalized, the project will then proceed to bidding and construction. Construction time is anticipated to be four to five months.
- **257th Est Avenue (Midway Road):** Construction on the second lane is underway. This project is scheduled for completion in May or June.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

- **Skyview Water Tower Project:** This project is substantially complete and will be considered for acceptance at an upcoming meeting.
- **Water Treatment Plant Generator:** The generator to power the pumps that send water to town in the event of a power outage is scheduled to be delivered to the water treatment plant in early June. We are looking forward to having this emergency power source in place in time for the storm season.
- **Wastewater Plant Improvement:** Delays in valves needed for this project resulted in the City missing the May 1st construction deadline. The valves are expected in early September, and I am in discussions with DEQ for consideration of a construction extension to December 31, 2026. Any DEQ fines resulting from the delay will be offset by penalties to the contractor.

VI. CORRESPONDENCE

1. LETTER FROM MUSTANG’S ASSISTANT CITY MANAGER JUSTIN BATTLES SEEKING SUPPORT FOR RE-ELECTION TO THE OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD OF TRUSTEES

2. LETTER FROM DURANT’S CITY MANAGER PAM POLK SEEKING SUPPORT FOR RE-ELECTION TO THE OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD OF TRUSTEES

3. LETTER FROM MIDWEST CITY’S CITY MANAGER TIM LYON SEEKING SUPPORT FOR RE-ELECTION TO THE OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD OF TRUSTEES

VII. PRESENTATIONS

1. A PRESENTATION TO AND DISCUSSION WITH THE CITY COUNCIL AND THE CITY MAMANGER REGARDING THE LACK OF RESPONSED TO EMAILS AND WHETHER THE “GHOST” EMAILS ISSUE HAS BEEN RESOLVED, INCLUDING ANY OUTCOMES.

Kathy Foster spoke of the importance of communication for everyone. She asked why Councilmembers did not respond to emails and said that one Councilmember did respond to her. Although they did not agree with her, she appreciated their response and time. She asked about the “ghost” emails that the Councilmembers had spoken about recently.

Ms. Foster was advised that the “ghost” emails has been deferred to Chief Bell. Chief Bell stated that these “ghost” type of emails are happening all over the place and his team is looking into the issue involving Coweta.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

Councilmember Daniel Beatie stated that there was a huge amount of email traffic and that he makes it a point to read every one of them and does try to respond.

Jimmy Rothrock also brought up the lack of communication. He said he has spoken with many people himself. He also added that some Councilmembers had responded to him but one or two of them never sent a response. He told Councilmembers that they need to be respectful and respond even if they do not like what they hear.

Mayor Naomi Hogue stated that there were numerous repetitive emails, some rude and degrading and that is why she did not respond to some. Ms. Hogue said that she had responded to Kathy Foster. She also wishes communication was better, and advises that if someone needs to get a hold of the Councilmembers that they are welcome to contact City Hall.

Vice-Mayor Jeremy Barnett acknowledged that he did not respond to several emails. He explained that many emails had been sent listing all the Councilmembers in the "To:" line. Responding could have resulted in a quorum and violating the open meeting act. Mr. Barnett recommended everyone to blind copy the Councilmembers if they are sending an email to all of them.

David Seals asked if the City had a policy regarding Councilmembers responding to emails.

City Attorney Patrick Boulden told the audience that Councilmembers cannot discuss anything together if three or more are present due to creating a quorum and violating the open meeting act. He also suggested that blind copying Councilmembers in emails was the best practice and currently Councilmembers responding to emails was at their discretion.

VIII. CONSENT

Motion by Naomi Hogue, second by Jeremy Barnett to approve the consent calendar items:

1. Approval of the minutes of the Coweta City Council regular meeting held on March 2, 2026.
2. Approval of the Declaration of Surplus on the following items and authorizing the City Manager to dispose of them accordingly:
 1. Hurst Jaws of Life Rescue System
 2. CAT RP 3600 generator
 3. Phoenix Mosquito Fogger
3. Adoption of Resolution 2026-08, a Resolution of the City Council of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta,

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

Oklahoma, for Fiscal Year ending June 30, 2026; appropriating \$396,697 in the Grants Fund from Fund Balance previously reserved for purchase orders and projects that remained open from the prior fiscal year to be paid in the fiscal year ending June 30, 2026.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Joshua Wilburn
Donald Vieth

IX. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

X. ADMINISTRATION

1. APPROVAL OF THE PURCHASE OF COMPX NARCOTIC TRACKING SOFTWARE AND STORAGE SYSTEM FOR THE FIRE DEPARTMENT

Fire Chief Brian Woodward led discussion and requested possible action related to the purchase of CompX Narcotic storage and tracking software for an approximate cost of \$28,000, paid from the Grants Fund.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the purchases of CompX Narcotic storage and tracking software for an approximate cost of \$28,000, paid from the Grants Fund, and waiving competitive bidding due to the sole source nature of the product.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

2. PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE CITY OF COWETA ZONING CODE TO ESTABLISH A NEW ZONING CODE CLASSIFICATION - PATIO HOME (PH) DISTRICT

A Public Hearing before the City Council was initiated by staff to amend the City of Coweta Zoning Code by adding a new zoning district. A Patio Home (PH) District is a residential district designed as a development of small-lot, single-family, detached residences that support low-maintenance lifestyles and attainable housing options. The district allows compact building footprints, smaller yards. And efficient land use while maintaining compatibility with surrounding residential areas.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

Motion by Naomi Hogue, second by Jeremy Barnett to open the Public Hearing at 6:28 p.m.

Aye: Naomi Hogue
Jeremy Barnett
Dnaiel Betie
Donald Vieth

Comments were received by citizens such as concerns of fires spreading easier, creating a recipe for catastrophe for the city's infrastructure. Other comments included the concern that the city currently does not have enough staff to fix the present infrastructure; how is the city going to be able to take on anymore? Also, the question was asked of where the income would come from for a project like this to pay for the improvements that this would require. Concerns were expressed for emergency vehicle egress as well. There was a call to also require fire resistant material to be used in any PH-zoned area. It was asked if any developer or anyone else approached the city about buying up big lots in this proposed zoning area.

Community Development Director Jessica Zwirtz told the Council that this would be limited to the original town of Coweta. She stated that these would be detached structures not townhouse style homes. She said that the proposed amendment would not lessen the existing street rights-of-way or utility and drainage requirements; that developers would be required to follow all existing fire codes and engineering standards. The amendment will reduce lot width and lot size. All proposed projects will be required to go through a rezoning process with a site plan to be approved by the City Council. The proposed amendment would not interfere with commercial zoning. There are no developers in line, but individual lot owners have raised concerns to the city about issues with building under the existing zoning.

Councilmembers' comments included asking how the amendment might affect the businesses downtown. Statements that this might be a good option to take dilapidated properties and put them to use. It was asked if most of the area was currently zoned RS-3 and if this was just for new builds.

Motion by Naomi Hogue, second by Jeremy Barnett to close the Public Hearing at 6:44 p.m.

Aye: Naomi Hogue
Jeremy Barnett
Dnaiel Betie
Donald Vieth

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

3. ORDINANCE 915 - PROPOSED AMENDMENTS TO THE CITY OF COWETA ZONING CODE TO ESTABLISH A NEW ZONING CODE A CLASSIFICATION-PATIO HOME (PH) DISTRICT

Community Development Director Jessica Zwirtz led discussion and requested possible action related to the approval, approval with conditions, or denial of Ordinance 915, an ordinance amending Coweta City Code Title 12, “ZONING, CHAPTER 12, “RESIDENTIAL DISTRICTS”, by adding a new article 12-7F titled PH PATIO HOME DISTRICTS”; establishing a new “PH – PATIO HOME DISTRICT” CLASSIFICATION; describing the characteristic of this zoning district; identifying certain permitted principal uses; establishing certain development standards, as well as site plan and platting requirements; providing for severability; and declaring an emergency.

Donald Vieth requested more fact gathering to take place before Ordinance 915 is passed.

Motion by Naomi Hogue to approve the adoption of Ordinance 915, an ordinance amending Coweta City Code Title 12, “ZONING, CHAPTER 12, “RESIDENTIAL DISTRICTS”, by adding a new article 12-7F titled PH PATIO HOME DISTRICTS”; establishing a new “PH – PATIO HOME DISTRICT” CLASSIFICATION; describing the characteristic of this zoning district; identifying certain permitted principal uses; establishing certain development standards, as well as site plan and platting requirements; providing for severability; and declaring an emergency.

The motion died due to the lack of a second.

Jessica Zwirtz stated that the proposed amendment would only create a Patio Home (PH) zoning code, and a PUD is not required.

Motion by Donald Vieth, second by Naomi Hogue to table this item until the next meeting scheduled on June 1, 2026.

Aye: Donald Vieth
Naomi Hogue
Jeremy Barnett
Daniel Beatie

4. DISCUSS AND CONSIDER APPROVAL OF PURCHASE OF A 2026 CHEVROLET SILVERADO 1500 CREW CAB TRUCK FOR USE BY THE COMMUNITY DEVELOPMENT DEPARTMENT IN THE AMOUNT OF \$44,070.40 FOR CARTER CHEVROLET

Jessica Zwirtz led discussion and requested possible action related to the purchase of a 2026 Chevrolet Silverado 1500 Crew Cab for use by the Civil Infrastructure Inspector in

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

the amount of \$44,070.40 from Carter Chevrolet to be used the Community Development Department.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the purchase of a 2026 Chevrolet Silverado 1500 Crew Cab for use by the Civil Infrastructure Inspector in the amount of \$44,070.40 from Carter Chevrolet to be used by the Community Development Department.

Joe Zook asked what the process was to match vehicles to positions. He also asked about any personal use of the vehicle being allowed.

David Seals questioned the need for a 4x4 vehicle and asked if the vehicle would be part of a motor pool or assigned to an individual.

Another question asked by the audience was why a crew cab truck was being requested rather than a standard size truck.

Julie Casteen explained that the Department Heads submit their requests which are then evaluated before going to the City Council for approval. Vehicles are usually acquired from a dealer using the Oklahoma state contract price. She also said that vehicles would typically be requested during the budget process. However, the City has a newly created position and the department is in need of the vehicle now. The price difference between a standard cab and a crew cab is minimal and allows the ability to transport more people if needed.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

THE FOLLOWING AGENDA ITEMS WERE CONSIDERED BY THE CITY COUNCIL AFTER 7:00 P.M. WHEN IT WAS LATER DISCOVERED THAT THE ACCESS DOORS TO THE MEETING WERE INADVERTENTLY, AUTOMATICALLY LOCKED. COUNCIL ACTION ON THESE ITEMS WILL BE CONSIDERED FOR RATIFICATION AT THE CITY COUNCIL'S MONDAY, JUNE 1, 2026, REGULAR MEETING.

5. MEMORANDUM OF UNDERSTANDING WITH WAGONER COUNTY FOR COMPUTER AIDED DISPATCH

Police Chief Mike Bell led discussion and requested possible action related to the approval of a MOU between Wagoner County and the City of Coweta for CentralSquare's Computer-Aided Dispatch software.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

Motion by Naomi Hogue, second by Jeremy Barnett to approve a MOU between Wagoner County and the City of Coweta for CentralSquare's Computer-Aided Dispatch software.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

6. APPROVAL TO APPLY FOR STATE GRANT FUNDING FOR DISPATCH RADIO CONSOLE REPLACEMENT

Mike Bell led discussion and requested possible action related to the approval for the Coweta Police Department to submit a grant application to fund the replacement of dispatch radio consoles.

Motion by Naomi Hogue, second by Jeremy Barnett to approval the Coweta Police Department to submit a grant application to fund the replacement of dispatch radio consoles.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

7. FISCAL YEAR 2024-2025 AUDITED FINANCIAL REPORT AND OPERATING REPORT

Kirk Vanderslice with Hinkle and Company presented the Fiscal Year 2025 audited financial statements. He reported that there was a clean unmodified opinion on the financial statements. He also said there is clean opinion on internal controls with no deficiencies noted. There is also a clean opinion regarding compliance with federal programs with no deficiencies noted. He said it was a very clean audit overall. He said that the financials were very consistent to previous years. The auditor stated that the report would be posted with the State Auditors and will be put on their website as well. Julie Casteen stated that the report would also be added to the City's website.

Motion by Naomi Hogue, second by Jeremy Barnett to accept the Fiscal Year 2024-2025 audited financial report and operating report.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

8. RESOLUTION 2026-10 REGARDING BUDGET AMENDMENTS

McKay Hale led discussion and requested possible action related to the approval of Resolution 2026-10, a resolution of the City Council of the City of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating \$46,100 in the Capital Improvement Fund from unencumbered fund balance for the purchase of a vehicle for the Civil Infrastructure Inspector in the Community Development department, and appropriating \$28,000 in the Grants Fund from unencumbered fund balance for a narcotics inventory control system for the Fire/EMS Department.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the adoption of Resolution 2026-10, a resolution of the City Council of the City of the City of Coweta, adopting amendments to the annual appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2026; appropriating \$46,100 in the Capital Improvement Fund from unencumbered fund balance for the purchase of a vehicle for the Civil Infrastructure Inspector in the Community Development department, and appropriating \$28,000 in the Grants Fund from unencumbered fund balance for a narcotics inventory control system for the Fire/EMS Department.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

**9. OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD OF TRUSTEES
ELECTION BALLOT**

Julie Casteen led discussion and requested possible action related to the casting of a vote for three Trustees to the Oklahoma Municipal Assurance Group.

Motion by Naomi Hogue, second by Jeremy Barnett to cast a vote for Justin Battles, Tim Lyon, and Pam Polk for the three Trustees to the Oklahoma Municipal Assurance Group.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

**10. EASTERN OKLAHOMA DEVELOPMENT DISTRICT EXECUTIVE
COMMITTEE NOMINATION BALLOT**

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

Julie Casteen led discussion and requested possible action related to making a nomination for the appointment of a representative to the Executive Committee for the Eastern Oklahoma Development District.

Motion by Jeremy Barentt, second by Daniel Beatie to nominate Naomi Hogue with McKay Hale as alternate for the appointment to the Executive Committee for the Eastern Oklahoma Development District.

Aye: Jeremy Barnett
Daniel Beatie
Naomi Hale
Donald Vieth

11. FORMAL INVESTIGATION INTO PUBLIC ALLEGATIONS OF MISCONDUCT INVOLVING CITY OFFICIALS AND STAFF

Mike Bell led discussion and requested possible action related to approve, amend, table, or to decline to take action on a proposed letter from the City Council to the Chief of Police directing him to initiate a formal investigation into public allegations involving city officials and staff, as more particularly detailed in the proposed letter.

Mike Bell told the Councilmembers that he wrote the letter since he did not have any citizens come into the Police Department to report any crimes. He stated that he needs someone to come forward to do so.

Motion by Naomi Hogue, second by Jeremy Barnett to approve the initiation of a formal investigation into public allegations involving city officials and staff, as more particularly detailed in the proposed letter and to remove from the investigation item number 4 listed in the letter.

Aye: Naomi Hogue
Jeremy Barnett
Daniel Beatie
Donald Vieth

12. INITIATIVE PETITION REGARDING THE REZONING OF A PARCEL OF LAND GREATER THAN FORTY-NINE (49) ACRES

City Attorney Patrick Boulden presented to the Mayor and led discussion with the City Council concerning an Initiative Petition submitted to the City Clerk on March 24, 2026, by Mr. Kenneth Foster, calling for the adoption of an ordinance amending the City's Zoning Code, as more particularly described in the approval Ballot Title, to be submitted

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

to the voters of the City of Coweta for their approval or rejection at a special city election to be held on April 6, 2027. The ballot question to be presented to the voters is as follows:

“Do you approve adoption of Ordinance Number 916, which would amend Section 12-3C-2-4 of the Coweta City Zoning Code to require that any change in the designated zoning district of any parcel of land over 49 acres, after being approved by the City Council, shall then be subject to approval by the voters in the Council Ward in which the land is located and that the City Council may require that the rezoning applicant pay the cost of such election; that no adjacent parcel of any size can be rezoned within 12 months of the election results; and no amount of adjacent properties of any size with the sum of 49 acres or greater shall be rezoned within a span of 24 months?”

Jimmy Rothrock offered an example of forty-nine acres to be compared to the size of a Walmart-size development property; it would not stifle the growth of business in town for retail space but would give citizens a vote in doing larger projects that would be heavy industrial that could potential affect everyone in the community. He said that they felt the cost of a special election should be put on the developer as the cost would be burdensome on the city.

He asked Council to give the citizens the opportunity to vote.

Kathy Foster asked Council to decline to adopt Ordinance 916 and let it go to an election on April 6, 2027.

Motion by Naomi Hogue, second by Jeremy Barnett to decline to adopt Ordinance No. 916 and allow it to go to an election of the people on April 6, 2027.

Aye: Naomi Hogue
Jeremy Barnett
Dnaiel Beatie
Donald Vieth

13. ORDINANCE NO. 916 - THE REZONING OF A PARCEL OF LAND GREATER THAN FORTY-NINE (49) ACRES SHALL BE SUBJECT TO A SPECIAL ELECTION

Discuss and consider possible action, to approve, table, or decline to take action on Ordinance No. 916 of the City of Coweta; amending Coweta City Code, Title 12, “Zoning”, Chapter 12-3 “Administration And Enforcement”, Article 12-3C “Amendments”, Section 12-3C-2 4 “City Council Action”; inserting a new Subsection “B” which requires that any City Council approval of a rezoning of a parcel of land greater than forty-nine (49) acres shall be subject to approval in a special election voted upon by voters of the ward which contains the proposed rezoning lot; prohibiting the rezoning of certain adjacent properties

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

within twelve (12) and twenty-four (24) periods; providing for severability; and declaring and emergency.

The item died due to the lack of a motion.

14. WARD 3 APPOINTMENT

Julie Casteen led a discussion and requested possible action related to the appointment of a candidate to the Ward 3 Council seat. Tim Ahlstrom, Todd Griebel, and Billy Embry were interviewed by the City Councilmembers and listened to applicants explain why they would like to be appointed to the Ward 3 Council seat.

Jimmy Rothrok noted that there are three of the five Council seats currently being filled by appointment by the City Council. He urged the Council to please let the citizens vote on the vacant Ward 3 Council seat stating the current Council would gain trust and show transparency.

David Seal offered his viewpoint that the Council should not want to appoint and allow the citizens to vote.

Mayor Hogue stated she had spoken to all three applicants on the phone. She asked each applicant if they were related to anyone sitting on the City Council and what kind of local events they had participated in while living in Coweta.

Other questions discussed were how long each applicant had lived in Coweta, what the cost of an election would be, how voting would work for the time being if someone was not appointed tonight and it went to an election. It was noted that if an applicant was appointed, they would be required to run in the next election in 2027 to fill the remaining term.

Motion by Daniel Beatie, second by Naomi Hogue to accept additional applicants and review them at the next meeting.

Aye: Daniel Beatie
Naomi Hogue
Jeremy Barnett
Donald Vieth

XI. NEW BUSINESS

No new business.

XII. ADJOURNMENT

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MAY 4, 2026, 6:00 P.M.**

Mayor Hogue adjourned the meeting at 8:03 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
MAY 5, 2026, 9:01 A.M.**

The agenda for this meeting was posted at least 48 hours prior to the start of this meeting at the entrance of City Hall, 310 S Broadway, Coweta, OK.

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Coweta Industrial Trust Authority met in a joint special session on Tuesday, May 5, 2026, at 9:01 a.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS/TRUSTEES PRESENT: Naomi Hogue, Jeremy Barnett, Daniel Beatie, Donald Vieth

COUNCILMEMBERS/TRUSTEES ABSENT: None.

I. CALL TO ORDER

The City Council meeting was called to order by Mayor Hogue.

II. The Coweta Public Works Authority meeting was called to order by Chairman Hogue.

III. The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue.

IV. Pledge of Allegiance given

V. ROLL CALL

Roll call taken. Council members and Trustees were present as shown above.

VI. PRESENTATIONS

1. PROPOSED FY 2024-2025 BUDGET DISCUSSION AND TOUR OF FACILITIES

City Manager Julie Casteen discussed the proposed FY 2026-2027 Operating/Capital budget for all funds. Department heads presented information on equipment purchases and capital projects that have been proposed for the FY 2026-2027 budget.

The Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority reviewed priorities and participated in a tour of the City facilities to establish budget priorities for the proposed FY 2026-2027 Operating/Capital budget for all funds of the City.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
MAY 5, 2026, 9:01 A.M.**

Facilities toured included: the Coweta Public Works facility, the Coweta Sports Complex, and Coweta Water Treatment Plant.

Following the facility tour, further discussion was held on the proposed FY 2026-2027 Operating/Capital budget for all funds.

Other than the discussion and tour, no action was taken.

VII. ADJOURNMENT

Mayor Hogue adjourned the City Council meeting at 12.58 p.m.

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 12:58 p.m.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 12:58 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, Trust Secretary

Naomi Hogue, CIDA Chairman

Jeremy Barnett, Secretary



P.O. BOX 850
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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **RESOLUTION 2026-16, RENEWAL OF SALES TAX AGREEMENT**
Date: June 1, 2026

BACKGROUND

In connection with the Series 2016 A Refunding Bonds issued by the Coweta Public Works Authority (“the Authority”) as of November 1, 2016, the City and the Authority entered into a certain Sales Tax Agreement whereby the City pledged its sales tax revenues to support the debt service requirements of the Coweta Public Works Authority. Based on Oklahoma law regarding the encumbrance of annual revenues, the Coweta City Council must annually renew this agreement.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2026-16.

ATTACHMENTS

1. 260601-Reso 2026-16-Renewal of Sales Tax Pledge

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2026-16**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; WHEREBY THE CITY OF COWETA, OKLAHOMA, AGREES TO MAKE PAYMENTS TO THE COWETA PUBLIC WORKS AUTHORITY IN AMOUNTS SUFFICIENT TO PAY PRINCIPAL AND INTEREST ON THE AUTHORITY’S 2016 UTILITY SYSTEM REVENUE BONDS.

WHEREAS, the City Council of Coweta, Oklahoma, (hereinafter called the “City”), and the Coweta Public Works Authority, an Oklahoma public trust (hereinafter called the “Authority”), entered into a certain Sales Tax Agreement (hereinafter called the “Agreement”), whereby the City agrees to make payments to the Authority in the amounts sufficient to pay when due principal and interest on the Authority’s Utility Revenue Bonds, \$23,980,000 Tax Exempt Refunding Series 2016A, and other obligations of the Authority therein described as therein provided; and

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the City of Coweta, Oklahoma, ending June 30, 2027; and

WHEREAS, all things required to have been done to make the Agreement a valid and binding agreement by and between the City and the Authority have been done, happened and been performed.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA:

Section 1. The Agreement between the City and the Authority, whereas the City agrees to make payments to the Authority in the amounts sufficient to pay principal and interest on the Authority’s Utility System Revenue Bonds, is hereby ratified and affirmed by the governing body of Coweta, Oklahoma, for the fiscal year ending June 30, 2027.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 1ST DAY OF JUNE 2026.

Naomi Hogue, Mayor

Approved as to form:

ATTEST:

Patrick Boulden, City Attorney

Marcy Kilgore, City Clerk



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **RESOLUTION 2026-21 REGARDING BUDGET AMENDMENTS**
Date: June 1, 2026

BACKGROUND

Under the terms of a security agreement between the City and the Coweta Public Works Authority related to the 2016 Revenue Bonds, the City must transfer Sales Tax to PWA as a guarantee that the debt service on the bonds will be paid. The PWA then transfers the funds back to General Fund if there is sufficient debt coverage to meet the requirements of the bond indenture without the transfer.

Due to sales tax revenue projections being higher than originally budgeted, supplemental appropriations are needed to cover the additional transfers required to satisfy the terms of the security agreement.

The appropriations needed are detailed in the attached resolution.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2026-21.

ATTACHMENTS

1. Supplementals Reso 2026-21-Govt

CITY OF COWETA, OKLAHOMA

RESOLUTION 2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2026; APPROPRIATING \$600,000 IN THE GENERAL FUND FROM UNENCUMBERED FUND BALANCE FOR TRANSFERS TO THE COWETA PUBLIC WORKS AUTHORITY TO COMPLY WITH THE CITY OF COWETA’S SECURITY AGREEMENT RELATED TO THE INDEBTEDNESS OF THE COWETA PUBLIC WORKS AUTHORITY.

WHEREAS, the City of Coweta has received sales tax revenues that exceed the amount budgeted for fiscal year 2025-2026; and

WHEREAS, the City of Coweta is required to transfer sales tax revenues to the Coweta Public Works Authority under the terms of a security agreement with the Coweta Public Works Authority; and

WHEREAS, the City of Coweta, Oklahoma is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget; and

WHEREAS, The Municipal Budget Act allows for budget amendments pursuant to 11 O.S. §17-215(B).

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL THAT THE FOLLOWING SUPPLEMENTAL APPROPRIATIONS BE MADE:

ADOPTED BY THE COWETA CITY COUNCIL ON THIS 1st DAY OF JUNE, 2026.

						FUND
FUND	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	BALANCE AMOUNT
General Fund	01-5501.020	Transfer Out - PWA	\$ 600,000	Sales Tax Pledge Transfers	Fund Balance	\$ 600,000
Total General Fund			\$ 600,000			\$ 600,000

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, Interim City Attorney

ATTEST:

Marcy Kilgore, City Clerk



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Memorandum

To: Honorable Mayor and City Council
From: McKay Hale, Assistant City Manager
Re: **RESOLUTION 2026-23 REGARDING BUDGET AMENDMENTS**
Date: June 1, 2026

BACKGROUND

There is need to appropriate \$2,494 in the General Fund from unencumbered fund balance to 01-5310.009 for asset repairs for the Fire Department, and a need to appropriate \$6,989 in the General Fund for the receipt of Insurance Claim Proceeds to 01-04.03.39.

Routine insurance claims resulted in the receipt of insurance proceeds related to repair costs. In accordance with 11 O.S. § 17-216 of Oklahoma Municipal Budget Act, all related repair estimates and insurance revenue must be approved prior to any budget amendment to ensure compliance with Oklahoma municipal budget law and applicable U.S. GAAP and GASB standards.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2026-23.

ATTACHMENTS

1. 260601-Supplementals Reso 2026-23-Govt

CITY OF COWETA, OKLAHOMA

RESOLUTION 2026-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2026; APPROPRIATING \$2,494 IN THE GENERAL FUND FROM UNENCUMBERED FUND BALANCE FOR THE PURCHASE OF REPAIR SERVICES FOR THE FIRE DEPARTMENT, AND APPROPRIATING \$6,989 IN THE GENERAL FUND FOR THE RECEIPT OF INSURANCE CLAIM PROCEEDS.

WHEREAS, the City of Coweta has received sales tax revenues that exceed the amount budgeted for fiscal year 2025-2026; and

WHEREAS, the City of Coweta is required to transfer sales tax revenues to the Coweta Public Works Authority under the terms of a security agreement with the Coweta Public Works Authority; and

WHEREAS, the City of Coweta, Oklahoma is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget; and

WHEREAS, The Municipal Budget Act allows for budget amendments pursuant to 11 O.S. §17-215(B).

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL THAT THE FOLLOWING SUPPLEMENTAL APPROPRIATIONS BE MADE:

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>REASON FOR EXPENDITURE</u>	<u>FUNDING SOURCE</u>	<u>FUND BALANCE AMOUNT</u>	<u>REVENUE AMOUNT</u>	<u>REVENUE ACCOUNT</u>
01-5310.009	Maintenance-Vehicles & Equip	\$2,494	Repairs to FD Pumper Truck	Fund Balance	\$2,494	\$ -	
				Insurance Proceeds		6,989	01-04.03.39
Total General Fund		<u>\$2,494</u>			<u>\$2,494</u>	<u>\$ 6,989</u>	

ADOPTED BY THE COWETA CITY COUNCIL ON THIS 1st DAY OF JUNE, 2026.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, Interim City Attorney

ATTEST:

Marcy Kilgore, City Clerk



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **AGREEMENT WITH KI BOIS COMMUNITY ACTION**
Date: June 1, 2026

BACKGROUND

The City of Coweta has partnered with Ki Bois Community Action Foundation for many years to provide transportation services to the community. Ki Bois has requested the same \$50,000 subsidy for FY27 that has been approved in previous years.

STAFF RECOMMENDATION

Staff recommends approval of the Transportation Agreement with Ki Bois Community Action Inc. for transportation services as approved in the FY2026-2027 Budget.

ATTACHMENTS

1. FY27 Ki Bois Transportation Agreement



CONTRACT

THIS CONTRACT made and entered into this 1st day of July 2026, by and between the CITY OF COWETA, Wagoner County, State of Oklahoma, ("City") and KI BOIS COMMUNITY ACTION FOUNDATION, a Not For Profit corporation ("KI BOIS").

City now enters into this contract with KI BOIS pursuant to the following terms:

- I. The City finds that KI BOIS performs functions at a public purpose, specifically the providing of transportation services in and around the Coweta area, including within the City of Coweta, thereby serving residents of Coweta.
- II. The City agrees to provide payment for services performed by KI BOIS and specifically payment for services in providing transportation in the Coweta area.
- III. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Coweta area for Fiscal Year 2026-2027, beginning July 1, 2027, and ending June 30, 2027. The ridership, level of service and service territory served and provided during Fiscal Year 26-27 will be the same as was provided and served in Fiscal Year 25-26.
- IV. The City agrees to compensate KI BOIS for its services in an amount not exceeding FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00), between December 1, 2026, and January 31, 2027, upon proper invoice provided by KI BOIS. KI BOIS will provide Vehicular Public Liability insurance covering death, personal injury, and property damage.
- V. KI BOIS will provide the City with regular utilization data, as requested, and other pertinent ridership information in order to keep the City informed as to the operational matters of the public transportation program.
- VI. The parties agree that the above compensation shall be the full and complete compensation to be paid by the City to KI BOIS for services provided and that this contract is limited to the term set forth above.

Approved in open meeting of the Coweta City Council on the 1st day of June 2026.

ATTEST:

CITY OF COWETA, OKLAHOMA


Marcy Kilgore, City Clerk

Naomi Hogue, Mayor

APPROVED AS TO FORM:

KI BOIS COMMUNITY ACTION

Patrick Boulden, City Attorney



R. Carroll Huggins, Executive Director



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Memorandum

To: Honorable Mayor and City Council

From: Michael Bell, Police Chief

Re: **SCHOOL RESOURCE OFFICER (SRO) MEMORANDUM OF UNDERSTANDING 2026-2027**

Date: June 1, 2026

BACKGROUND

The City of Coweta and Independent School District 19 will be updating the 2026-2027 School Resource Officer MOU.

BENEFITS

This MOU is an understanding of services provided by the Coweta Police Department to the Coweta Public Schools, helping to make the schools safer and more efficient.

COSTS

The schools have agreed to pay 51% of the assigned SRO's base pay per school year. The City agrees to provide wages, training, equipment, and benefits to the SRO Officers.

STAFF RECOMMENDATION

The staff recommends approval and authorization for the Mayor to sign the School Resource Officer Memorandum of Understanding.

ATTACHMENTS

1. 2026-27 SRO MOU

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is by and between the City of Coweta, Oklahoma (hereinafter referred to as the "City") and the Coweta Board of Education (hereinafter referred to as the "Schools") and replaces any prior agreements and understandings between the City (including the Coweta Police Department) and/or the Coweta Public Schools on the subject of school resource officers (hereinafter referred to as the "SRO").

WITNESSETH

WHEREAS, the City and the Schools desire to set forth the duties and responsibilities of the parties with respect to the City's School Resource Officer Program; and

WHEREAS the City and Schools desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students, a safe working environment for educational staff, the prevention and reduction of juvenile delinquency, and the promotion of positive attitudes regarding the role of law enforcement in society.

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, the City and the Schools do hereby agree as follows:

SECTION 1. PURPOSE.

The purpose of this MOU is to formalize the relationship between the city and the schools in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of Coweta, with the goals aimed toward providing a safe learning environment for juveniles and young adults. This MOU delineates the mission, organization structure, and procedures of the City of Coweta/Coweta Public School Resource Officer Program (hereinafter referred to as the "SRO PROGRAM") as a collaborative effort between the City and the Schools. The success of the SRO Program relies upon the effective communication between the City's law enforcement employees, the principal of the schools, and key staff members of the City and Schools.

SECTION 2. TERM.

The term of this MOU shall commence on July 1, 2026, and terminate on June 30, 2027, unless terminated earlier as provided herein. The parties may renew, extend, or modify this MOU by mutual written consent at any time. This MOU may be renewed with the approval of the Coweta City Council and School Superintendent before June 30th each year.

SECTION 3. MISSION, GOALS, AND OBJECTIVES.

The missions of the SRO Program are creating and maintaining a safe and secure learning environment for students, providing a safe working environment for educational staff, and preventing and reducing school-related violence and offenses committed by juveniles or adults.

These missions will be accomplished by efforts, including but not limited to assigning law enforcement officer(s) (SROs) to school facilities.

The goals and objectives of the SRO Program are designed to develop and enhance rapport between youth, law enforcement officers, school administrators, and parents. The goals of the SRO Program include, but are not limited to:

1. Establishing a positive relationship between the SRO and the student population and between the SRO and parents, faculty, staff, and administrators.
2. Maintaining a safe and secure environment on school grounds.
3. Promoting positive attitudes regarding law enforcement's role in society.
4. Preventing and reducing incidents of school violence, including bullying.
5. Reducing criminal offenses committed by juveniles and young adults.

SECTION 4. ORGANIZATIONAL STRUCTURE.

- A. Composition. The City shall assign at least two (2) full-time law enforcement officer(s) to serve as the SRO in the SRO Program. Any law enforcement officer assigned as an SRO will be certified through the State of Oklahoma Council of Law Enforcement and Education and Training Council and must be an Oklahoma School Resource Officer Association member. It shall be highly recommended that this law enforcement officer attends all training offered through the NASRO program.
- B. Supervision. The day-to-day operation and administrative control of the SRO Program will be a joint and cooperative effort by the City Manager (or their designee, the Chief of Police) and the Superintendent of Schools. Responsibility for the conduct of the SRO shall remain with the City, and the schools acknowledge that the SRO remains responsive to the command of the City's Police Department. The SRO is employed and retained by the City, and in no event shall any employee of the City be considered an employee of the school, regardless of the funding source.
- C. Funding. The SRO Program is subject to the availability of funds, which is a budgetary decision of the parties; both parties agree to the following:
 1. The City agrees to train, equip, insure, and provide wages and benefits to the SRO Officer.
 2. The schools shall reimburse the City for the SRO at a rate of 51% of the assigned SRO's base pay per school year for the SRO during the regular school week. Such reimbursement may be paid in one installment within fourteen (14) days of the end of the school year or in two equal installments to be paid within fourteen (14) days of the end of each semester. Any overtime compensation is addressed in item #3.
 3. Any hours required by the schools over 40 hours per week shall be arranged with the

City Manager or their designee (Chief of Police) prior to the services needed.

SECTION 5. SRO PROGRAM STRUCTURE.

SROs are first and foremost law enforcement officers for the city. SROs shall be responsible for carrying out the duties and responsibilities of a law enforcement officer. They shall remain at all times under the control, through the chain of command, of the City. All acts of commission or omission shall conform to the guidelines of the City. Both the City and School officials agree that non-criminal student disciplinary matters shall remain the responsibility of the teachers and administrators, not the SRO. The SRO shall refrain from being involved in enforcing disciplinary rules that do not constitute law violations except to support School personnel in maintaining a safe school environment.

SECTION 6. DUTIES AND RESPONSIBILITIES.

- A. **Schools.** The responsibilities of the schools will include, but are not limited to, the following:
1. Provide the SRO with a private, appropriately furnished, climate-controlled office space that can be secured and reasonably acceptable to the Police Department. This shall include, but not be limited to, a desk with drawers, two chairs, a filing cabinet for files and records which can be properly locked and secured, telephone, and computer access. The City shall provide all supplies and other equipment.
 2. The SRO is not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. If there is a problem, the SRO may assist school personnel until the problem is solved.
 3. Provide SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO Program goals and objectives. Administrators shall also seek input from the SRO regarding criminal justice problems relating to students and site security issues.
 4. The principal of each school within the city's school system shall notify the SRO of suspected illegal activity as required by and in accordance with Oklahoma State Statutes, Title 70. Any principal or other staff member within the city's school system who locates a dangerous weapon or drugs in the course of a search shall turn it over to the SRO as required by Oklahoma State Statutes and school policies. The principal may contact the SRO regarding other conduct in accordance with the principal's discretion. If the SRO is unavailable, the principal or staff member shall contact any city police officer for notification of suspected illegal activities or to deliver dangerous weapons or drugs that come into their possession.
 5. When school personnel discover weapons, drugs, alcohol, or other illegal contraband on school property, the SRO shall be notified as soon as reasonably possible. If no

juvenile or criminal charges are to be filed and no administrative action is to be taken by the schools, the contraband shall be confiscated by the SRO according to Police Department policy and properly disposed of by policy. If school personnel take possession of any contraband, the said contraband shall immediately be turned over to the SRO as soon as reasonably possible.

6. School personnel shall timely notify the SRO of the names of specific individuals who are not allowed on school property and shall notify the SRO of any anticipated parental problems resulting from disciplinary action taken against a student.
7. Work cooperatively with the city, including but not limited to the Police Department, to make any needed adjustments to the SRO Program throughout the school year.
8. In situations involving student conduct affecting school property, employees, and visitors, the schools agree to participate with the SRO in conducting a Threat Assessment Review.

The review committee will consist of, at a minimum, the school principal, school counselor, SRO, teacher, and student. The student's parents may also participate if the SRO or school staff feel it will assist the process. This review must be completed within a reasonable time of the event. Any reports or paperwork associated with this review will be maintained in the SRO office in case further reviews are required.

- B. Provide to the City, from time to time, copies of all laws, regulations, and school board policies applicable to employees of the schools, including but not limited to laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.
- C. **City.** The City's responsibilities hereunder are delegated to the Coweta Police Department and will include, but not be limited to, the following:
 1. Responding to all major criminal occurrences that occur on school property and exercising law enforcement jurisdiction over such incidents.
 2. Assigning the SRO to the Schools and complying with the training requirements for the SRO as established by Federal, State, and Local laws and policies. The Superintendent of Coweta Public Schools will have input in the decision to assign and retain an SRO.
 3. At the request of the principal and whenever practicable, provide the assistance of the police canines (through the K-9 Officers) to assist in searches within the limitations of State and Federal Laws and department policies.
 4. Will advise the School Board regarding the possible presence of criminal gangs and associated criminal gang activities.
 5. Work cooperatively with the schools to make any needed adjustments to the SRO

Program throughout the school year.

6. Disseminate to the SRO copies of all laws, rules, regulations, and school board policies applicable to employees of the schools, including but not limited to, laws, rules, regulation, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises that have been provided to the City by the Schools pursuant to Section 6A.9 above.

D. **SRO Shift Sergeant.** The responsibilities of the SRO shift sergeant will include, but not be limited to, the following:

1. Coordinate work assignments of the SRO.
2. Ensure the SRO's compliance with the Police Department's directives.
3. Coordinate scheduling and work hours of the SRO (Vacation, Sick Time, Personal, Court, etc.).
4. Work with the Schools to make any needed adjustments to the SRO Program throughout the school year.

E. **SRO.** The responsibilities of an SRO will include, but not be limited to, the following:

1. Enforce criminal law and protect students, staff, and the public at large against criminal activity and take appropriate enforcement action on criminal matters, as necessary. The SRO shall follow the chain of command as set forth by policies and procedures of the Police Department. Unless notification would interfere with law enforcement operations, the SRO will notify the principal or the principal's designees as soon as reasonably possible concerning any enforcement activity on that principal's school grounds or at that principal's school functions. If an arrest is made, before the officer transports a student, the principal or the principal's designee may give the student papers regarding an educational due process hearing only if, in the officer's professional judgement, such procedure can be accomplished safely.
2. Complete reports and investigate crimes committed on campus, and coordinate whenever practical investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on campus or at school functions.
3. In situations involving student conduct affecting school property, employees, and visitors, the schools agree to participate with the SRO in conducting a Threat Assessment Review. The review committee will consist of, at a minimum, the school principal, school counselor, SRO, teacher, and student. The student's parents may also participate if the SRO or School staff feel it will assist the process. This review

must be completed within a reasonable time of the event. Any reports or paperwork associated with this review will be maintained in the SRO office in case further reviews are required.

4. Take allowable law enforcement action against intruders and unwanted guests who appear on school property at the principal's request or if the officer observes a violation of state law or city ordinance.
5. If available, the SRO will be present when a principal or the principal's designee conducts an administrative search when the principal or school personnel fear for their safety.
6. Confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school-related functions.
7. If provided in advance to the City, comply with all laws, rules, regulations, and school board policies applicable to employees of the Schools, including but not limited to laws, rules, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that the SRO shall under no circumstances be required or expected to act in a manner inconsistent with their duties as a law enforcement officer. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed by law.
8. During regular school hours, the SRO will make every effort to remain on school property when not needed to support other law enforcement activities. They shall receive permission from a supervisor before extended time away. "Anything over 4 hours shall be considered extended time."
9. Prepare presentations on various subjects, such as basic understanding of law, role of law enforcement, anger management, and drug abuse prevention education, and provide these presentations (including lesson plans, if applicable) at the request of school personnel in accordance with the established curriculum. Classroom instruction topics must be approved by the SRO's supervisor and the school administrator.
10. Attend school special events as needed. Off-duty assignments are not included.
11. Be familiar with all community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and may make referrals when appropriate.
12. Assist the principal and school staff with disciplinary hearings or Threat Assessment

Review boards, in which the SRO has knowledge of the incident and/or criminal laws that will assist in the adjudication of the matter.

13. Conduct patrol activity in and around the schools within the Coweta School District.
14. The SRO shall follow all orders, policies, and procedures of the Police Department when confiscating liquor, drugs, and paraphernalia from students on school property.
15. The SRO shall follow Federal and State law, City ordinances, City policies and procedures, Police Department policies and procedures, directives and orders, and Coweta Public School Board policies. In the event of a conflict between School and City policies, the SRO's conduct shall be controlled by City policy.
16. The SRO shall not conduct any interviews with the news media concerning a school incident.
- 17. The SRO shall prepare an incident report providing information to the school board every quarter in the following areas: any incidents requiring police response, arrests, detentions, confiscation of paraphernalia items, intruder events and locations, and identification of security concerns, the number of threat assessments completed, and actions taken, and any further information deemed necessary by school or police administrations.**

- F. **Generally.** Each party is responsible for the actions and/or omissions of its respective employees.
- G. **Specifically - City of Coweta.** The City's agreement to provide an SRO to the Schools does not constitute or create a special duty to the schools or any individual, nor shall the City be liable for failure to provide an SRO in any situation.

SECTION 7. ENFORCEMENT.

Although the SRO has been placed in a formal educational environment, the SRO is not relieved of their official duties as a law enforcement officer. The SRO shall intervene, when necessary, in the SRO's professional judgement to prevent any criminal act or maintain a safe school environment.

Citations shall be issued, and arrests made when appropriate and in accordance with Oklahoma State laws and Department policy. The SRO and/or the Police Department in consultation with the District Attorney's Office, will have the final decision on whether criminal charges will be filed.

The City reserves the right to temporarily remove the SRO if additional officers are needed during a critical incident or natural disaster. The City also reserves the right to temporarily remove the SRO for the SRO's safety.

SECTION 8. TERMINATION.

Either party may terminate this MOU, with or without cause, upon sixty (60) days' written notice to the other party.

SECTION 9. NOTICE.

Any notice, consent, or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, Email, or by facsimile transmission (provided the sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile or email, the notice shall be effective when sent. If by mail, the notice shall be effective (3) business days after being deposited in the United States Postal Service and addressed appropriately to the intended recipient as follows:

If to the Schools:

Coweta Board of Education
c/o Superintendent
P.O. Box 550
Coweta, Oklahoma 74429

If to the City:

City of Coweta
c/o Chief of Police and City Manager
310 S. Broadway
P.O. Box 850
Coweta, Oklahoma 74429

SECTION 10. GOOD FAITH.

The parties and their employees agree to cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties or questions will be resolved by negotiation between the parties if a resolution cannot be made between the SRO and the principal.

SECTION 11. GOVERNING LAW.

This MOU is governed by the laws of the State of Oklahoma.

NOW, THEREFORE, this MOU has been agreed to by the parties as indicated by the authorized signatures below.

COWETA BOARD OF EDUCATION

By: 
Max Meyers, Superintendent

THE CITY OF COWETA, OKLAHOMA,

By: _____

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore

APPROVED AS TO FORM:

Patrick Boulden, City Attorney



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: Brian Woodward, Fire Chief
Re: **RENEWAL OF STORAGE BUILDING LEASE AGREEMENT**
Date: June 1, 2026

BACKGROUND

The Coweta Fire Department is requesting approval of a 12-month lease agreement for the property located at 14464 S 300th E Ave. This building will store items for the Fire Department, Emergency Management and Public Works Authority in a heated building.

STAFF RECOMMENDATION

Staff recommends a motion to approve the lease agreement.

ATTACHMENTS

1. Ray Sisco Lease 2026

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as “Lease”, executed in duplicate at 310 S. Broadway, Coweta, Oklahoma on this _____ day of _____) 2026, by and between and **Raymond C. Sisco, and Carol S. Sisco**, Husband and Wife, 13883 S. 303 E. Ave, Coweta, Wagoner County, Oklahoma 74429, hereinafter referred to as “Lessor”, and the **CITY OF COWETA, OKLAHOMA**, an Oklahoma municipal corporation, having its principal place of business at 310 S. Broadway, Coweta, Wagoner County, Oklahoma, 74429, hereinafter referred to as “Lessee”.

WITNESSTH:

Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, real property owned by the Lessor, as is hereinafter more specifically described, for all purposes associated with the maintenance, storage and use of ambulance and fire services apparatus and equipment, and any other purpose desired by Lessee. The property is described as follows:

Tract A, Less the West 76 thereof, Mission Acres West, a subdivision of part of the East Half of the West Half of the Southwest Quarter of the Northeast Quarter (E/2 W/2 SW/4 NE/4) of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

The Property referred to above is located at 14464 S. 300th E. Avenue, Coweta, Oklahoma 74429.

The foregoing property shall hereinafter be referred to as “the Property”.

Lessor shall lease to Lessee the Property under the following terms and conditions, to-wit:

TERM:

The primary term of this Lease shall be for a period of Twelve (12) Months. Following execution of this Lease, the effective period of the Lease shall be 12:01 o’clock a.m. on July 1, 2026, to 11:59 o’clock p.m. on June 30, 2027.

RENT:

Lessee shall pay unto Lessor during the term hereof the sum of Eighteen Thousand and no/100s Dollars (\$18,000.00) as and for rent for the real property as well as all personal property of Lessor, if any, contained therein or thereon. Said sum shall be payable in monthly installments of One Thousand Five Hundred and no /100s (\$1,500.00). Said sum shall be paid to Lessor at Lessor’s address set forth above on or before the 1st day of each month during the term hereof beginning on the 1st day of July, 2026.

USE, INSPECTION, PROPERTY CONDITION-

Lessee shall not use or permit the Property or any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the said Property is hereby leased. Lessee shall comply with all requirements pertaining to its use of the Property as required by law.

ABANDONMENT:

Lessee shall not vacate or abandon the Property at any time during the term. If Lessee shall abandon, vacate, or surrender the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Property for a period of sixty (60) days beyond Lessee's vacating the property, shall be deemed to be abandoned, at the option of Lessor.

PAYMENT OF UTILITY SERVICES BY LESSEE:

Lessee shall pay for all utility charges incurred by it for utility service supplied to the Property during the term of this Lease.

ALTERATIONS:

Lessee, conditioned upon obtaining Lessor's prior written consent, shall have the right, at Lessee's sole expense, to make all alterations, additions, and changes, on the Property, as may be lawful, and as may be necessary for the purpose for which the Property is leased.

USE, POLLUTION CONTROL AND INDEMNIFICATION:

Lessee agrees not to use, or permit the use of, the Property in any manner or for any purpose that may be contrary to the laws of the United States of America, the State of Oklahoma, the Ordinances of the City of Coweta, Oklahoma, or contrary to the lawful rules, or regulations, or ordinances of any board, commission, or department having the jurisdiction to make or issue the same, and agrees to comply with all federal, state, and local solid-waste, air, water-pollution, and all other environmental control laws and regulations and to further comply with the terms, conditions, requirements, and provisions of any permits issued to Lessee by governmental agencies which cover the Property. Lessee agrees to correct and mediate any environmental condition on the Property created directly or indirectly by Lessee's use of the Property.

Lessee shall comply with all reasonable requirements pertaining to the Property for the maintenance of reasonable fire and public liability insurance covering the Property and appurtenances.

Lessee further agrees to utilize the Property in such a manner as not to permit said premises to become a public nuisance.

LIABILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE, ETC./ INSURANCE:

Lessee shall be responsible for its own liability for claims for injury to or death of persons as well as for loss or damage to Lessor's Property as well as Lessee's property, arising or occurring in connection with Lessee's use and occupancy of the Property by Lessee, subject to the limits of liability, exemptions from liability and defenses provided by the Oklahoma Governmental Tort Claims Act, O.S. § 151, et seq., or any other applicable law. Lessee shall carry and maintain a policy of liability insurance insuring against all liability for all claims for injury to or death of persons or for loss or damage to personal property or the Property, arising or occurring in connection with the use of the Property in an amount of no less than One Million Dollars and no/100 (\$1,000,000.00) in the aggregate. Lessee shall notify Lessor if its insurance policy lapses or is cancelled, and Lessee agrees to promptly obtain sufficient insurance coverage from another insurer.

LIENS:

Lessee agrees to not permit any liens to be placed on the Property which are caused by Lessee's use of the Property and will promptly cause any such liens to be promptly discharged by a release of lien bond or otherwise.

MAINTENANCE AND REPAIRS, BY LESSOR AND LESSEE:

Lessor, at Lessor's expense, shall be responsible for maintaining the Plumbing, Heating and Air Conditioning, and electrical systems serving the building located on the Property as well as all internal and external components thereof, including the structural components and the roof. Lessee shall promptly repair any damage to the building or its components caused directly by its use of the Property.

NO ASSIGNING OF LEASE, ETC.:

Lessee shall not assign, encumber, hypothecate, mortgage, pledge, or set over to any entity or individual any interest in this Lease, or any of Lessor's personal property contained therein, and shall not sublet the Property or any part thereof, or the personal property of the Lessor contained therein, or any right or privilege appurtenant thereto, or suffer any other person, to occupy or use the Property or any portion thereof, the personal property of the Lessor contained therein, without the express written consent of Lessor first had and obtained. Any assignment, hypothecation, mortgage, pledge or subletting without the express written consent of the Lessor shall be void, and shall, at the option of Lessee, be considered a breach of this Lease.

APPOINTMENT OF RECEIVER FOR LESSEE:

The appointment of a receiver, or a trustee, to take possession of or substantially all of the assets of Lessee, or a general assignment by Lessee for the benefit of creditors, or

any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease.

BREACH BY LESSEE OR LESSOR:

In the event of any breach of this Lease by Lessee OR Lessor, the non-breaching party shall provide written notice of such breach in writing to the party which is violating the terms of this Lease. The party alleged to be in breach shall have ten (10) business days to remedy the breach or be diligently working to cure the breach. If the breaching party fails to cure the breach, then the other party shall be entitled to terminate this Lease. In the event of a termination by either party, Lessee shall have ten (10) days to remove all its property from the Property. Lessor shall have no right to acquire or retain the possession of any of Lessee's property contained on or within the Property.

Breach of this Lease by Lessee or Lessor shall be any event or instance of Lessee or Lessor failing to perform any duty, condition or term arising from or imposed upon Lessee or Lessor by the terms of this Lease. The failure of the Lessor or Lessee to declare a breach or take authorized action on a breach in one or more instances shall not constitute a waiver of the right to declare a breach and take authorized action thereafter.

ADDRESS OF LESSOR:

For giving any notice herein provided, the address of the Lessor is:

Raymond C. Sisco
Carol S. Sisco
13883 S. 303rd E. Ave.
Coweta, Oklahoma 74429

ADDRESS OF LESSEE:

For giving any notice herein provided, the address of the Lessee is:

Office of the City Manager
City of Coweta, Oklahoma
310 S. Broadway
Coweta, Oklahoma 74429

SPECIAL ASSESSMENTS / PERSONAL PROPERTY TAXES, ETC.:

It is agreed that the Lessee shall pay all taxes levied or assessed against Lessee's personal property located on said Property, if any. Lessor acknowledges that Lessee is a governmental entity that is not taxed, so no taxes are likely to be assessed.

TIME OF OCCUPANCY AND PEACEFUL ENJOYMENT:

Lessee shall be authorized to locate on the portion of the real property herein described and occupy same immediately upon the signing of this Lease. Lessor covenants that the Lessee, on paying the rental herein provided, and performing the covenants and conditions herein contained, shall and may peacefully and quietly have, hold, and enjoy the portion of the Property for the term aforesaid.

ALL AGREEMENTS CONTAINED IN LEASE:

It is further understood and agreed that this Lease contains all the stipulations, covenants, and agreements of the parties hereto, and cannot be modified, changed, or altered, except by written consent of all the parties hereto.

TERMS BINDING ON SUCCESSORS, ETC.:

All the terms, provisions, conditions, covenants, and agreements contained in this Lease shall apply to, and be binding upon the parties hereto, their legal representatives, successors, and assigns, but this clause shall in no way authorize or empower the Lessee to assign this Lease without the written consent of the Lessor, except as otherwise herein provided.

APPROVED AND EXECUTED this _____ day of _____, 2026.

“LESSOR”

Ray C. Sisco

Carol S. Sisco

“LESSEE”

Naomi Hogue, Mayor

Approved as to form:

ATTEST:

Patrick Boulden, City Attorney

Marcy Kilgore, City Clerk



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julia Stephens, Library Director

Re: **APPOINTMENT OF MIRANDA HOWARD TO THE LIBRARY BOARD OF DIRECTORS**

Date: June 1, 2026

BACKGROUND

The Coweta Public Library's Board of Directors has a vacancy that should be appointed by the Mayor and filled by a qualified resident to serve until June 1, 2029. Each position can be reappointed for a three-year term beginning June 1. The current Board Members and terms are:

Members	Term Expiration
Shawnda Hatfield	6/1/2027
Barbara Scruggs	6/1/2027
Vacant	6/1/2029
Vacant	6/1/2029
Vacant	6/1/2029

Miranda Howard has been an active Coweta Public Library patron in good standing for more than four years. Her familiarity with the library and library programs is an asset to the library board.

STAFF RECOMMENDATION

Staff recommends the reappointment of Miranda Howard and requests your confirmation of Ms. Howard's reappointment to the Coweta Public Library's Board of Directors to fill the vacant term ending June 1, 2029.

ATTACHMENTS

None



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
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www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: Julia Stephens, Library Director
Re: **APPOINTMENT OF SUE COKER TO THE LIBRARY BOARD OF DIRECTORS**
Date: June 1, 2026

BACKGROUND

The Coweta Public Library's Board of Directors has a vacancy that should be appointed by the Mayor and filled by a qualified resident to serve until June 1, 2029. Each position can be reappointed for a three-year term beginning June 1. The current Board Members and terms are:

Members	Term Expirations
Shawnda Hatfield	6/1/2027
Barbara Scruggs	6/1/2027
Vacant	6/1/2029
Vacant	6/1/2029
Vacant	6/1/2029

Sue Coker has been an active Coweta Public Library patron in good standing for more than a dozen years. She is a retired educator and school librarian. Her knowledge and experience, along with her familiarity of the library, are a valuable asset to the library board and community.

STAFF RECOMMENDATION

Staff recommends the appointment of Sue Coker and requests your confirmation of Ms. Coker's appointment to the Coweta Public Library's Board of Directors to fill the vacant term ending June 1, 2029.

ATTACHMENTS

None



P.O. BOX 850
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Memorandum

To: Honorable Mayor and City Council

From: Julia Stephens, Library Director

Re: **APPOINTMENT OF KAYLA COFFEY TO THE LIBRARY BOARD OF DIRECTORS**

Date: June 1, 2026

BACKGROUND

The Coweta Public Library's Board of Directors has a vacancy that should be appointed by the Mayor and filled by a qualified resident to serve until June 1, 2029. Each position can be reappointed for a three-year term beginning June 1. The current Board Members and terms are:

Members	Term Expirations
Shawnda Hatfield	6/1/2027
Barbara Scruggs	6/1/2027
Vacant	6/1/2029
Vacant	6/1/2029
Vacant	6/1/2029

Kayla Coffey is an active Coweta Public Library patron in good standing. She is a retired educator and school librarian. Her family enjoys attending programs at the library. We feel she would be a valuable asset to the library board and community.

STAFF RECOMMENDATION

Staff recommends the appointment of Kayla Coffey and requests your confirmation of Ms. Coffey's appointment to the Coweta Public Library Board to fill the vacant term ending 6/1/2029

ATTACHMENTS

None



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Michael Bell, Police Chief

Re: **MEMORANDUM OF UNDERSTANDING WITH WAGONER COUNTY FOR
COMPUTER-AIDED DISPATCH**

Date: June 1, 2026

BACKGROUND

This item was unanimously approved on May 4, 2026. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the approval on May 4, 2026.

The City of Coweta seeks funding to replace its existing legacy Computer-Aided Dispatch (CAD) system, Entropol CAD, with Central Square CAD through a partnership with Wagoner County. This change will correspond with the new police department building that is currently under construction. The current system no longer meets operational needs for dispatcher efficiency, situational awareness, interoperability, or Next Generation 9-1-1 (NG9-I-1) readiness.

This change will modernize emergency call handling and dispatch operations, improve coordination with responding agencies, reduce dispatcher workload and training time, and ensure compatibility with statewide NG9-I-1 initiatives. The proposed system replacement represents a necessary infrastructure upgrade to maintain reliable, efficient, and safe emergency communications services for the City of Coweta.

This project involves a partnership with Wagoner County. This partnership makes this project fiscally feasible and allows the county and city to share the costs of this project. On April 20th, 2026, the Wagoner County Commissioners introduced and passed a Memorandum of Understanding (MOU) between Wagoner County and the City of Coweta.

A grant application will be submitted to the Oklahoma 9-1-1 Management Authority upon approval of the MOU by Wagoner County.

Benefits

Funding this project will accomplish the following:

- This project will modernize emergency call handling and dispatch operations
- Improve coordination with responding agencies

- Reduce dispatcher workload and training time
- Ensure compatibility with statewide NG9-1-1 initiatives

The proposed system replacement represents a necessary infrastructure upgrade to maintain reliable, efficient, and safe emergency communications services for the City of Coweta.

The total cost of the project is \$72,563. After applying the 80/20 grant, the cost to the City of Coweta is \$14,513.00, and the state will fund the balance of \$58,050 under the grant. Please see Exhibit A of the MOU for a more thorough breakdown of costs. The funds for this project will be drawn from the E911 account 18-5503.087 in the next fiscal year beginning July 1, 2026.

STAFF RECOMMENDATION

The staff recommends that the mayor sign the attached Memorandum of Understanding between Wagoner County and the City of Coweta to move forward in the process.

ATTACHMENTS

1. MOU with WCSO for CAD
2. Quote CentralSquare

EXHIBIT A

Cost Form

Computer-Aided Dispatch (CAD)

CentralSquare

Coweta

Total Cost: \$72,563.10

Local Match: \$14,512.62

(20% local share per the 80/20 grant funding structure)

Wagoner County

Total Cost: \$86,963.10

Local Match: \$17,392.62

(20% local share per the 80/20 grant funding structure)

Total Combined Amount

\$159,526.20 Per the CentraSquare quote.

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is entered into by and between **Wagoner County, Oklahoma** ("County") and the **City of Coweta, Oklahoma** ("City"), collectively referred to as the "Parties."

1. Purpose

The purpose of this MOU is to establish an Interlocal Agreement delineating the terms and conditions under which Wagoner County shall serve as the **host and administrative authority** for a **web-based, vendor-hosted CentralSquare Computer Aided Dispatch (CAD)** system, and the City of Coweta shall utilize the hosted CAD services for public safety dispatch operations.

2. Authority

This MOU is made pursuant to applicable provisions of Oklahoma law, including but not limited to the Oklahoma Interlocal Cooperation Act, Title 74 O.S. § 1001 et seq., and other applicable statutes governing public safety communications and information sharing.

3. Term

This MOU shall become effective on ("Effective Date") and shall remain in effect for a period of (5) years, unless terminated earlier as provided herein. This MOU may be renewed by mutual written agreement of the Parties.

4. Scope of Services

4.1 County Responsibilities

Wagoner County agrees to:

- Serve as the **host agency** for the CentralSquare web-based CAD platform.
- Act as the **primary contractual and administrative liaison** with CentralSquare Technologies for the Wagoner County CAD.
- Manage system-level configuration and the shared environmental host for the CentralSquare platform; provided, however, that because the City maintains its own independent licensing agreement with the Vendor, the City shall remain solely responsible for its own internal agency setup, including the management of its specific user roles, individual permissions, and policy-based access controls.
- Coordinate vendor-provided software updates, enhancements, and releases.
- Establish and enforce CAD usage standards, governance policies, and operational rules.

- Coordinate system availability notifications and planned maintenance communications.

4.2 City Responsibilities

The City of Coweta agrees to:

- Act as the **primary contractual and administrative liaison** with CentralSquare Technologies for the Coweta CAD.
- Ensure City personnel meet training and access requirements established by the County.
- Maintain reliable internet connectivity and compatible equipment required to access the web-based system.
- Promptly notify the County of system issues, errors, or suspected data security incidents.
- Ensure all CAD use complies with applicable laws, policies, and record retention requirements.

5. Technology and Hosting Acknowledgment

- The Parties acknowledge that the CentralSquare CAD system is **web-based and hosted by the vendor or its designated cloud service provider**, not on County-owned servers.
- The County's role as host agency is **administrative and governance-based**, not physical infrastructure hosting.
- Neither Party shall be responsible for vendor-controlled outages, cloud infrastructure failures, or third-party hosting disruptions, except as otherwise required by law.

6. Costs and Financial Responsibilities

- Unless otherwise agreed in writing, the City shall be responsible for its proportionate share of licensing fees, user fees, subscription costs, and vendor-assessed charges related to its CAD usage.
- The County shall provide reasonable documentation of costs and billing schedules.
- Payment terms and cost allocation shall be detailed in **Exhibit A**, attached and incorporated by reference.
- The Parties acknowledge and agree that any financial obligation of the County or the City under this MOU is subject to the annual appropriation of funds by their respective governing bodies. In the event that either Party fails to appropriate sufficient funds for any fiscal year to meet its obligations hereunder, this MOU shall terminate automatically at the end of the then-current fiscal year without penalty or further expense to either Party, except as to costs already incurred. This

provision is intended to ensure compliance with the debt limitation requirements of the Oklahoma Constitution, Article 10, Section 26.

7. Data Ownership and Use

- All CAD records, data, and information originating from City of Coweta operations remain the property of the City, subject to applicable public records and retention laws.
- Wagoner County shall access City data only as necessary for system administration, operational support, lawful requests, or as otherwise permitted by law.

8. Records, Confidentiality, and Security

- Both Parties shall comply with all applicable local, state, and federal laws, including open records laws, CJIS requirements (if applicable), and data privacy standards.
- Each Party shall implement reasonable administrative and technical safeguards to protect sensitive and confidential information.

9. System Availability, Downtime, and Liability

- The County shall make reasonable administrative efforts to coordinate with the vendor to minimize disruption and communicate planned maintenance.
- Neither Party shall be liable for service interruptions caused by acts of God, vendor outages, internet failures, or circumstances beyond reasonable control.
- Each Party remains responsible for the acts and omissions of its own employees and agents.

10. Indemnification

To the extent permitted by Oklahoma law, each Party shall be responsible for its own acts and omissions and the acts and omissions of its officers, employees, and agents.

11. Termination

- Either Party may terminate this MOU for convenience with (365) days written notice to the other Party.
- Either Party may terminate this MOU for material breach if such breach is not cured within a reasonable time after written notice.
- Upon termination, the City shall cooperate with the County and vendor to ensure orderly disengagement from the CAD system.

12. Amendments

This MOU may be amended only by a written document signed by authorized representatives of both Parties.

13. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Oklahoma.

14. Entire Agreement

This MOU constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior discussions or understandings.

15. States' Attorneys' Approvals

This MOU shall be subject to the approval of the District Attorney for Wagoner County, Oklahoma, and the Attorney General of the State of Oklahoma, who shall determine whether the agreement is in proper form and compatible with the laws of this state. Should the Attorney General fail to disapprove this MOU within sixty (60) days of its submission it shall be deemed approved.

PASSED and APPROVED by the Board of County Commissioners of Wagoner County, Oklahoma this 20 day of April, 2026

BOARD OF COMMISSIONERS:

APPROVED: RC ARMOR

James Hanning
JAMES HANNING, CHAIRMAN

For Jack Thorpe
FOR JACK THORPE, DISTRICT ATTORNEY

Randy Stamps
RANDY STAMPS, DISTRICT 2

Tim Kelley
TIM KELLEY, DISTRICT 3

Lori Hendricks
ATTEST: COUNTY CLERK



PASSED and APPROVED by the Coweta Oklahoma City Council on this ___ day of _____, 2026

NAOMI HOGUE, CHAIRMAN

JULIE CASTEEN, CITY MANAGER

PATRICK BOULDEN, CITY ATTORNEY

ATTEST: MARCY KILGORE, CITY CLERK



Quote prepared on:

February 05, 2026

Quote prepared by:

Chris Berry

chris.berry@centralsquare.com

Quote #: Q-245116

Primary Quoted Solution: PSJ Pro

Quote expires on: August 03, 2026

Quote prepared for:

Mark Ketchum

Wagoner County Sheriff's Department

307 E Cherokee St

Wagoner, Oklahoma 74467

(918) 485-3124

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CAD PS Pro CLQ Location & Image Retrieval Annual Subscription Fee	1	5,400.00	5,400.00
2.	CentralSquare Pro CAD Cloud Dispatch Position Annual Subscription Fee - Wagoner County SO	3	1,800.00	5,400.00
3.	CentralSquare Pro CAD Cloud Dispatch Position Annual Subscription Fee - Coweta Police Dept	1	1,800.00	1,800.00
4.	CentralSquare Pro CAD Cloud Dispatch Position Annual Subscription Fee - Wagoner Police Department	1	1,800.00	1,800.00
5.	CentralSquare Pro CAD Cloud Platform Annual Subscription Fee	1	34,000.00	34,000.00
6.	Pro CAD Standard Integrations Annual Subscription Fee - APCO, Equature, and Standard Export - includes up to 3 Standard Integrations	1	8,100.00	8,100.00

CAD Software Total 56,500.00 USD

UNIFY

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
7.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	15,750.00	15,750.00

Unify Software Total 15,750.00 USD

SOFTWARE SUMMARY

Software Total 72,250.00 USD

WHAT SERVICES ARE INCLUDED?

SERVICES

DESCRIPTION	TOTAL
1. CentralSquare Pro Cloud CAD - Rapid Response Services - Fixed Fee	1,170.00
2. Pro CAD New Install Services (1-10 CAD Positions) - Fixed Fee	45,000.00
3. Public Safety Data Conversion Services - Fixed Fee	21,450.00
4. Public Safety Project Management Services - Fixed Fee	4,290.00
5. Public Safety Travel & Living Expenses Estimate	9,200.00
Services Services Subtotal	81,110.00 USD
Services Services Discount	- 12,943.80 USD
Services Services Total	68,166.20 USD

UNIFY

DESCRIPTION	TOTAL
6. Public Safety Consulting Services - Fixed Fee	7,800.00
7. Public Safety Project Management Services - Fixed Fee	3,510.00
8. Public Safety Technical Services - Fixed Fee	4,680.00
9. Public Safety Training Services - Fixed Fee	3,120.00
Unify Services Total	19,110.00 USD

SERVICES SUMMARY

Services Subtotal	100,220.00 USD
Services Discount	- 12,943.80 USD
Services Total	87,276.20 USD



Quote prepared on:

February 05, 2026

Quote prepared by:

Chris Berry

chris.berry@centralsquare.com

FIRST YEAR RECURRING SERVICES TOTAL	0.00
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The amount totals for Maintenance and/or Subscriptions on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PAYMENT TERMS

Travel & Living Expenses

- Due as Incurred

QUOTE SUMMARY

Software Subtotal	72,250.00 USD
Services Subtotal	100,220.00 USD
Quote Subtotal	172,470.00 USD
Discount	- 12,943.80 USD
Quote Total	159,526.20 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	72,250.00



Quote prepared on:

February 05, 2026

Quote prepared by:

Chris Berry

chris.berry@centralsquare.com

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Applicable Additional terms will be added to the next page.

Esri Terms and Conditions

Use of the Esri software requires Customer agreement to the following terms and conditions from Esri:

1. Customer's use of Esri's software is restricted to the executable code and in accordance with payment of its fees to Esri via CentralSquare.
2. Customer shall not (i) transfer the Esri software except for temporary CPU transfer in the event of computer malfunction; (ii) participate in assignment, time-sharing, lending, leasing, distributing, sublicensing, or renting of the Esri software or use for commercial network services or interactive cable or remote processing services; and (iii) pass title of the Esri software to any party.
3. Customer shall not reverse engineering, disassembly, or decompilation the Esri software and prohibit duplication of the Esri software except for a single archival copy. Reasonable backup copies are permitted.
4. Customers disclaim, to the extent permitted by applicable law, Esri and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Esri software including, but not limited to, liability for use of Esri software in high-risk activities or liability related to any Data supplied by Esri.
5. Customer shall certify in writing to CentralSquare that Customer has discontinued use and has uninstalled, removed, and destroyed Esri software upon CentralSquare's instruction due to CentralSquare's agreements authorizing CentralSquare customers' use of Esri software ending.
6. Customer will comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file>); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations.
7. Customer will not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri software, output, metadata file, or online or hard-copy attribution page of any data with respect to Esri software.
8. Customer disclaims all terms in the Esri Click-Through Master Agreement (E204CW) included with Esri software and acknowledges that any warranty offered by CentralSquare

for CentralSquare software shall only apply between CentralSquare and Customer. Esri does not offer any warranties or indemnities to Customer for the Esri software.

9. Customer shall not use Esri software for any revenue-generating activities. Esri software that Customer uses is for the internal use of Customer only.
10. Customer shall not use Esri software independently from CentralSquare's software or in any other product or service.



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Michael Bell, Police Chief

Re: **APPROVAL TO APPLY FOR STATE GRANT FUNDING FOR DISPATCH RADIO
CONSOLE REPLACEMENT**

Date: June 1, 2026

BACKGROUND

This item was unanimously approved on May 4, 2026. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the approval on May 4, 2026.

The current dispatch radio consoles were purchased in May 2017 and are approaching the end of their service life. Motorola support for these consoles is ending. Replacing the consoles, along with the antennas and related equipment, will help ensure a smooth transition and maintain reliable operation at the new location. The anticipated cost is \$894,466.31, with the city responsible for a 20% match of \$178,893.26. If the grant is approved, a budget amendment will be requested at that time, with the project to be funded in the E911 Fund.

STAFF RECOMMENDATION

Staff recommends approval to apply for grant funding for this project, and to authorize the City Manager to execute all documents related to the grant.

ATTACHMENTS

1. Quote Motorola Solutions AXS for radio console replacement



MOTOROLA
SOLUTIONS

City of Coweta

Budgetary Proposal

New AXS Dispatch Solution

Kaelin Mercado

572-204-0153

kaelin.mercado@motorolasolutions.com

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola product or services. Motorola is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

PS-000222986

Solution Summary

Motorola Solutions is pleased to provide the City of Coweta, OK with a budgetary estimate for a new three (3) position AXS dispatch site. The AXS dispatch center will provide Coweta with a scalable and flexible system architecture, sophisticated network management and security, and easy migration to future capabilities. Included are three (3) consolettes which can be used as a backup resource and an analog logging recorder. The dispatch site would utilize customer-provided backhaul to the OKWIN core.

This proposal includes the necessary hardware, software, and services to implement the AXS dispatch site as well as 1 year of warranty services.

No decommissioning of the existing dispatch site is included.

Key Products and Benefits

- **CommandCentral AXS Dispatch Console:** Reduces barriers between systems, providing access to mission-critical tools and applications through an intuitive, configurable browser-based GUI, improving efficiency in emergency situations.
- **Next Generation Dispatch Experience:** Responds to touch, type, or click, offering dispatchers flexibility and connectivity with extensive configuration options and simple scalability.
- **Purpose-Built Dispatch Console Accessories:** Enhances the dispatch experience with accessories like gooseneck microphones, speakers, headset jacks, and footswitches, designed for industry-leading performance and reliability.

Proposed Equipment

The proposed equipment includes the following:

- Core licenses for Qty 3 console positions.
- Additional UNC Device licenses (10-pack) to cover any logical component connected to OKWIN via this new site (consoles, routers, switches, etc.)

Dispatch Floor Equipment

- Three (3) AXS Dispatch Positions including the following components:
 - One (1) CommandCentral Hub with Internal PC (keyboard and mouse)
 - One (1) Desktop Microphone
 - Two (2) Desktop Speakers (Select/Unselect)
 - One (1) Desktop Speaker (IRR)



- One (1) Footswitch
- One (1) Monitor - 22-inch Touchscreen
- Two (2) Headset Jacks
- Two (2) Headset Bases & Tops - Single Muff
- Three (3) All Band Consolettes
 - 7/800, VHF, UHF Bands
 - Full Front Panel
 - Control Station Microphone
 - Trunking Operation, TDMA, ADP/AES/DVP-XL encryption
 - 5-year Essential Service
 - One-time programming
 - Multiplexer

Backroom Equipment

- One (1) DSC 8000 Conventional Site Controller
- Two (2) Juniper SRX 345 Site Router
- Two (2) Juniper EX4100 24-port Site Switch
- One (1) Backhaul Router
- One (1) CCGW - MCG 8000
- One (1) Analog Logging Recorder for 3 radio resources
- One (1) 7.5 ft Rack
- 7/800 MHz Control Station Antenna System - Two (2) 7/800 MHz Control Station Antennas. Up to 200-linear feet of ½-inch coax for each run, associated connectors & RF surge protection. 8-port Combiner (DbSpectra).
- VHF Control Station Antenna System - Two (2) VHF Control Station Antennas. Up to 200-linear feet of ½-inch coax for each run, associated connectors & RF surge protection. 4-port Combiner (DbSpectra).
- UHF Control Station Antenna System - Two (2) UHF Control Station Antennas. Up to 200-linear feet of ½-inch coax for each run, associated connectors & RF surge protection. 4-port Combiner (DbSpectra).

Console & Dispatch Site Spares

- One (1) CommandCentral Hub with Internal PC
- One (1) Desktop Microphone
- One (1) Desktop Speaker
- One (1) Headset Jack
- Two (2) Headset

The following console licenses are included on the positions – Basic Console Operation, Trunking Operation, Advanced Conventional Operation, Secure Operation for AES/ADP/DES-OFB encryption (software-based storage, FIPS 140-2 Level 1), Instant Recall Recorder (IRR), and 160 Radio Resource License.



The customer is to provide dispatch furniture for the console equipment. The consoles are to use customer-provided primary and backup (UPS/Generator) power.

It is assumed that the customer does not require OTEK functionality on the consoles.

Design Assumptions

- A Performance Bond is not required.
- Union Labor is not required.
- Prevailing Wages are not required.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- It is the responsibility of the customer to obtain or update any ILA/MOU or lease agreements necessary to use or install the proposed equipment.
- Any required system interconnections not specifically outlined here will be provided by the Customer.
- Training is included in this proposal.
- All sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
 - Any rooftop structural analysis or upgrade requirements are the responsibility of the Customer.
- All sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
 - Customer to supply primary and backup (UPS and generator) power for the equipment.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- This proposal does not include any telephony media gateway (or connections to telephones) nor any paging features for the consoles.
- Customer is responsible to provide a high-speed internet connection for downloading the software updates directly to the CommandCentral AXS Dispatch Console subsystem, if needed.
- The customer to provide ethernet backhaul.
- It is assumed the AXS positions are within 328 ft of the backroom for ethernet cabling.



- It is assumed that existing dispatch features and functionality can be achieved with the proposed AXS Console platform. Where feature parity is not possible, Motorola will work with the customer to configure the consoles using available features and configuration options. No special feature development is included.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- Additional information is needed for the logging solution scope. Only an estimate has been included. The customer to provide a KVM or keyboard/monitor/mouse for initial configuration and future maintenance of the logging server. Customer to provide playback computers as needed. The logging solution will be installed in the customer network.
- It is assumed the control station antennas will be mounted at a height no higher than 6.1 m from ground level or existing non-antenna structure. If it is determined for any reason that the antenna mounting needs to be at a height above 6.1 meters, additional FCC licensing for the dispatch will be required and that is not covered in the scope of this project.
- If any lifts are needed to accommodate the install of the antenna system, additional charges apply.
- No coverage guarantee is included in this proposal.
- It is assumed existing conduits and core bore openings will be available for use during cable installation, if needed. Any structural modification (floor coring, conduit, other penetrations) to install cabling will be customer responsibility.
- No decommissioning is included.
- No AUX I/O is included.

Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with City of Coweta.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide City of Coweta with the appropriate system interconnect specifications.



City of Coweta Responsibilities

City of Coweta will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola.

General responsibilities for the City of Coweta include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- City of Coweta will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Coweta vendors or other contractors.
- Obtain frequencies for project as required.
- Provide required system interconnections.

Warranty and Lifecycle Services

Advance Plus Package services are provided for Year 1 Warranty. Additional outyears are not included, but optional.

Advanced Plus Services for ASTRO® 25 infrastructure is a comprehensive program to sustain the long-term performance of abc's network. Advanced Plus Services consists of the following elements:

- ASTRO System Monitoring.
 - a. Network Event Monitoring.
 - b. Managed Detection and Response
- Network Hardware Repair.
- Remote Security Update Service (RSUS).
- On-site Infrastructure Response.
- Annual Preventative Maintenance.
- Network Updates.

Together, these elements will help to avoid operational disruptions and maintain the value of abc's communications investment.



Budgetary Pricing Summary

Description	Price (USD)
System Hardware & Equipment	\$543,252.73
Implementation & Installation/Warranty Services	\$441,213.58
System Sub-Total:	\$984,466.31
<i>AXS "Promo"</i>	<i>\$90,000</i>
Total System Including Tax:	\$894,466.31

Quote is valid for 60 days from the date of this proposal.

This submission is not a formal offer for sale and is not intended to serve as the basis for a contract or order. The information provided herein is preliminary and is based on a number of assumptions regarding your requirements. A formal, binding quote or proposal would require more information, including a Request for Quote/Proposal, or formal request from an authorized Contracting Officer, and a further detailed analysis of the requirements surrounding this project. There are no representations, warranties, or commitments with respect to pricing, price support, products, services, or terms except as may be specified in a subsequent formal quote or proposal. Taxes not included.

If any pages or material accompanying this budgetary estimate or quote are marked with a restrictive legend, the data on such pages shall not be disclosed to third parties, and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate these materials.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.





P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: McKay Hale, Assistant City Manager

Re: **FISCAL YEAR 2024-2025 AUDITED FINANCIAL REPORT AND OPERATING REPORT**

Date: June 1, 2026

BACKGROUND

This item was unanimously approved for acceptance on May 4, 2026. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the approval on May 4, 2026.

The Annual Financial Report and Operating Report was prepared to present the City's financial condition and the results of its financial activities for the fiscal year ended June 30, 2025 (FY2025). Hinkle & Company PC has completed its audit of the financial report, which includes the City of Coweta, the Coweta Public Works Authority and the Coweta Industrial Development Authority.

STAFF RECOMMENDATION

Staff recommends a motion to ratify the acceptance and filing of the FY25 Financial Audit as approved on May 4, 2026.

ATTACHMENTS

None



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: McKay Hale, Assistant City Manager
Re: **RESOLUTION 2026-10 REGARDING BUDGET AMENDMENTS**
Date: June 1, 2026

BACKGROUND

This item was unanimously approved on May 4, 2026. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the approval on May 4, 2026.

The newly created Civil Infrastructure Inspector was recently hired, and a vehicle is needed for this new position. The cost of the vehicle and equipment is approximately \$46,100 and will be funded in the Capital Improvement Fund. In addition, the Fire/EMS department desires to purchase a narcotics inventory control system at an approximate cost of \$28,000 to be funded by Opioid Settlement Funds in the Grants Fund.

STAFF RECOMMENDATION

Staff recommends a motion to ratify the approval to adopt Resolution 2026-10 on May 4, 2026.

ATTACHMENTS

1. 260504-Supplementals Reso 2026-10-Govt

CITY OF COWETA, OKLAHOMA

RESOLUTION 2026-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2026; APPROPRIATING \$46,100 IN THE CAPITAL IMPROVEMENT FUND FROM UNENCUMBERED FUND BALANCE FOR THE PURCHASE OF A VEHICLE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT, AND APPROPRIATING \$28,000 IN THE GRANTS FUND FROM UNECUMBERED FUND BALANCE FOR A NARCOTICS INVENTORY CONTROL SYSTEM FOR THE FIRE/EMS DEPARTMENT.

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2025-2026; and

WHEREAS, the City of Coweta, Oklahoma is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget; and

WHEREAS, The Municipal Budget Act allows for budget amendments pursuant to 11 O.S. §17-215(B).

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL THAT THE FOLLOWING SUPPLEMENTAL APPROPRIATIONS BE MADE:

ACCOUNT NUMBER	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT
12-5403.011	Vehicles	\$46,100	Civil Infrastructure Inspector Truck	Fund Balance	\$46,100
Total Capital Improvement Fund		\$46,100			\$46,100
20-5404.060	Machinery & Equipment	\$24,500	Narc ID equipment	Fund Balance	\$24,500
20-5214.060	Medical Supplies	2,250	Narc ID supplies	Fund Balance	2,250
20-5325.060	Contracted Services	1,250	Narc ID software	Fund Balance	1,250
Total Grants Fund		\$28,000			\$28,000
Total All Funds		\$74,100			\$74,100

ADOPTED BY THE COWETA CITY COUNCIL ON THIS 4th DAY OF MAY, 2026.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, Interim City Attorney

ATTEST:

Marcy Kilgore, City Clerk



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD OF TRUSTEES ELECTION
BALLOT**

Date: June 1, 2026

BACKGROUND

This item was unanimously approved on May 4, 2026 to cast votes for Justin Battles, Pam Polk, and Tim Lyon. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the decision on May 4, 2026.

The City of Coweta participates in OMAG's Municipal Liability Protection Plan, Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan. OMAG's Board of Trustees consists of seven members elected by municipalities that participate in the various municipal plans OMAG offers. Members serve a three-year term and are elected on a rotating basis, two members in the first and second years, and three members in the third year. Trustees meet on a monthly basis.

The current election will fill three trustee spots for a term beginning on July 1, 2026, and lasting three years. These positions are vital for guiding OMAG's policies, strategies, and service enhancements to benefit our member municipalities. The deadline for OMAG to receive ballots is May 15, 2026.

STAFF RECOMMENDATION

Staff recommends a motion to ratify the casting of votes on May 4, 2026 for three (3) nominees to serve on the OMAG Board of Trustees.

ATTACHMENTS

1. 2026 OMAG Ballot

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP 2026 Election of THREE Trustees For a three-year term starting July 1, 2026

The biographical sketch on the next page for each nominee was written by the person who made the nomination. **YOU MAY VOTE FOR THREE (3) NOMINEES** by placing a check mark next to their names below.

CITY CLERK'S OFFICE
RECEIVED

APR 06 2026

CITY OF COWETA CITY CLERK
WAGONER COUNTY
STATE OF OKLAHOMA

_____ Justin Battles, Assistant City Manager, Mustang (Incumbent)

_____ Tim Lyon, City Manager, Midwest City (Incumbent)

_____ Pam Polk, City Manager, Durant (Incumbent)

_____ Brady Moore, City Manager, Stillwater

_____ Cody Roe, City Manager, McLoud

_____ Michael Shannon, City Manager, Guvmon

_____ Cecilia Taft, City Clerk, Spencer

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2026
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2026*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a fax of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES, limited to 50 words

JUSTIN BATTLES (Incumbent) Justin Battles is passionate about communities, working with others and the organizations that support them. As the Assistant City Manager for the City of Mustang, he recognizes and understands the demands that cities and towns face. Justin has 24 years of municipal experience. He knows that together we can succeed. (Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

TIM LYON (Incumbent) Tim Lyon has over 40 years of local government experience specializing in Risk Management, a Master's Degree, and is an accredited City Manager. For the past 26 years, he has served the City of Midwest City in various management functions. He has served on the OMAG Board for two terms. (Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

PAM POLK (Incumbent) Pam Polk is the city manager of Durant. She holds bachelor's and master's degrees. Pam is a credentialed manager through ICMA. She was awarded the Gerald Wilkins Award for Oklahoma City Manager of the Year 2017 and OML Woman of the Year 2022. Pam also serves on the OML BOD. (Durant participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

BRADY MOORE Named Stillwater City Manager in December 2024 after serving two terms as Interim City Manager. Brady Moore served roles of Chief Innovation Officer, Economic Development Director, Assistant and Deputy City Manager. Project leadership includes: \$14.5M downtown City park, alternative work schedule, Rails-to-Trails conversion, and \$3B Google data center campus. (Stillwater participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CODY ROE Currently serving as City Manager for the City of McLoud, Cody has over 16 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHAEL SHANNON Michael Shannon serves as City Manager of Guymon, overseeing municipal operations, infrastructure, utilities, and economic development. With decades of municipal experience, he emphasizes fiscal responsibility, collaboration and long-term planning. He led major initiatives including the Mesa Water Project and helped secure the OWRB's 2060 Water Excellence Award. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

CECILIA TAFT Cecilia Taft of Luther, Oklahoma, is a focused and driven public service professional. She has served as City Clerk for the City of Spencer since 2020 and previously held administrative leadership roles with Langston University and the Clark County School District. (Spencer participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

END.



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www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **EASTERN OKLAHOMA DEVELOPMENT DISTRICT EXECUTIVE COMMITTEE
NOMINATION BALLOT**

Date: June 1, 2026

BACKGROUND

This item was unanimously approved on May 4, 2026 to nominate Mayor Hogue to serve on the Executive Committee with McKay Hale as alternate. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the nominations approved on May 4, 2026.

The City of Coweta is a member of the Eastern Oklahoma Development District (EODD), which is based in Muskogee. EODD is a cooperative council of governments (COG) dedicated to improving the quality of life across Eastern Oklahoma. The district serves as an extension of local government staffs by providing expertise and support to communities that may lack sufficient full-time personnel or specialized knowledge to meet federal and state requirements.

The EODD has provided a ballot for nominating a candidate to serve on the Executive Committee for the EODD. The City Council may nominate Naomi Hogue as mayor, with the option of naming an alternate to attend meetings in the mayor's absence. Alternatively, the Council may select one of the other two nominees from the ballot (Tim Kelley, Wagoner County Commissioner, or Dalton Self, Mayor of Wagoner).

STAFF RECOMMENDATION

Staff recommends a motion to ratify the action taken on May 4, 2026, nominating Mayor Naomi Hogue to the Executive Committee for the Eastern Oklahoma Development District and Assistant City Manager McKay Hale as the Alternate Representative.

ATTACHMENTS

- 1. FY27 EODD Executive Committee Ballot



EASTERN OKLAHOMA DEVELOPMENT DISTRICT

P.O. Box 1367 Muskogee, OK 74402
Telephone (918)682-7891 | Fax (918)682-5444
www.eoddok.org

Election of FY 26-27 Executive Committee

The following are board members from your county or special interest who are eligible to serve on the Executive Committee for FY 26-27. Please mark your choice and return by May 14, 2026 so your choice can be counted.

Executive Committee Members must be able to attend meetings before each monthly board meeting.

Please mark the candidate of your choice:

Tim Kelley

Dalton Self

Naomi Hogue



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Memorandum

To: Honorable Mayor and City Council

From: Michael Bell, Police Chief

Re: **FORMAL INVESTIGATION INTO PUBLIC ALLEGATIONS OF MISCONDUCT
INVOLVING CITY OFFICIALS AND STAFF**

Date: June 1, 2026

BACKGROUND

An investigation of the Coweta City Council and City staff was unanimously approved on May 4, 2026, with the deletion of item number 4 listed in the letter. Vice Mayor Barnett requested that the allegations of the harassment of children be dealt with separately. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the decision made on May 4, 2026.

Title 11 O.S. Section 10 106(4), vests the City Council with the power to “Inquire into the conduct of any office, department or agency of the city, and investigate municipal affairs, or authorize and provide for such inquiries;”

STAFF RECOMMENDATION

Staff recommends a motion to ratify the actions taken on May 4, 2026 regarding the investigation of the Coweta City Council and City Staff.

ATTACHMENTS

1. 260504-City of Coweta Investigation

CITY OF Coweta

POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH (918) 486-2189 • FAX (918) 486-5366

www.cityofcoweta-ok.gov

City of Coweta
Office of the City Council
310 S. Broadway
Coweta, Oklahoma 74429

Date: April 21, 2026

To: Chief of Police Mike Bell
Coweta Police Department

From: City Council, City of Coweta

Subject: Directive to Initiate Formal Investigation into Public Allegations Involving City Officials and Staff

Chief Bell,

Pursuant to the authority vested in the City Council of the City of Coweta, and in response to multiple public allegations received concerning potential misconduct involving members of the City Council, the City Manager, and/or City staff, you are hereby directed to initiate a comprehensive and impartial investigation into the matters outlined below.

This directive is issued in the interest of transparency, accountability, and the maintenance of public trust in municipal government operations.

Scope of Investigation

You are directed to investigate the following allegations:

1. Real Estate Activities and Licensing Compliance

Whether the City Manager and/or any Council Member engaged in the sale or facilitation of real property transactions while acting in an official capacity without proper licensure, or in violation of Oklahoma real estate laws, including but not limited to:

- Oklahoma Real Estate License Code

2. Non-Disclosure Agreements and Public Records Compliance

Whether any City official or employee executed, enforced, or utilized any non-disclosure agreement in violation of state law, and whether any such documents were improperly withheld from public disclosure:

- Oklahoma Open Records Act

- Oklahoma Open Meeting Act
- 3. **Bribery, Improper Compensation, or Illegal Transactions (Project Atlas)**
Whether any Council Member, City Manager, or City employee received or solicited bribes, kickbacks, or any form of unlawful compensation in connection with "Project Atlas" or any related municipal project:
 - Oklahoma Bribery Statutes
 - Misconduct in Office
- 4. **Allegations of Harassment Involving Minor Children**
Whether any school staff, citizen, or City Staff initiated harassment or misconduct involving children of Council Members attending Coweta Public Schools, including potential violations of:
 - Oklahoma Harassment and Stalking Laws
- 5. **Misappropriation of Public Funds**
Whether any City official or employee, including the City Manager, engaged in misuse, misappropriation, or unlawful expenditure of public funds in connection with City business or projects:
 - Embezzlement of Public Funds
 - Oklahoma Governmental Ethics Rules
- 6. **Conduct Potentially Bringing Discredit to the City**
Allegations of personal conduct, including but not limited to extramarital relationships, shall be reviewed **only to the extent** that such conduct:
 - Involves misuse of public resources,
 - Creates a conflict of interest, or
 - Otherwise constitutes a violation of law or official policy that could bring discredit upon the City.

Investigative Authority and Coordination

You are authorized to:

- Conduct a full criminal and administrative investigation into the above matters.
- Interview any City employee, elected official, or relevant witness.
- Collect and preserve all relevant documents, electronic records, and communications.
- Coordinate with, request assistance from, or refer matters to outside law enforcement agencies, including but not limited to:
 - Oklahoma State Bureau of Investigation
 - Office of the Oklahoma Attorney General
 - District Attorney's Office Wagoner County

Reporting Requirements

You are directed to:

- Provide periodic status updates to the City Council as appropriate.
- Submit a comprehensive written report of findings upon completion of the investigation.
- Identify any potential criminal violations, administrative violations, or policy breaches.

- Recommend any further action, including referral for prosecution or administrative discipline.

Expectation of Impartiality

This investigation shall be conducted in a fair, impartial, and unbiased manner. All individuals are presumed innocent unless and until evidence establishes otherwise.

The City Council appreciates your prompt attention to this matter and your continued commitment to upholding the integrity of the City of Coweta.

Sincerely,

A handwritten signature in black ink, appearing to read 'Naomi Hogue', with a large, sweeping flourish extending to the right.

Naomi Hogue
Mayor, City of Coweta

Jeremy Barnett, Donald Vieth, and Daniel Beatie
City Council, City of Coweta



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Memorandum

To: Honorable Mayor and City Council

From: Patrick Boulden, City Attorney

Re: **INITIATIVE PETITION REGARDING THE REZONING OF A PARCEL OF LAND
GREATER THAN FORTY-NINE (49) ACRES**

Date: June 1, 2026

BACKGROUND

In considering an Initiative Petition submitted to the City Clerk, the Mayor and Council have certain duties to perform: The pertinent sections of the statutes are as follows:

Section 15-107 - Presentation of Petition to Mayor

When a ballot title has been decided upon, either as approved by the municipal attorney or by the district court, the clerk shall notify the mayor in writing and attach a copy of the petition and ballot title.

Section 15-108 - Consideration of Initiative Petitions by Governing Body - Submission to Voters.

When an initiative petition demands the enactment of an ordinance or resolution, the mayor shall present the petition to the municipal legislative body at its next meeting. If the petition is not granted more than thirty (30) days before the next general municipal election or biennial or special town meeting if the municipality is subject to the Oklahoma Town Meeting Act, the mayor shall submit the ordinance or act so petitioned to the registered voters of the municipality at the next general municipal election or biennial town meeting, whichever is appropriate.

The City Attorney prepared the ballot title and submitted it to the City Clerk on Monday, April 13, 2026. In the absence of a district court challenge, that ballot title became final at the close of business on Thursday, April 23, 2026. Following the presentation from the Mayor and discussion amongst the Council, the next item of business for the Council to consider is whether it wishes to adopt the zoning code amendment proposed by the initiative petition on its own or let it proceed to an election.

STAFF RECOMMENDATION

Staff recommends a motion to ratify the actions taken on May 4, 2026, regarding the Initiative Petition.

ATTACHMENTS

1. 20260413 Final Filed Ballot Title Letter to the City Clerk
2. 20260324 Signed Initiative Petition



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April 13, 2026

CITY CLERK'S OFFICE
RECEIVED

Ms. Marcy Kilgore
Coweta City Clerk
310 South Broadway Street
P.O. Box 850
Coweta, OK 74429

APR 13 2026

CITY OF COWETA CITY CLERK
WAGONER COUNTY
STATE OF OKLAHOMA

Re: Submission of a Revised Ballot Title for the Initiative Petition File on March 24, 2026.

Ms. Kilgore:

I have reviewed the proposed ballot title submitted by Mr. Kenneth Foster with his Initiative Petition on March 24, 2026. The proposed ballot title submitted was that:

Should the rezoning of any plot of land over 49 acres, or any adjacent properties with the sum of over 49 acres, be approved by the voters of the ward in which the land is located?

In compliance with 11 O.S. Section 15-105, I have arrived at the opinion that the gist of the proponent's proposed ballot title is not in proper form or couched in language that may be readily understood by persons not engaged in the practice of law. In sum, it lacks sufficient detail to adequately inform a voter of what is contained in the measure they are asked to approve or reject. For this reason, I submit to you the following ballot title that must be used for an election on this measure:

**"PROPOSITION
PROPOSED ZONING CODE AMENDMENT**

Do you approve adoption of Ordinance Number 916 which would amend Section 12-3C-2-4 of the Coweta City Zoning Code to require that any change in the designated zoning district of any parcel of land over 49 acres, after being approved by the City Council, shall then be subject to approval by the voters in the Council Ward in which the land is located and that the City Council may require that the rezoning applicant pay the cost of such election; that no adjacent parcel of any size can be rezoned within 12 months of the election results; and no amount of adjacent properties of any size with the sum of 49 acres or greater shall be rezoned within a span of 24 months.

[123 words]

Please know that pursuant to 11 O.S. 15-106, any qualified elector who is dissatisfied with the wording of this ballot title may appeal to the Wagoner County District Court, within ten (10) days after it was filed with you on Monday, April 13, 2026. (The 10th day will be Thursday, April 23, 2026.) Written notice of any appeal must be served upon you as City Clerk and upon the proponent who filed the ballot title at least five (5) days before such appeal is heard by the court.

Sincerely,

Patrick T. Boulden
Coweta City Attorney

To the Honorable Naomi Hogue,
Mayor of the city of Coweta:

We, the undersigned legal voters of the State of Oklahoma and the city of Coweta, respectfully order that the following proposed ordinance shall be submitted to the legal voters of the city of Coweta, for their approval or rejection at a special city election to be held on the 6th day of April, 2027, and each for himself says: I have personally signed this petition; I am a legal voter of the State of Oklahoma and the city of Coweta. The question we herewith submit to our fellow voters is: Shall the following ordinance be approved?

“Should the city council or current zoning body choose to approve rezoning of a parcel of land greater than 49 acres, it shall be put up to a vote in a special election to be voted upon by eligible voters of the ward that contains the proposed rezoned lot. No adjacent parcel of any size can be rezoned within 12 months of the election results. No amount of adjacent properties of any size with the sum of 49 acres or greater can be rezoned within a span of 24 months. The city council may choose to have the applicant pay for the cost of the special election.”

Proponents of Record:

Kenneth Foster *29879 E. 154th St S Coweta 74429* *11/20/55*
Legal Name First Last Address Zip Dob mm/dd

Legal Name First Last Address Zip Dob mm/dd

The time for filing this petition expires ninety (90) days from March 6, 2026
begin date

RECEIVED
MAR 24 2026
By *[Signature]*
10:27 AM

CITY CLERK'S OFFICE
RECEIVED

MAR 06 2026

CITY OF COWETA CITY CLERK
WAGONER COUNTY
STATE OF OKLAHOMA

Ballot Question

Should the rezoning of any plot of land over 49 acres, or any adjacent properties with the sum of over 49 acres, be approved by the voters of the ward in which the land is located?

Any zoning of any land over 49 acres must be approved by vote of the ward in which the land is located. Adjacent land cannot be rezoned within 12 months of the election. Adjacent properties, regardless of size, cannot be rezoned in lots that add up to 49 acres or more within a 24 month period. City council can pass the costs of the election to the person or entity requesting rezoning.

Notice: A copy of the petition and all signatures on such petition are public records subject to the Oklahoma Open Records Act.

WARNING

It is a felony for anyone to sign an initiative or referendum petition with any name other than his or her own, or knowing to sign his or her name more than once for the measure, or to sign such petition when he or she is not a legal voter of this state.

Legal Name First Last	Address	Zip	Dob mm/dd
Melvin Anderson	28680 E. 140th Coweta	74429	8/10/69
Joy Anderson	28680 E. 140th Coweta	74429	10-7-74
Jeff Livesay	28645 E. 140th Coweta	74429	2/5/83
Christina Shannon	29823 E. 156th St	74429	8/23/83
THOMAS SHAFER	16004 S. 294 E. AVE, COWETA	74429	3/22/1950
CHRISTINA MARRS	27100 E 131st St S. 74429	74429	1-15-58
GARY WILSON	29544 E 160th St S	74429	06/16/1945
VANESSA WILSON	29544 E. 160th St S	74429	12-23-1954
Robert E. Priebe Jr	29603 E. 155th St S.	74429	04/23/1960
Kelly Priebe	29603 E 155th St S.	74429	11/14/68
Danah Garza	15967 S. 295th E Ave	74429	12/11/61
Genaro Garza	15967 S. 295th E. Ave	74429	04-17-1960
DJche Goodnight	312 So Bixby St	74429	9-25-52

State of Oklahoma,
County of Wagoner,
City of Coweta

I, Cathie Hogate, being first duly sworn, say: That I am at least eighteen (18) years old, a registered voter of this state, and that all signatures on the signature sheet were signed in my presence; I believe that each has stated his or her name, mailing address, county of residence, and date of birth associated with his or her Oklahoma voter registration record, and that each signer is a legal voter of the State of Oklahoma and county of Wagoner and city of Coweta.

Cathie Hogate



Subscribed and sworn to before me this 23rd day of March A.D. 2026.

Jennifer Holmes
Notary Public for Wagoner County
My commission expires 5-2-2027

Any zoning of any land over 49 acres must be approved by vote of the ward in which the land is located. Adjacent land cannot be rezoned within 12 months of the election. Adjacent properties, regardless of size, cannot be rezoned in lots that add up to 49 acres or more within a 24 month period. City council can pass the costs of the election to the person or entity requesting rezoning.

Notice: A copy of the petition and all signatures on such petition are public records subject to the Oklahoma Open Records Act.

WARNING

It is a felony for anyone to sign an initiative or referendum petition with any name other than his or her own, or knowing to sign his or her name more than once for the measure, or to sign such petition when he or she is not a legal voter of this state.

Norma Goodnight	312 S. Birby St	74429	6-3-1958
Legal Name First Last	Address	Zip	Dob mm/dd
Lori Boulevard	15414 S. 29 th E Ave	74429	8-14-1956
Legal Name First Last	Address	Zip	Dob mm/dd
Cheryl Hebert	30318 E 14 th S	74429	10-27-1961
Legal Name First Last	Address	Zip	Dob mm/dd
Julia Boling	30407 E 14 th St. So Coweta, Ok,	74429	
Legal Name First Last	Address	Zip	Dob mm/dd
Larry Walker	13121 S 29 th E Ave	Coweta	74429-58
Legal Name First Last	Address	Zip	Dob mm/dd
Skylar Loyd	32725 E 16 th St S Coweta, OK	74429	8/9/96
Legal Name First Last	Address	Zip	Dob mm/dd
Joyce Potter	30344 E 14 th Sts. Coweta	74429	5-25-50
Legal Name First Last	Address	Zip	Dob mm/dd
Carmen Embrey	16002 S. 29 th E Ave.	74429	12-21-60
Legal Name First Last	Address	Zip	Dob mm/dd
Theresa	16002 S 29 th E Ave	74429	4-17-59
Legal Name First Last	Address	Zip	Dob mm/dd
Graciella Edens	15967 S. 29 th E Ave	74429	5/84
Legal Name First Last	Address	Zip	Dob mm/dd
Robert Edens	15967 S 29 th E Ave	74429	9/9/81
Legal Name First Last	Address	Zip	Dob mm/dd
John Anderson	15916 S 29 th E Ave	74429	06-25-1983
Legal Name First Last	Address	Zip	Dob mm/dd
Julie Anderson	15916 S 29 th E Ave	74429	09-11-1983
Legal Name First Last	Address	Zip	Dob mm/dd

State of Oklahoma,
County of Wagoner,
City of Coweta

I, Cathie Hogate, being first duly sworn, say: That I am at least eighteen (18) years old, a registered voter of this state, and that all signatures on the signature sheet were signed in my presence; I believe that each has stated his or her name, mailing address, county of residence, and date of birth associated with his or her Oklahoma voter registration record, and that each signer is a legal voter of the State of Oklahoma and county of Wagoner and city of Coweta.

Cathie Hogate



Subscribed and sworn to before me this 23rd day of March A.D. 2026.

Jennifer Holmes
Notary Public for Wagoner County
My commission expires 5-2-2027

Any zoning of any land over 49 acres must be approved by vote of the ward in which the land is located. Adjacent land cannot be rezoned within 12 months of the election. Adjacent properties, regardless of size, cannot be rezoned in lots that add up to 49 acres or more within a 24 month period. City council can pass the costs of the election to the person or entity requesting rezoning.

Notice: A copy of the petition and all signatures on such petition are public records subject to the Oklahoma Open Records Act.

WARNING

It is a felony for anyone to sign an initiative or referendum petition with any name other than his or her own, or knowing to sign his or her name more than once for the measure, or to sign such petition when he or she is not a legal voter of this state.

Xavier GATS 28461 E 137th St South 74429 11/09/1996

Legal Name First Last Address Zip Dob mm/dd

Dylan McV... 28445 E 137th St S 74429 3/30/99

Legal Name First Last Address Zip Dob mm/dd

Madison M... 74429 3/31/26

Legal Name First Last Address Zip Dob mm/dd

Sean Allison 28455 E 137th St S 74429 8/19/1997

Legal Name First Last Address Zip Dob mm/dd

Christopher... 28470 E 137th St S 74429 09/13/1982

Legal Name First Last Address Zip Dob mm/dd

Martha J. Reece 28485 E 137th St S 74429 1-30-26

Legal Name First Last Address Zip Dob mm/dd

Valentina... 28506 E 137th St S 74429 7/7/65

Legal Name First Last Address Zip Dob mm/dd

Simpson Leona 28494 E 137th St S 74429 10/24/48

Legal Name First Last Address Zip Dob mm/dd

Jack... 28513 E 137th St S 74429 9-3-56

Legal Name First Last Address Zip Dob mm/dd

Bern... 28545 E 136 St S 74429 09/15/46

Legal Name First Last Address Zip Dob mm/dd

Legal Name First Last Address Zip Dob mm/dd

Legal Name First Last Address Zip Dob mm/dd

Legal Name First Last Address Zip Dob mm/dd

State of Oklahoma,
County of Wagoner,
City of Coweta

I, Kem Kirk, being first duly sworn, say: That I am at least eighteen (18) years old, a registered voter of this state, and that all signatures on the signature sheet were signed in my presence; I believe that each has stated his or her name, mailing address, county of residence, and date of birth associated with his or her Oklahoma voter registration record, and that each signer is a legal voter of the State of Oklahoma and county of Wagoner and city of Coweta.

Kem Kirk

Subscribed and sworn to before me this 23 day of March A.D. 2020.

Jm



Any zoning of any land over 49 acres must be approved by vote of the ward in which the land is located. Adjacent land cannot be rezoned within 12 months of the election. Adjacent properties, regardless of size, cannot be rezoned in lots that add up to 49 acres or more within a 24 month period. City council can pass the costs of the election to the person or entity requesting rezoning.

Notice: A copy of the petition and all signatures on such petition are public records subject to the Oklahoma Open Records Act.

WARNING

It is a felony for anyone to sign an initiative or referendum petition with any name other than his or her own, or knowing to sign his or her name more than once for the measure, or to sign such petition when he or she is not a legal voter of this state.

Legal Name First Last	Address	Zip	Dob mm/dd
David R. Hogate	13650 S 287E AVE. COWETA OK	74429	07/15/47
Angela Mashburn	404 S. Fairland Ave	74429	8/6/75
Jamie Parnell	14050 S 303 E AVE	74429	4/23/77
Cathie Hogate	13650 S. 287 th E Ave	74429	08/06/49
Charles Parnell	14050 E 303 rd E Ave	74429	6/17/83
Margaret Williams	30374 E 144 th St. S	74429	08/20/1976
Shanetta Gels	23481 E MT th St S	74429	7-23-73
Marianne Dodson	29597 E. 159 th St. S.	74429	9-21-1957
Donna Harley	14081 S. 295 th Ave	74429	1-19-62
Patricia Whitehurst	508 S Delaware Av	74429	3-4-61
Jammy Beley	13694 S 284 th E Ave,	74429	05-06-1967
Paula D Greenfield	13685 S. 284 th E. Ave	74429	3/21/1953
M. Kathryn Beiner	13685 S 284 th E. Ave	74429	05/25/1932

State of Oklahoma,
County of Wagoner,
City of Coweta

I, Cathie Hogate, being first duly sworn, say: That I am at least eighteen (18) years old, a registered voter of this state, and that all signatures on the signature sheet were signed in my presence; I believe that each has stated his or her name, mailing address, county of residence, and date of birth associated with his or her Oklahoma voter registration record, and that each signer is a legal voter of the State of Oklahoma and county of Wagoner and city of Coweta.

Cathie Hogate



Subscribed and sworn to before me this 23rd day of March A.D. 2026.

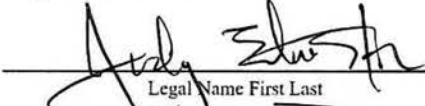

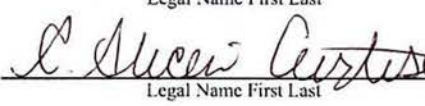
Jennifer Holmes
Notary Public for Wagoner County
My commission expires 5-2-2027

Any zoning of any land over 49 acres must be approved by vote of the ward in which the land is located. Adjacent land cannot be rezoned within 12 months of the election. Adjacent properties, regardless of size, cannot be rezoned in lots that add up to 49 acres or more within a 24 month period. City council can pass the costs of the election to the person or entity requesting rezoning.

Notice: A copy of the petition and all signatures on such petition are public records subject to the Oklahoma Open Records Act.

WARNING

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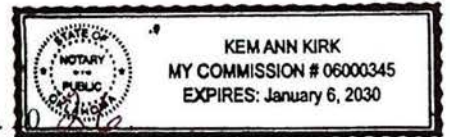
 Legal Name First Last	16011 S 296th E. Ave Address	74429 Zip	1-31-57 Dob mm/dd
 Legal Name First Last	27635 E. 146th St S Cowetz Address	74429 Zip	01-29-69 Dob mm/dd
 Legal Name First Last	274635 E. 146th St. Address	74429 Zip	11-01-70 Dob mm/dd
Legal Name First Last	Address	Zip	Dob mm/dd
Legal Name First Last	Address	Zip	Dob mm/dd
Legal Name First Last	Address	Zip	Dob mm/dd
Legal Name First Last	Address	Zip	Dob mm/dd
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Legal Name First Last	Address	Zip	Dob mm/dd
Legal Name First Last	Address	Zip	Dob mm/dd

State of Oklahoma,
County of Wagoner,
City of Coweta

I, Katherine Stappelman-Foster being first duly sworn, say: That I am at least eighteen (18) years old, a registered voter of this state, and that all signatures on the signature sheet were signed in my presence; I believe that each has stated his or her name, mailing address, county of residence, and date of birth associated with his or her Oklahoma voter registration record, and that each signer is a legal voter of the State of Oklahoma and county of Wagoner and city of Coweta.

Katherine Stappelman-Foster

Subscribed and sworn to before me this 23 day of March A.D. 2020



Kem Ann Kirk

Any zoning of any land over 49 acres must be approved by vote of the ward in which the land is located. Adjacent land cannot be rezoned within 12 months of the election. Adjacent properties, regardless of size, cannot be rezoned in lots that add up to 49 acres or more within a 24 month period. City council can pass the costs of the election to the person or entity requesting rezoning.

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Coweta OK

Angela A Hetherington 15534 S 299 E Ave 74429 10/28/1959
 Legal Name First Last Address Zip Dob mm/dd

Kenneth A. Hetherington 15534 S 299th E Ave 7442 11-27-1957
 Legal Name First Last Address Zip Dob mm/dd

Monte Hunter 15571 S. 299 E. Ave 74429 8-30-1949
 Legal Name First Last Address Zip Dob mm/dd

Bonnie Hunter 15571 S. 299th E. Ave. 74429 2-7-1957
 Legal Name First Last Address Zip Dob mm/dd

Douglas R Banner 15483 S. 299th E Ave 74429 2/12/1959
 Legal Name First Last Address Zip Dob mm/dd

Keri G. Quinn 15483 S. 299th E. Ave 74429 8/14/1966
 Legal Name First Last Address Zip Dob mm/dd

Ted Peterson 29867 E 154th S 74429 11-10-1981
 Legal Name First Last Address Zip Dob mm/dd

Clarice S. Miller 29885 E. 156th S. S. 74429 4/9/53
 Legal Name First Last Address Zip Dob mm/dd

Alm R. Hansen 626 W. Dogwood ST 74429 10-11-1960
 Legal Name First Last Address Zip Dob mm/dd

Millie Swartz 29852 E 154th S. 74429 5/1/71
 Legal Name First Last Address Zip Dob mm/dd

Kathleen G. Stappman-Foster 29879 E 154th S. 74429 4-2-66
 Legal Name First Last Address Zip Dob mm/dd

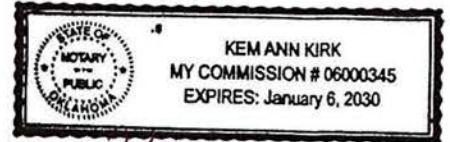
[Signature] 29879 E 154th S. 74429 11-28-1955
 Legal Name First Last Address Zip Dob mm/dd

Legal Name First Last Address Zip Dob mm/dd

State of Oklahoma,
County of Wagoner,
City of Coweta

I, Katherine Stappelman Foster being first duly sworn, say: That I am at least eighteen (18) years old, a registered voter of this state, and that all signatures on the signature sheet were signed in my presence; I believe that each has stated his or her name, mailing address, county of residence, and date of birth associated with his or her Oklahoma voter registration record, and that each signer is a legal voter of the State of Oklahoma and county of Wagoner and city of Coweta.

Katherine Stappelman Foster



Subscribed and sworn to before me this 23 day of March A.D. 2026.

KemAnn Kirk



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Patrick Boulden, City Attorney

Re: **ORDINANCE NO. 916 - THE REZONING OF A PARCEL OF LAND GREATER THAN FORTY-NINE (49) ACRES SHALL BE SUBJECT TO A SPECIAL ELECTION**

Date: June 1, 2026

BACKGROUND

Ordinance 916 was considered on May 4, 2026, but the item died due to the lack of a motion. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the lack of a motion on May 4, 2026.

The following statute provides that if the City Council declines to approve an ordinance proposed by initiative petition, the initiative petition shall then be submitted to the voters for their approval or rejection.

Section 15-108 - Consideration of Initiative Petitions by Governing Body - Submission to Voters.

When an initiative petition demands the enactment of an ordinance or resolution, the mayor shall present the petition to the municipal legislative body at its next meeting. If the petition is not granted more than thirty (30) days before the next general municipal election or biennial or special town meeting if the municipality is subject to the Oklahoma Town Meeting Act, the mayor shall submit the ordinance or act so petitioned to the registered voters of the municipality at the next general municipal election or biennial town meeting, whichever is appropriate.

Ordinance No. 916 submits to the City Council an opportunity for it to approve, table, or decline to take action on the zoning code amendment proposed by initialize petition. If the City Council does not approve Ordinance No. 916, it will be resubmitted at a future City Council meeting for its formal submission to the voters of the City.

STAFF RECOMMENDATION

Staff recommends a motion to ratify the actions taken on May 4, 2026 regarding Ordinance 916.

ATTACHMENTS

1. 20260504 Final Ordinance 916 Amending Section 12-3C-2-4

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 916

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA; AMENDING COWETA CITY CODE, TITLE 12, "ZONING", CHAPTER 12-3 "ADMINISTRATION AND ENFORCEMENT", ARTICLE 12-3C "AMENDMENTS", DIVISION 12-3C-2 "ZONING MAP AMENDMENTS", SECTION 12-3C-2-4 "CITY COUNCIL ACTION"; INSERTING A NEW SUBSECTION "B" THAT REQUIRES THAT ANY CITY COUNCIL APPROVAL OF A REZONING OF A PARCEL OF LAND GREATER THAN FORTY-NINE (49) ACRES SHALL BE SUBJECT TO APPROVAL IN A SPECIAL ELECTION VOTED UPON BY VOTERS OF THE WARD WHICH CONTAINS THE PROPOSED REZONING LOT; PROHIBITING THE REZONING OF CERTAIN ADJACENT PROPERTIES WITHIN TWELVE (12) AND TWENTY-FOUR (24) PERIODS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA:

Section 1. That Coweta City Code Title 12, "Zoning", Chapter 12 3 "Administration And Enforcement", Article 12-3C "Amendments", Division 12-3C-2 "Zoning Map Amendments", 12-3C-2-4 "City Council Action", be and the same is now amended to read as follows:

"12-3C-2-4 City Council Action

- A. The City Council shall hold a hearing on each application transmitted from the Planning Commission and on any proposed zoning map amendment initiated pursuant to CCC 12-3B-5A2. The City Council shall approve the application as submitted, or as amended, or approve the application subject to modification, or deny the application.
- B. Should the City Council or current zoning body choose to approve rezoning of a parcel of land greater than 49 acres. it shall be put up to a vote in a special election to be voted upon by eligible voters of the ward that contains the proposed rezoned lot. No adjacent parcel of any size can be rezoned within 12 months of the election results. No amount of adjacent properties of any size with the sum of 49 acres or greater can be rezoned within a span of 24 months. The city council may choose to have the applicant pay for the cost of the special election.
- C. Prior to the hearing on the proposed rezoning ordinance before the City Council, the applicant shall remit to the office of the City Clerk the application fee as set by resolution.
- D. In case of a protest against such zoning change filed at least three days prior to the public hearing before the Planning Commission by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 50 percent or more of the area of the lots within a 300-foot radius of the exterior boundary of the territory included

in a proposed change, such amendment shall not become effective except by the favorable vote of three-fifths of all the members of the City Council.”

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety and, because of this emergency this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 4th day of May 2026.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick T. Boulden, City Attorney



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **WARD 3 APPOINTMENT**
Date: June 1, 2026

BACKGROUND

Candidates were considered for appointment to Ward 3 on May 4, 2026. A motion was approved to continue to accept applications for consideration at the June 1, 2026 Council meeting. However, it was discovered that the exterior doors to City Hall were inadvertently locked at 7:00 p.m. Therefore, this item is being considered again to ratify the decision to continue to accept applications for consideration at the June 1, 2026 City Council meeting.

Councilmember Joshua Wilburn recently resigned his seat in Ward 3. According to State Statute 11 O.S. Section 8-109, the City Council shall appoint a person to fill a vacancy by a majority vote of the remaining members, with that person to serve until the next municipal general election.

Three qualified candidates have applied to be interviewed for the position: Tim Ahlstrom, Todd Griebel, and Billy Embrey, (see attached applications). One other candidate applied but subsequently withdrew his application. Other candidates may be considered for applications not received by the time the agenda was posted.

Attached is a summary of deadlines applicable to the appointment or election of candidates for Ward 3.

STAFF RECOMMENDATION

Staff recommends a motion to ratify the actions taken on May 4, 2026.

ATTACHMENTS

1. 260409- Tim Ahlstrom- City Council Ward 3

2. 260409- Todd Griebel- City Council Ward 3
3. 260409-Billy Embrey-City Council Ward 3
4. Ward 3 Special Election Dates and Deadlines

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Wednesday, April 8, 2026 7:49:25 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Ahlstrom
First Name	Tim
Middle Initial	<i>Field not completed.</i>
Suffix	<i>Field not completed.</i>
Street Address	29665 E 158th St S
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	Oklahoma
Zip Code	74429
Phone Number	918-304-9530
Email	Kathyahlstrom@yahoo.com
Preferred method of contact	Phone
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

I am the owner of Rocking A Remodeling and Construction, where I have built a strong reputation for quality workmanship, project management, and hands-on leadership. Through years of experience in the construction and remodeling industry, I have developed practical knowledge in budgeting, planning, infrastructure, and problem solving and skills that directly translate to effective decision making at the city level.

I understand the importance of responsible growth, maintaining community standards, and ensuring that projects are completed efficiently and with accountability. My background working with homeowners and businesses has given me a clear understanding of the needs and concerns of local residents.

In addition to my professional experience, I am deeply rooted in the community being married to Kathy Sloat-Ahlstrom, who has longstanding ties to local veterans and community service through her family, including her brother, Donald P. Sloat. Together, we share a strong commitment to supporting the community, honoring local values, and advocating for responsible leadership.

My business experience, community involvement, and commitment to service positions me well to carry out the duties and responsibilities of a city council member.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

I am committed to serving the community by bringing practical experience, sound judgment, and a strong work ethic to the role. As a business owner I understand the importance of responsible planning, fiscal accountability, and maintaining the integrity and growth of the city.

I am motivated to serve in order to be a voice for residents, ensuring that decisions are made with transparency, fairness, and the long term best interest of the community in mind. I believe in supporting smart development while preserving the character and values that make the community strong.

My goal is to contribute a common sense approach to problem-solving, advocate for local families and businesses, and help guide thoughtful, sustainable progress. Through this role, I am dedicated to listening, engaging, and working collaboratively to make a positive and lasting impact.

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or

No

no contest plea
thereto?

If yes, please give
details of the
conviction(s) and
explain

Field not completed.

Do you anticipate any
conflicts of interest on
issues which may be
decided by the Board
or Commission on
which you are
interested in serving.

No

Do you currently hold
any offices under the
laws of the State of
Oklahoma? Such
offices would include
but not be limited to
working for a
municipality, county, or
state.

No

Do you understand that
attendance and active
support is required for
each appointee?

Yes

Signature

Tim Ahlstrom

Date

4/8/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Wednesday, April 8, 2026 6:06:12 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Griebel
First Name	Todd
Middle Initial	<i>Field not completed.</i>
Suffix	<i>Field not completed.</i>
Street Address	29435 east 157th st S
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	Oklahoma
Zip Code	74429
Phone Number	5636760522
Email	UnclBeav21@aol.com
Preferred method of contact	Phone
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

Multiple church committees in the last 14 years , managed multiple people under my supervision at work.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

I feel I can bring a positive attitude along with logical thought .

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto?

No

If yes, please give details of the conviction(s) and explain

Field not completed.

Do you anticipate any conflicts of interest on issues which may be decided by the Board or Commission on which you are interested in serving.

No

Do you currently hold any offices under the laws of the State of Oklahoma? Such offices would include but not be limited to working for a municipality, county, or

No

state.

Do you understand that attendance and active support is required for each appointee? Yes

Signature Todd Griebel

Date 4/8/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Thursday, April 9, 2026 11:08:45 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Embrey
First Name	Billy
Middle Initial	R
Suffix	<i>Field not completed.</i>
Street Address	16002 South 295th East Ave
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	OK
Zip Code	74429
Phone Number	9187284986
Email	billyembrey@cox.net
Preferred method of contact	Email
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

Retired Air Force, 10 years Sales in Fortune 500 company in Tulsa, 12 years Coweta city council, 10 years experience working with DEQ and ODOT, experience working with developers in housing in Coweta.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

I bring alot to the table with past experience in City government and development in Coweta. I would like to help get the council back in goid standing with our citizens and continue the growth needed for Coweta.

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto?

No

If yes, please give details of the conviction(s) and explain

Field not completed.

Do you anticipate any conflicts of interest on issues which may be decided by the Board or Commission on which you are interested in serving.

No

Do you currently hold any offices under the laws of the State of Oklahoma? Such offices would include but not be limited to working for a municipality, county, or

No

state.

Do you understand that attendance and active support is required for each appointee? Yes

Signature Billy Embrey

Date 4/9/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

City Council Ward 3 Special Election Dates and Deadlines

Tuesday, April 7, 2026

Submission and effective date of the resignation of Joshua Wilburn.

Wednesday, April 8 thru Saturday, June 6, 2026

The 60-day period within which the City Council is authorized to appoint a successor to Joshua Wilburn. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election. 11 O.S. 8-109(A).

Sunday, June 7, 2026

The first day upon which the City Council may adopt an Election Resolution to elect a successor to Joshua Wilburn

Monday, June 8, 2026

Suggested day that the City Council hold a Special Meeting to adopt an Election Resolution. Ideally this would be conducted in the morning so that the Election Board can be served with the Resolution before they close at 4:30 p.m.

Wednesday, June 10, 2026, 4:30 p.m.

The legal last date and time the City's Election Resolution must be served on the Wagoner County Election Board. This is 75 days before the August 25, 2026, election day. This is the federal requirement to provide additional time for absentee ballots to be provided to and received from the military overseas, since August 25 is a federal and state primary runoff day.

Monday thru Wednesday, June 15-17, 2026

The suggested days that Declarations of Candidacy be filed with the Wagoner County Election Board. These dates must be identified in the Election Resolution. There are no prescribed days for this to occur, except as described in the following item,

Sunday, June 21, 2026

The Election Board calendar states that Sunday, June 21 is the last day to begin the Special Election Filing Period.

Friday, July 31, 2026

This is the last day that voters can register to vote before the August 25, 2026, election.

Tuesday, August 25, 2026, 7:00 a.m. to 7:00 p.m.

ELECTION DAY

Councilmember Qualifications

1. Candidates shall be residents and registered voters in City of Coweta Ward 3 for at least six (6) months prior to filing their declaration of candidacy.
2. They shall be actual residents of Coweta City Council Ward 3 at the time of their candidacy and election,

11 O.S. Sections 8-101 and 16-110; Coweta City Code Section 1-7A-1(B)



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: McKay Hale, Assistant City Manager
Re: **FY26 AUDIT PROPOSAL**
Date: June 1, 2026

BACKGROUND

Title 11, Section 17-105 of the Oklahoma State Statutes requires a full and complete annual audit of the City's financial statements to be conducted by an independent auditor. The objective of the audit is for the auditor to express an opinion on whether the City's financial statements are fairly presented and whether they conform to generally accepted accounting principles and standards. During the audit, the auditor will examine items such as customer accounts, revenues received, cash disbursements, check reconciliations, debt reconciliations, pledged collateral, general ledger entries, and capital asset inventory.

Attached for your review is a proposal from Hinkle & Company, PC to conduct the annual Financial and Compliance Audit for the Fiscal Year Ending June 30, 2026. The fee for the audit service is \$29,000, plus an additional \$5,500 for a Single Audit. A Single Audit will be required if we expend over \$1,000,000 in federal funding during fiscal year 2026, but this is not anticipated. The cost of the audit is split between the City and the Public Works Authority.

STAFF RECOMMENDATION

Staff recommends a motion to accept the proposal from Hinkle & Company, PC to provide auditing services for the fiscal year ending June 30, 2026, in the amount of \$34,500, with half being paid by the Coweta Public Works Authority, and authorization for the Mayor and City Manager to accept and sign all documents related to the engagement.

ATTACHMENTS

1. City of Coweta - PDF
2. Hinkle & Company Proposal



**HINKLE &
COMPANY**
Strategic ^{PC}
Business Advisors

May 15, 2026

City of Coweta
P.O. Box 850
Coweta, Oklahoma 74429

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Coweta (the City), as of June 30, 2026 and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedule and notes for the General Fund, schedules of the City's proportionate share of the net pension liability and the City's contributions, be presented to supplement the City of Coweta basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

5028 E. 101st Street
Tulsa, OK 74137
TEL: 918.492.3388
FAX: 918.492.4443
www.hinklecpas.com

- Management's Discussions and Analysis
- Budgetary Comparison Schedules - General Fund
- Notes to Budgetary Comparison Schedule
- Schedule of the City's proportionate share of the net pension liability
- Schedule of the City's contributions

Supplementary information other than RSI will accompany the City of Coweta basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following information in relation to the financial statements as a whole:

- Combining Statements – Nonmajor governmental funds
- Budgetary Comparison Schedule – Major Governmental Funds (Capital Improvement Fund)
- Fiscal Year 2025 Operating Report

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.



Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.



Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the board of directors of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.



As part of a compliance audit in accordance with GAAS *and*, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;



6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;



20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Kirk Vanderslice is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the auditing services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. *We will work with your staff to schedule the audit to meet the City's needs.*

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$29,000 and an additional \$5,500 for the single audit if applicable. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.



Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Hinkle & Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle & Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Mayor and Audit Committee, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;



- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement's compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hill & Company, PC

This letter correctly sets forth our understanding of the City of Coweta.

Mayor Naomi Hogue
City of Coweta

Date



Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

City of Coweta, Oklahoma
Proposal for Audit Services
Year Ended June 30, 2025

Hinkle & Company, PC

5028 E. 101st Street
Tulsa, OK 74137
(918) 492-3388
www.hinklecpas.com

Kirk Vanderslice
Audit Partner
kirk@hinklecpas.com

May 19, 2025



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May 19, 2025

City of Coweta
PO Box 850
Coweta, OK 74429-0850

Re: City of Coweta – RFP

We are pleased to respond to the City of Coweta (The City). Request for Proposal for External Audit Services for the fiscal year ending June 30, 2025, with the option to provide audit services for the subsequent two years, as outlined in the Request for Proposal. We believe Hinkle & Company, PC, is the best qualified Firm to perform the City's professional auditing services since we focus and specialize in providing governmental audit services throughout Oklahoma.

We strive to be helpful to our clients throughout the audit process. That means we offer comments and suggestions throughout the engagement where the City can improve their procedures. We work within your staff's daily work to not overwhelm them. Our workpapers are electronic and we set up a secure portal that allows you to upload Prepared by Client (PBC) files as you complete them. Typically, we can complete approximately 80% of the audit remotely. This will lessen the burden on you and your staff.

Hinkle & Company, PC is a regional Public Accounting Firm with offices located in Tulsa, Oklahoma and in Englewood, Colorado. Both offices specialize in audits of local governmental industry, we can provide efficient services and timely notification of technical issues. Our audit team includes partners, managers and professional staff that are experienced, competent, dependable, flexible, and easy to work with. Our team is sensitive to the fact that during the audit process, the City's daily operations must continue with as little interruption as possible.

Hinkle & Company, PC strives to provide services to our clients to meet their goals and exceed their expectations. Ultimately, the key to our success is our people and their willing commitment to partner with our clients to help them succeed. As a regional and local Firm, the City will receive the same personal service as if we were your next-door neighbor. You will find this presentation has a simple purpose – to share the values and qualifications of our Firm and to reinforce the values and benefits our Firm can provide to the City leadership teams.

We have outlined in detail our approach to your audit, along with the anticipated time in each segment. We believe there are four (4) hallmarks that make us stand out:

- More experienced professionals on site during the audit.
- A commitment to clear and timely communication throughout the entire audit process.
- Professionalism – we will treat your staff with the respect they deserve.
- A high-quality audit and lower costs than the national firms.

We fully understand the work to be performed as described in the Request for Proposal and have included our specific approach to providing financial auditing services in our proposal. We are available and committed to meeting the time requirements and deadlines as outlined in the Request for Proposal.

This proposal and presented fees represent a firm and irrevocable offer for 90 days after submittal deadline date and the periods covered as described in Request for Proposal. We commit to performing the work within the time frames as outlined by the City.

The representative for Hinkle & Company, PC, is Kirk Vanderslice. He is authorized to submit this proposal as well as sign a contract with the City of Coweta. Kirk can be reached by telephone at (918) 492-3388 and by email at Kirk@HinkleCPAs.com.

Thank you for considering Hinkle & Company, PC as the external auditors for the City of Coweta. Please let us know if we can provide further information or answer any questions.

Yours truly,
Hinkle & Company, PC



Kirk Vanderslice, CPA, Partner



Part I: Introduction & Scope of Work

Hinkle & Company, PC submits this proposal to perform the following audits for City of Coweta (the City) for the fiscal year June 30, 2025, and for the year then ended and for each of the two (2) following fiscal years.

Hinkle & Company, PC will perform a general-purpose financial audit in accordance with GAAP.

Hinkle & Company, PC will perform other services including, but not limited to, financial audits for the City.

Hinkle & Company, PC represents that it has read and agrees to the general information and provisions as it relates to the services being proposed.

Part II: Terms and Conditions

Hinkle & Company, PC represents that it has read and agrees to the terms and conditions of this RFP as it relates to the services being proposed. Hinkle & Company, PC also represents that the proposal submitted from us will remain in effect for a period of ninety (90) days after the closing date.

Commitment to Governmental Auditing

Hinkle & Company, PC is committed to Governmental Auditing. We provide services to more Oklahoma Colleges and Universities, Government Authorities, and Cities than most other CPA firms.

Involvement/Contact with Oversight Agencies

Hinkle & Company, PC has a rich history of involvement with GASB and FASB representatives, Office of Inspector General (OIG), Internal Revenue Service, Department of Education review teams in Dallas, Chicago & Seattle, on behalf of clients. We are active members of the AICPA - GAQC and participate in regular webinars which provide updates on standards by GASB & Uniform Guidance.

Part II: Terms and Conditions (Continued)

Independence of Principals & Training Opportunities

Hinkle & Company, PC acknowledges there are no known conflicts of interest and affirms it is independent of the City of Coweta. We will also provide your staff with regular updates on professional standards through our other sources as changes occur. We will provide your accounting department with access to our CCH accounting research database.

Peer Review

Our most recent peer review report is an unqualified report and is attached hereto as Exhibit 2. We have also had Quality Control Reviews (QCRs) by the U.S. Department of Education (ED) Office of Inspector General (OIG), also referred to as ED-OIG, covering both for-profit post-secondary schools subject to the SFA Audit Guide and non-profit college and universities subject to OMB Circular A-133. Both QCRs found no reporting or performance issues. Every quality review Hinkle & Company, PC has been associated with has reflected only the highest standard of audit excellence.

CPE Requirements

Each of our CPAs obtains on average 50 - 60 hours of annual continuing professional education. This is up to 50% more than Oklahoma state law requires. Included in those hours are the required hours of Government Auditing Standards education required by Uniform Guidance. Finally, our entire audit supervisory team has attended a continuing professional education program taught by the U.S. Department of Education specifically for CPAs auditing federal student financial aid programs under the student financial aid Audit Guide and the Uniform Guidance.

Cost Accounting

Hinkle & Company, PC has experience and knowledge of the Cost Accounting Standards and Disclosure Statements through the services we have provided to our clients. This is evidenced by the services we have provided to Oklahoma colleges and universities with assistance in the preparation of their indirect cost percentage.

Part II: Terms and Conditions (Continued)

Breadth of Knowledge – Uniform Guidance

Hinkle & Company, PC possess a wide range of knowledge and experience in Uniform Guidance compliance audits, should the City have the need in the future years. Personnel assigned to the engagement have met or exceeded the CPE requirements for Uniform Guidance audits and have been an in-charge on similar City engagements.

Investigative Actions

Hinkle & Company, PC does not have any investigations or actions against our firm or against any individual employed by our firm by any law enforcement or regulatory agency in the past 10 years.

Proposed Fee

Hinkle & Company, PC fees proposed for the audit are disclosed in Exhibit 3.

Completion of Audits

Hinkle & Company, PC acknowledges that it will complete the audit pursuant to the timelines as it relates to the audit of this RFP.

Equal Employment Opportunity Requirement

Hinkle & Company, PC complies with Equal Employment Opportunity requirements as stipulated in Executive Order 11246 and Executive Order 11375 and all subsequent amendments thereto and superseding orders.

Compliance with Taxes, Licenses and Permits

Hinkle & Company, PC acknowledges that it will comply with all laws, regulations on taxes, licenses and permits as it relates to the RFP.

Client References

Hinkle & Company, PC provides our client references and is located at Exhibit 1.

Part III: Objectives and Requirements – General Purpose Financial Audits

Objectives

This section is our understanding and response to the objective and requirements set forth in the request for proposal. We list our understanding of your needs and our commitment to meeting those needs. We have also provided information relevant to this RFP, about Hinkle & Company, PC and specifically addressing why we are the best qualified firm to be selected as the external auditor to satisfy the City's objectives; because of the general-purpose financial audit.

- To determine that management assertions regarding economic actions and events embodied in the financial statements are verifiable, properly classified and disclosed.
- To determine the extent to which management assertions conform to established criteria, standards, rules, regulations, and statutes of the State of Oklahoma.
- To communicate to the City the auditor's conclusions, called an auditor's report or opinion, as to the fairness with which the City's financial statements present Net Positions as of June 30 and the Revenues, Expenses, and Changes in Net Positions and the Statement of Cash Flows for the years then ended in conformity with generally accepted accounting principles (GAAP).
- To communicate to the City the auditor's conclusions, called a management letter, regarding any existing weaknesses in accounting, fiscal procedures, or internal control, and any other matters that may come to their attention, together with any recommendations for corrections or improvements.

Hinkle & Company, PC understands that Appropriate Institutional Officials will prepare a draft of the financial statements for the City of Coweta, including footnotes and other appropriate supporting documentation, in accordance with GAAP as of June 30 and for the year then ended for each of the fiscal years covered by this proposal.

Hinkle & Company, PC will provide, at least three weeks prior to the beginning of the interim and year-end audit field work, to the Vice President for Business Affairs their requirements and schedule an entry interview. Hinkle & Company, PC understands that the City will make available all required facilities and staff as possible or feasible to assist with the audit engagement as appropriate and necessary so long as the independence and integrity of the auditing firm is in no way compromised. Hinkle & Company, PC will provide the estimated number of field hours anticipated with this proposal and will furnish the actual number of field hours at the completion of the audit.

Part III: Objectives and Requirements – General Purpose Financial Audits (Continued)

Requirements

Hinkle & Company, PC shall perform the financial audits in accordance with generally accepted auditing standards (GAAS) as of June 30 and for the years then ended for the City. We shall determine whether the financial statements of the City present fairly the Net Position as of June 30 and the Revenues, Expenses, and Changes in Net Positions and Cash Flows for the years then ended in conformity with generally accepted accounting principles (GAAP). The financial audits shall include all accounts of the City.

Our auditor's report or opinion will address the fairness with which the City's financial statements present fairly its Net Position as of June 30 and the Revenues, Expenses, and Changes in Position and Cash Flows for the year then ended in conformity with generally accepted accounting principles (GAAP). Additionally, our auditor's report or opinion will indicate that supplemental information, if any, is included as a part of the basic financial statements, and that it is fairly stated in all material respects in relation to the basic financial statements.

The audited financial statements will consist of net position as of June 30 and the related statements of revenue and expenses, and changes in net position and the statements of cash flows (direct method) for the year then ended, and other statements as may be required for conformity with GAAP. For financial reporting purposes, the City is considered a special-purpose government engaged only in business-type activities as defined in GASB 34/35. Our audit report will include the MD&A and note the City is required to include/provide the Management Discussion and Analysis.

Hinkle & Company, PC will provide a management letter identifying any existing weaknesses in accounting, fiscal procedures, or internal control, and any other matters that may come to our attention, together with any recommendations for corrections or improvements.

Hinkle & Company, PC will provide the requested number of copies of the audit report and management letter as well as an electronic version, in PDF format, of the audited financial statements.

Hinkle & Company, PC will meet weekly with appropriate institutional management and the Vice President for Business Affairs or his designee to review the status of the audits.

Part III: Objectives and Requirements – General Purpose Financial Audits (Continued)

At the conclusion of the audit fieldwork, we will conduct an exit interview that will be scheduled with the Vice President for Business Affairs and related parties to assure that all parties to the audit are aware of any findings prior to the printing of reports.

At the conclusion of the audit, we will meet with the Audit Committee of the City Council, the City's Mayor, and chosen administrative representatives to review the audit reports, the management letters or other comments or suggestions, and any other findings. We will also report findings of material weaknesses, qualifications of the auditor's reports, defalcations, or report lack of such findings, and we shall communicate them in writing to the City, the State Auditor and Inspector, and the Office of State Finance. These written communications shall include any responses or other comments, which the Mayor has included.

To enhance the effectiveness of the City's accounting staff, Hinkle & Company, PC shall also; 1) provide current information on prevailing industry practices through mailings of technical material and other publications as appropriate; 2) invite members of the accounting staff to participate in the firm's professional development seminars, and 3) provide any other assistance that would further train and develop the institutional accounting staff.

Hinkle & Company, PC will provide separate fees for additional optional services to address any areas of special emphasis as defined by the City. We understand the terms and conditions of this requested service and our fees shall be included in the attached fee schedule.

Part III: Objectives and Requirements – General Purpose Financial Audits (Continued)

Hinkle & Company, PC will retain all workpapers and reports for a period of three (3) years from the date of the auditors' report, unless notified otherwise in writing by the City. The work papers shall be made available upon request to the City following completion of the audit.

Specific Engagement Approach

Electronic Audit Environment

Hinkle & Company, PC uses the most advanced audit technology available. This includes a fully electronic audit environment. We use CCH ProSystemfx Engagement software for our trial balance/financial statement reporting as well as our file structure functions. We use the Knowledge Coach software for our audit programs and documenting our audit plan. Both software programs are supported by Wolters Kluwer, and CCH. In the near future we will be incorporating the TeamMate Data Analytics software which will take our auditing approach to the next level.

We will structure our audit process such that we will provide you with a list of schedules and documents that we would like to have during the audit. We then provide encrypted access to Axxess Portal and permit you to deposit schedules and support documentation as you prepare them.

We will perform basic procedures in our office, including the selection of samples and individual transactions to audit. This provides you with many opportunities to accumulate the supporting documentation before we arrive in your offices. This increases audit efficiency and decreases the interruptions in your workload.

Specific Engagement Approach (Continued)

Pre-Engagement Planning

We plan to start our audit by first meeting with each of the City's personnel in June to discuss any concerns management may have for which we would tailor our audit procedures. At this meeting, we plan to accomplish the following:

- Finalize the calendar with respect to the timing of fieldwork, to best fit your staff and their schedules.
- Discuss the various sources of City information we will utilize during the audit, including schedules that the City staff prepare in their normal duties as well as any additional schedules and details that could easily be prepared to assist in our audit process. This information may include:
 - Copies of the City's organizational chart, chart of accounts, various account reconciliations, roll-forward schedules, and any other information available to support account balances.
 - Bond and certification of participation documentation and schedules.
 - Pension plan documentation and reports.
 - Access to original source documents, such as invoices, cash receipts, sales tax reports/filings and bank statements.

We expect to provide the City with a detailed list of all schedules and other items that the City staff will prepare for our use during the audit, commonly referred to as information prepared by clients (PBCs).

- Discuss other information we will gather during the audit process such as our understanding of the accounting systems and processes.
- Discuss both the implementation of new accounting pronouncements that will be effective during the year under audit, as well as how the City is progressing through the actual implementation.
- Discuss any changes in personnel, operations, or policy matters that might affect the financial reporting or audit process. Items that might arise in this meeting include new bond issues during the year, construction in progress, changes in software, changes to federal award programs and similar topics.
- Discuss the City's federal awards, if any, for the current year and whether any significant changes have occurred from the prior year to determine major federal awards that will be subject to testing during the audit. We will invite the City's input as to whether management has any concerns regarding specific federal awards, (i.e., CARES ACT) and adjust our testing to include your input in our determination of which Type A and Type B awards will be tested as major programs, if any.

Specific Engagement Approach (Continued)

Pre-Engagement Planning (Continued)

Kirk Vanderslice will conduct the Pre-Engagement Planning meeting. At the conclusion of these meetings, the City will know the specific dates for interim and final fieldwork, the dates we will conduct an exit conference for both our interim and final fieldwork, the date we expect to provide a financial statement draft and the date we anticipate to issue our opinions, as well as the audit schedules City staff will be expected to produce.

Engagement Planning

During our engagement planning segment of the audit, we will obtain year end trial balances and the PBCs as agreed upon during the Pre-Engagement Planning meeting. We would like to receive as much of this information electronically as possible. We work in an electronic audit environment where all our audit workpapers and audit programs are electronic and digitally stored. We will build our audit file with the trial balance and audit schedules obtained from the City during this time.

We will then make our audit selections in as many audit areas as possible and accumulate questions regarding the schedules provided to us. We will communicate these selections and questions electronically before our final fieldwork begins so that you can adequately plan for our final fieldwork.

Engagement planning will be conducted in our offices, and we expect this process to occur during early August, or as soon as trial balances and audit schedules are available to us.

At the conclusion of this segment, you will know the testing samples we intend to examine so staff can pull the appropriate documentation. The City will also know the major questions we have regarding audit schedules and fluctuation analysis so that you can research the answers. We will also communicate to you any additional information we will need to complete our audit procedures.

Final Fieldwork

During final fieldwork, we will examine supporting documentation on the testing items we selected in the previous segment and obtain answers to our questions. We will address any further audit items that may arise during this segment, so that when final fieldwork ends, our audit procedures are finished, and our audit file will be complete.

Specific Engagement Approach (Continued)

Final Fieldwork (Continued)

The Firm's management team will conduct their review of audit documentation in the City's offices during final fieldwork, so that any issues that arise can be easily communicated and quickly resolved. One of the most common complaints we hear from new clients is the gap in time between final fieldwork and final audit review and the resulting communication issues and surprises by the client. We strive to increase communication during fieldwork and eliminate surprises by completing our primary workpaper review during final fieldwork.

Because our primary workpaper review is completed during final fieldwork, we will be able to prepare draft financial statements at the conclusion of the final fieldwork. Also, during this time, we will have an exit conference with City management that will include a discussion of our audit process, the results of our audit work and summaries of any management comments (including significant deficiencies, material weaknesses, or issues of non-compliance for federal awards).

GASB Pronouncements

We will assist you in the implementation of any new GASB pronouncements. As previously mentioned, the Firm intends to be an additional resource for the City and its accounting personnel.

Audit Presentation

We will attend meetings requested by the City to present the final Audit Reports to the Audit Committee and/or the City Council. We will meet as needed with any of the City staff prior to the City Council meeting to outline our presentation. You will know exactly what we intend to present to the City Council prior to the actual presentation.

Engagement Team

We have selected an audit team that we believe will be effective and efficient for the audit. The detailed assignment of our staffing plan is below. We have included summarized biographies of significant Firm members later in this proposal.

Jim Hinkle – Managing Partner

Jim is our Managing Partner and will oversee the engagement to ensure you receive the highest level of service from both a quality and personalized service perspective. Jim has over 35 years of experience working with governmental entities under GASB accounting standards.

Kirk Vanderslice – Audit Partner

Kirk is our Tulsa practice Audit Partner. Mr. Vanderslice has been deeply involved in several audits of Colleges and Universities, including the Regional University System of Oklahoma and Oklahoma A & M schools, INCOG, and other governmental entities. Kirk has over 20 years of experience working with governmental entities under GASB accounting standards. He will be responsible for the audit engagement.

Ron Johnson – Audit Senior

Ron has been with Hinkle & Company, PC since 2018. During this tenure, Ron has worked on audits of governmental entities including City of Claremore, INCOG, and Town of Slick. Ron has attended specific government training at this year's OSCPAs Governmental Conference to keep up to date with governmental standards for many years.

Engagement Team (Continued)

James D. Hinkle, CPA/ABV, CVA, CMAP, MAFF, CFF
Managing Partner



(T) (918) 492-3388
(F) (918) 492-4443

jim@hinklecpas.com

Engagement Responsibility: Jim will be the Engagement Partner and have responsibility for communication with management and the primary reviewer of all audit work.

Education: B.S. Accounting and Business Administration, Kansas University, Lawrence, Kansas.

Current Responsibilities: Managing Partner in the public accounting Firm of Hinkle & Company, PC.

Other Related Training/Education: Certified Public Accountant in the States of Oklahoma, Colorado, California, Arkansas, Kansas, and Missouri. Member of the American Institute of CPAs and the Oklahoma Society of CPAs and the Colorado Society of CPAs.

Professional Experience: Jim has over 35 years of experience with national public accounting firms and Hinkle & Company, PC.

Jim spent 13 years with Baird, Kurtz & Dobson in Kansas City and Tulsa. During this time, he was one of two members who taught Single Audits in internal CPE classes. For two years, Jim left public accounting and managed a \$20 million sales organization who was a previous BKD client.

In 1997, Mr. Hinkle began Hinkle & Company, PC and built a full-service CPA Firm that provides audits, income tax and bookkeeping services to clients throughout the Midwest. Hinkle & Company, PC is a regional Firm with offices in Tulsa, Oklahoma and Englewood, Colorado.

Engagement Team (Continued)

Kirk Vanderslice, CPA **Partner and Accounting and Audit Director**

(T) (918) 492-3388
(F) (918) 492-4443

kirk@hinklecpas.com



Kirk joined Hinkle & Company, PC in September 2017 as Partner and Accounting & Audit Director of the Tulsa office. He brings to your organization:

- A wide range and in-depth experience in supervising and performing non-profit, commercial, governmental, and service organizations audits, reviews, and compilations.
- A member of the American Institute of Certified Public Accountants and Oklahoma Society of Certified Public Accountants.
- Up to date experience with Government Auditing Standards and the Uniform Guidance.
- Experience with staying apprised and up to date on new accounting standards from the FASB.

After spending 18 years working with another local CPA firm, Kirk is proud to have joined Hinkle & Company, PC. Kirk is a local Tulsan, graduating from Jenks High School. He received his Accounting degree from the University of Kansas. Kirk is active in the community and currently serves as the Treasurer of Fab Lab Tulsa.

Engagement Team (Continued)

Ron Johnson
Audit In-Charge

ron@hinklecpas.com

(T) (918) 492-3388

(F) (918) 492-4443



Ron graduated from Northeastern State University in 1999 with a BA in Marketing. He then completed his MBA from Southern Nazarene University in 2007. He has over 10 years' experience in accounting performing audits for multiple industries.

Ron is the in-charge auditor for many of our non-profits and governmental entities including municipalities and universities. He has completed several single-audits and adheres to Yellow Book CPE requirements. Ron worked in hospitality and customer service-oriented employment before becoming an auditor and strives to have a good, working relationship with our clients.

Ron is married and has two daughters, Ryan, and RayLynn. In his spare time, Ron enjoys spending time with his family, going to the gym, and spending time in the water, whether it be at a lake, beach, or pool.

Firm Acknowledgements

Hinkle & Company, PC assures they are an Equal Opportunity Employer, a provider of services and/or assistance and in compliance with the 1964 Civil Rights Act, Title IX of Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375.

Hinkle & Company, PC assures compliance with the American with Disabilities Act of 1990 and all amendments and requirements imposed by the regulations issued pursuant to this act.

Jim Hinkle assures he and all CPAs assigned to this engagement are licensed CPAs within the State of Oklahoma and are allowed to conduct governmental audits.

Hinkle & Company, PC acknowledges there are no known conflicts of interest and affirms it is independent of the City.

Hinkle & Company, PC shall conduct the annual audits in accordance with Auditing Standards Generally Accepted in the United States of America; Government Auditing Standards for financial audits as set forth by the Comptroller General of the United States.

Hinkle & Company, PC certifies that it does not, and will not, during the performance of the contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

Hinkle & Company, PC certifies and agrees that no gratuities, kickbacks, or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this contract.

Hinkle & Company, PC agrees and warrants that services performed in response to this invitation shall conform to the standards declared by the U.S. City of Labor under the Occupational Safety and Health Act of 1970 (OSHA).

Fees

Fee Information

Our fees, as shown in Exhibit 3, are based upon receiving a high level of assistance from each of the City's Accounting staff. This includes, but is not limited to, closing of the general ledger, including the posting of all closing entries, working trial balance, preparation of various schedules supporting the footnotes, supporting documentation and preparation of the initial draft of the financial statements. The fees are inclusive of all out-of-pocket costs, including travel, related travel expenses, copies, and postage.

Fees (Continued)

Upon retention of the Firm's services for the 2025 year-end audit, there will be no upfront fees for building files or gaining an understanding of each of the City's internal controls; we view this engagement as an on-going investment for building a future relationship with the City.

If any changes in audit requirements occur during the term of our engagement that requires additional time and procedures, we will notify the City prior to the beginning of that audit year. We will provide the City with an estimate of the effect of those changes on the agreed upon fee.

Exhibits Summary

Attached are the following exhibits and required attachments which are considered an integral part of this proposal.

Exhibit 1	Client References
Exhibit 2	Peer Review Report
Exhibit 3	Fee Schedule

Summary

We would like to thank you for the opportunity to consider Hinkle & Company, PC to provide financial auditing services to the City of Coweta and to allow us to share details about our company. We are confident our successful history in the completion of audits of governmental agencies and Colleges and Universities, has demonstrated that we possess the qualifications, competence, and capacity to satisfy the requirements for the City's audit, on time and on budget. If you have any questions, we invite you to please contact us. We are elated about submitting this proposal and we are asking for the opportunity to provide you with professional audit and compliance services. Thank you!


Exhibit 1 – Client References

<u>Organization Name/Audit type</u>	<u>Contact</u>	<u>Telephone</u>
Indian Nations Council of Governments (INCOG)	Mr. Rich Brierre Executive Director rbrierre@incog.org	(918) 584-7526
City of Claremore	Mr. John Feary City Manager citymanager@claremore.com	(918) 341-1325
City of Glenpool	Mr. David Tillotson City Manager DTillotson@cityofglenpool.com	(918) 322-5409
Tulsa County Criminal Justice Authority & Tulsa County Industrial Authority	Mrs. Jenn Wynn Pottorf Financial Services Director jpottorf@tulsacounty.org	(918) 596-5208
Tulsa Health Department	Mrs. Jumao Wang Chief Financial Officer jwang@tulsa-health.org	(918) 595-4275


Exhibit 2



Finley & Cook, PLLC 

405-878-7300 

Finley-Cook.com 

1421 East 45th Street 
Shawnee, OK 74804

Report on the Firm's System of Quality Control

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the "firm") in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Partners of Hinkle & Company, PC and
the Peer Review Committee of the Oklahoma Society of CPAs
Page -2-

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hinkle & Company, PC in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Hinkle & Company, PC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Finley & Cook, PLLC". The signature is written in a cursive, flowing style.

Shawnee, Oklahoma
August 30, 2023

Exhibit 3 - Fee Schedule

5 Year Fee Estimate Schedule

<u>Year</u>	<u>Financial Audit</u>	<u>Single Audit, If Applicable *</u>
2025	\$ 29,000	\$ 5,500
2026	\$ 29,000	\$ 5,500
2027	\$ 30,000	\$ 6,500

* - Estimate of single audit based on one major program. If additional major programs required, an additional \$4,500 2per major program will be estimated.





P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: **ORDINANCE 918 - PERMIT REQUIRED FOR EXCAVATION IN PUBLIC RIGHTS-OF-WAY**

Date: June 1, 2026

BACKGROUND

The City of Coweta owns and maintains public rights-of-way (ROW), including streets, sidewalks, easements, and associated infrastructure, for the benefit of the public. In recent years, there has been a significant increase in private utility construction activity within these areas, particularly from broadband, fiber optic, and telecommunications providers.

The City currently has no permit requirement, so such activities can occur with inconsistent oversight, creating risks to public infrastructure, safety, and long-term maintenance obligations. The proposed ordinance establishes a formal permitting system regulating excavation, installation, maintenance, and occupancy within the public ROW.

KEY REASONS FOR PERMIT REQUIREMENT

1. Protect Public Infrastructure - Ensures streets, sidewalks, and drainage systems are not damaged and are properly restored after construction.
2. Ensure Public Safety - Requires traffic control plans and safe construction practices to protect motorists, pedestrians, and emergency access.
3. Improve Coordination of Utility Work - Allows the City to manage multiple projects, reduce repeated street cuts, and prevent conflicts between utilities.
4. Protect Public Funds - Requires contractors to carry insurance and provide financial security, ensuring the City is not responsible for repair costs.
5. Establish Accountability and Enforcement - Provides authority to stop unauthorized work, require corrections, and impose penalties for noncompliance.
6. Require Documentation for Future Planning - Ensures submission of as-built drawings for accurate records of underground infrastructure.

IMPACT ON CONTRACTORS

Contractors, including internet and fiber providers, will be required to:

1. Obtain permits prior to work
2. Submit plans and schedules
3. Provide insurance and bonding
4. Restore ROW to City standards

Emergency work remains allowed with prompt follow-up permitting.

FISCAL IMPACT

Permit fees will offset administrative and inspection costs, while required bonds and insurance reduce financial risk to the City.

STAFF RECOMMENDATION

Staff recommends a motion to adopt Ordinance 918 requiring permits for work in the public right-of-way to protect infrastructure, ensure safety, and promote responsible development, with a separate vote on the Emergency Clause.

ATTACHMENTS

1. Ordinance 918 Permit Required for Excavation in Public ROW

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 918

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA, AMENDING COWETA CITY CODE TITLE 9, "PUBLIC WAYS AND PROPERTY", BY ADDING A NEW CHAPTER 9-2, "REGULATION OF EXCAVATION WITHIN PUBLIC RIGHTS OF WAY"; ESTABLISHING REGULATIONS FOR THE EXCAVATION AND OCCUPANCY OF PUBLIC RIGHTS-OF-WAY; REQUIRING PERMITS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, AND OCCUPANCY WITHIN PUBLIC RIGHTS-OF-WAY; ESTABLISHING APPLICATION REQUIREMENTS, CONSTRUCTION STANDARDS, RESTORATION REQUIREMENTS, INSURANCE, BONDING, FEES, ENFORCEMENT, AND PENALTIES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Coweta owns and maintains public streets, alleys, sidewalks, easements, and rights-of-way for the benefit of the public; and

WHEREAS, the installation and maintenance of private utility infrastructure within public rights-of-way may impact public safety, infrastructure integrity, traffic operations, drainage, and municipal operations; and

WHEREAS, the City finds it necessary to establish reasonable regulations governing the use of public rights-of-way by certain right-of-way occupants to protect the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA:

Section 1. That Coweta City Code Title 9, "Public Ways and Property", be and the same is now amended by adding a new Chapter 9-2, "Regulation of Excavation Within Public Rights-of-Way", Sections 9-2-1 through 9-2-20, to read as follows:

"9-2-1 PURPOSE

The purpose of this chapter is to provide for the public health, safety and welfare of the citizens of the City of Coweta, as well as to ensure the structural integrity of the City's public rights-of-way and related infrastructure; and to ensure costs incurred by the City to maintain and manage the rights-of-way are properly allocated among the various users of the rights-of-way. To this purpose, by this chapter, the City establishes regulations and standards for authorizing and managing the placement of facilities within public rights-of-ways.

9-2-2 APPLICABILITY

This chapter applies to all entities seeking to install, maintain, repair, replace, relocate, or occupy public rights-of-way with infrastructure within City-owned or City-controlled public rights-of-way. This includes, but is not limited to: fiber optic providers, telecommunications providers, broadband providers, cable providers, electric providers, natural gas providers, rural water utilities, private sewer utilities, utility contractors and subcontractors acting on behalf of utility providers, provided that this chapter shall not apply to City-owned utilities, emergency municipal repairs performed by the City, and work otherwise exempted by state or federal law.

9-2-3 DEFINITIONS

For purposes of this chapter, the following terms, phrases, words and abbreviations shall have the meanings given below. Unless otherwise expressly stated, words not defined in this chapter shall be given their common and ordinary meaning.

As-Built Drawings means final documentation reflecting the actual location of facilities installed.

Community Development Director means the City official designated to administer permits under this chapter.

Excavate or **Excavating** means to remove, dig into, around or under, or in any way physically disturb or penetrate any part of the rights-of-way, including but not limited to cutting of pavement, boring, trenching, blasting, pushing and drilling holes for the installation of poles or conduit.

Emergency Work means the immediate work necessary to protect life, property, essential service continuity, or public safety.

Facility or **facilities** means all or any part of a collective system of tangible things, including but not limited to pipelines, conduits, copper or fiber optic cabling, pedestals, guy wires, anchors, vaults, junction boxes, utility poles and electrical wiring, that is partly or entirely located in the rights-of-way and is used for the transmission of goods or services, including but not limited to natural gas, steam, potable water, electricity, video service or telecommunications service, regardless of whether the services are provided for a fee, or provided to the general public, to a limited group of private users, or solely for the benefit of the owner of the system.

Permittee means any person or entity issued a permit pursuant to this chapter.

Person means any natural or corporate person, business association or other business entity, including, but not limited to, a partnership, a sole proprietorship, a corporation, a limited liability company, a political subdivision, a public or private agency or authority of

any kind, a utility, or a successor or assign of any of the foregoing or any other legal entity, but not the City.

Rights-of-way or ROW means the surface, the airspace above ground and the area below the surface of any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, adjacent easement or similar property in which the City now or subsequently holds a property interest and/or a maintenance responsibility which, consistent with the purposes for which it was dedicated, may be used for the purpose of constructing, installing, operating and maintaining facilities of any kind, including but not limited to conduits, pipelines, cables, utility poles, junction boxes and duct banks. Rights-of-way does not include buildings, parks or other property owned or leased by the City, its trusts or authorities. No reference in this chapter, or in any franchise agreement or right of occupancy yet to be negotiated, to any rights-of-way, shall be deemed to be a representation or guarantee by the City that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a franchise holder or other occupant in the rights-of-way shall be deemed to gain only those rights to use as are properly in the City and as the City may have the right and power to give.

Right-of-way Excavation Permit means a grant of authority from the City to occupy the rights-of-way for the purposes of excavating in the rights-of-way.

Rights-of-way occupant or ROW occupant means a person that owns, manages, operates, controls or has the ability to directly affect facilities located in the rights-of-way.

9-2-4 PERMIT REQUIRED

No person shall excavate within the public right-of-way or occupy the public right-of-way with its facilities without first obtaining a Right-of-Way Excavation Permit from the City. Issuance of a permit under this chapter shall not create any permanent property right or franchise interest in the right-of-way.

9-2-5 PERMIT ADMINISTRATION

- A. The Community Development Director or other designee of the City Manager shall administer the provisions of this chapter, including, but not limited to the review of applications, approval of permits, the denial of incomplete or noncompliant applications, the requirement of general or special permit conditions, the inspection of work performed in the right-of-way, the issuance of stop-work orders, and the requirement of corrective actions.
- B. Permit applications shall be reviewed within five (5) business days of receipt of a complete application.

9-2-6 PERMIT APPLICATION REQUIREMENTS

- A. Applications for a Right of way Excavation Permit shall be submitted to the Community Development Department on forms approved by the City and shall include, at a minimum:
1. Name, address, phone number, and email address of the applicant;
 2. Name and contact information for the contractor performing the work;
 3. Twenty-four (24) hour emergency contact information;
 4. Description of the proposed work;
 5. Project location, including street names, addresses, or mapped limits;
 6. Type of utility infrastructure proposed;
 7. Proposed installation method;
 8. Proposed start date and estimated completion date;
 9. Construction plans and site plans showing the proposed work;
 10. Traffic control plan, if applicable;
 11. Certificate of insurance meeting City requirements;
 12. Required bond or financial security;
 13. Confirmation of utility locate notification compliance;
 14. Proposed restoration details;
 15. Agreement to provide required as-built documentation upon completion; and
 16. Any additional information reasonably required by the Community Development Director.
- B. Applications deemed incomplete shall not be processed until all required materials are received.

9-2-7 PERMIT FEES

Permit fees for a Right of way Excavation Permit shall be established by the City's adopted fee schedule. All required fees shall be paid prior to permit issuance. Fees are intended to recover administrative, inspection, and restoration oversight costs and are non-refundable unless otherwise approved by the City Manager or the City Council.

9-2-8 PERFORMANCE SECURITY

- A. Prior to the issuance of a Right of way Excavation Permit, the applicant shall provide performance security in a form acceptable to the City, including but not limited to a surety bond, an irrevocable letter of credit, a cash security deposit, or some other approved financial guarantee.
- B. Minimum performance security shall be Twenty-Five Thousand Dollars (\$25,000.00) unless the Community Development Director or the City Manager determines a greater amount is necessary based upon project scope.
- C. Performance security shall guarantee completion of permitted work, restoration of disturbed public property, the correction of defective work, or reimbursement of City-incurred repair costs.

9-2-9 INSURANCE REQUIREMENTS

- A. Permittees shall maintain insurance throughout the duration of permitted work and proof of insurance shall be submitted prior to permit issuance.

- B. Minimum required coverage shall include:
 - 1. Commercial General Liability;
 - 2. \$1,000,000 per occurrence;
 - 3. \$2,000,000 aggregate;
 - 4. Automobile Liability, as required by law;
 - 5. Workers' Compensation insurance, as required by law; and
 - 6. The City of Coweta as a named additional insured.

9-2-10 CONSTRUCTION STANDARDS

- A. All permitted work shall comply with the requirements of this chapter, applicable federal, state, and local laws, traffic control requirements, the City's construction standards, and applicable safety regulations,

- B. Installation Method. Directional boring shall be required unless expressly approved by the Community Development Director, City Manager, or Public Works Director. Open trench excavation may be approved only when:
 - 1. Directional boring is not feasible;
 - 2. Existing conditions require alternate installation methods; or
 - 3. The City determines trenching is in the public interest.

- C. No excavation, boring, trenching, or pavement disturbance shall be permitted within any public street resurfaced, reconstructed, or newly constructed within the preceding three (3) years, unless no feasible alternative exists, emergency conditions require immediate work, or the Community Development Director, City Manager, or Public Works Director approves an exception. Approval of an exception shall not waive restoration obligations or applicable surcharge fees.

- D. Protection of Public Improvements. Permittee shall protect pavement, sidewalks, curbs, gutters, drainage infrastructure, signage, landscaping, utilities, and other public improvements.

- E. Traffic and Pedestrian Safety. Permittee shall at all times maintain safe passage for vehicles, pedestrians, and emergency access.

9-2-11 RESTORATION REQUIREMENTS

- A. Permittee shall restore all disturbed public property to City standards or better. Restoration shall include, as applicable:
 - 1. Pavement;

2. Full lane restoration;
3. Full roadway restoration where warranted;
4. Sidewalks;
5. Curb;
6. Gutters;
7. Striping;
8. Signage;
9. Drainage features;
10. Landscaping;
11. Irrigation; and
12. Other affected improvements.

- B. Temporary patching may be permitted only when approved by the City.
- C. Final restoration shall be completed within timeframes established by permit conditions. If the permittee fails to restore properly, the City may:
1. Perform repairs itself;
 2. Contract for repairs;
 3. Recover all actual costs;
 4. Recover administrative expenses; or
 5. Draw against posted security.

9-2-12 WARRANTY PERIOD

- A. Permittee shall warrant all restoration work for a period of two (2) years from final acceptance.
- B. During the warranty period, the permittee shall repair settlement, deterioration, failures, or defects at no cost to the City.
- C. Failure to make timely repairs authorizes the City to complete corrective work and recover all associated costs.

9-2-13 INSPECTIONS

- A. The City shall have the right to inspect all permitted work to ensure compliance with this chapter, permit conditions, and applicable construction standards. The permittee shall provide reasonable access to the work site for inspection purposes at all times during active construction.
- B. The Community Development Director or the Director’s designee may:
1. Inspect work in progress;
 2. Require corrective action;
 3. Reject defective work;
 4. Require exposure of concealed work if necessary to verify compliance; and
 5. Issue stop-work orders for violations.

- C. A flat inspection fee, as established by the City's adopted fee schedule, shall be paid prior to permit issuance.
- D. Inspection by the City shall not relieve the permittee of responsibility for compliance or defective work.

9-2-14 AS-BUILT DOCUMENTATION

- A. Within thirty (30) calendar days of project completion, the permittee shall provide final as-built documentation to the City.
- B. As-built documentation shall include:
 - 1. Final installed utility location;
 - 2. Dimensions and offsets sufficient for future identification;
 - 3. Utility type and material;
 - 4. Depth information where applicable;
 - 5. GIS-compatible digital mapping if available;
 - 6. PDF plan set documentation.
- C. Failure to provide required as-built documentation may result in denial of future permits.

9-2-15 EMERGENCY WORK

- A. Emergency work necessary to restore utility service, protect life or property, or address immediate public safety concerns may proceed without prior permit approval.
- B. The permittee shall:
 - 1. Notify the City as soon as reasonably possible;
 - 2. Take all reasonable steps to protect public safety;
 - 3. Submit a complete permit application no later than the next business day;
 - 4. Comply with all restoration requirements.
- C. Emergency work performed under this section remains subject to all applicable fees, inspections, and enforcement provisions.

9-2-16 PERMIT EXPIRATION

- A. Permits issued under this chapter shall expire if work does not commence within ninety (90) calendar days from the date of issuance.
- B. Permits may also expire if:
 - 1. Work is abandoned;
 - 2. Work ceases for an unreasonable period;
 - 3. Permit conditions are violated.

- C. The Community Development Director or the City Manager may approve written extensions for good cause shown.

9-2-17 VIOLATIONS AND ENFORCEMENT

- A. It shall be unlawful for any person or entity to:
 - 1. Perform regulated work without a permit;
 - 2. Violate permit conditions;
 - 3. Fail to restore disturbed public property;
 - 4. Fail to maintain required insurance;
 - 5. Fail to provide required as-built documentation;
 - 6. Provide false or misleading application information;
 - 7. Interfere with City inspection or enforcement.

- B. Upon finding a violation, the City may:
 - 1. Issue written notice of violation;
 - 2. Issue stop-work orders;
 - 3. Suspend permit activity;
 - 4. Revoke permits;
 - 5. Deny future permit applications;
 - 6. Recover costs and damages;
 - 7. Draw against posted security; or
 - 8. Impose civil penalties.

9-2-18 CIVIL PENALTIES

- A. Violations shall be subject to civil penalties as established by the adopted fee schedule.

- B. Violations may include, but are not limited to:
 - 1. Unauthorized work without a permit;
 - 2. Failure to comply with stop-work orders;
 - 3. Failure to restore;
 - 4. Repeated violations;
 - 5. Damage to public infrastructure.

Each day a violation continues shall constitute a separate offense.

- C. Civil penalties shall be cumulative and shall not limit the City's right to pursue:
 - 1. Injunctive relief;
 - 2. Damage recovery;
 - 3. Cost recovery;
 - 4. Legal remedies authorized by law.

9-2-19 NO PROPERTY RIGHTS CREATED

A. Issuance of a permit under this chapter shall not:

- 1. Grant ownership rights;
- 2. Create a franchise;
- 3. Establish permanent occupancy rights; or
- 4. Limit the City’s authority over public rights-of-way.

B. The City retains full authority to regulate, relocate, remove, or manage public right-of-way use.

9-2-20 HOLD HARMLESS, AND INDEMNIFICATION

As a condition of permit issuance, the permittee agrees to defend, indemnify, and hold harmless the City of Coweta, its officers, employees, agents, and representatives from and against claims, damages, losses, liabilities, and expenses arising from:

- 1. Permitted work;
- 2. Negligent acts or omissions;
- 3. Contractor operations;
- 4. Damage to public or private property;
- 5. Bodily injury; and
- 6. Utility conflicts.

This obligation shall survive permit completion.”

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause, or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety and, more particularly, to protect public infrastructure within public rights-of-way. Because of this emergency this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 1st day of June 2026.

Naomi Hogue, Mayor

ATTEST:

APPROVED:

Marcy Kilgore, City Clerk

Patrick T. Boulden, City Attorney



P.O. BOX 850
COWETA, OK 74429
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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **RESOLUTION 2026-12 ON FY27 BUDGET ADOPTION**
Date: June 1, 2026

BACKGROUND

According to the Municipal Budget Act (11 O.S. § 17- 201 through 17-216), the governing body shall adopt the budget after a public hearing on the proposed budget, and at least 7 days prior to the beginning of the budget year.

The FY2027 Budget is available for viewing on the City of Coweta Website at: [FY2027 Proposed Budget](#)

STAFF RECOMMENDATION

Staff recommends the adoption of the FY27 Proposed Budget.

ATTACHMENTS

1. Budget Reso 2026-12 Governmental

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2026-12**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ADOPTING THE BUDGET FOR THE GENERAL FUND, THE STREET AND ALLEY FUND, THE CEMETERY FUND, THE LIBRARY FUND, THE RURAL FIRE FUND, THE SELF INSURANCE FUND, THE E-911 FUND, THE GRANTS FUND, AND THE CAPITAL IMPROVEMENT FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027; AND PROVIDING FOR THE INVESTMENT OF THESE FUNDS.

WHEREAS, the Municipal Budget Act, Title 11 O.S. §§ 17-201 – 17-301, (the “Act”) authorizes a municipality to prepare and approve an annual budget in accordance with the terms of the Act; and

WHEREAS, the Coweta City Council, as the governing body for the City of Coweta, has met all statutory requirements for publication of notice of the date, time and place of the required public hearing, together with the proposed budget summary, and a sufficient number of copies of the proposed budget for the fiscal year ending June 30, 2027 (FY27) have been made available for review or for distribution at Coweta City Hall; and

WHEREAS, the Coweta City Council has held a public hearing on the proposed FY27 budget no later than fifteen days prior to the beginning of the budget year, at which any person could present to the City Council comments, recommendations or information on any part of the proposed budget; and

WHEREAS, the proposed budget presents a complete financial plan for the City of Coweta and presents information necessary and proper to disclose the financial position and condition of the City and its revenues and expenditures, both past and anticipated; and

WHEREAS, the proposed expenditures do not exceed the estimated revenues and appropriated fund balance for any fund; and

WHEREAS, revenues are classified separately by source and expenditures are departmentalized within each fund; and

WHEREAS, the Coweta City Council has reviewed the proposed budget and is aware of the operations and projects planned for FY27; and

WHEREAS, the City of Coweta, Oklahoma has need throughout the fiscal year to amend its annual budget through supplemental appropriations, decreases in appropriations or appropriation transfers.

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL THAT:

Section 1. The Proposed Budget reviewed during the budget public hearing is by this Resolution approved and adopted for FY27 for the following funds and amounts:

See the attached EXHIBIT A which is incorporated into this Resolution by reference.

Section 2. The City Manager, or the City Manager’s designee, may transfer funds from one account or object category to another within the same department or from department to department within the same fund, as well as, may make interfund transfers as provided in the FY27 Proposed Budget; provided that no expenditure may be incurred or made by any officer or employee which exceeds the fund balance for any

fund, and further provided that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required.

Section 3. The Coweta City Council may amend this budget to make supplemental appropriations to any fund up to the amount of additional revenues which are available for current expenses for the fund due to:

- (1) Revenues received or to be received from sources not anticipated in the budget for FY27;
- (2) Revenues received or to be received from anticipated sources but in excess of the original FY27 budget estimates; or
- (3) Unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget.

Section 4. All supplemental appropriations, decreases in appropriations and interfund transfers must be approved by the Coweta City Council prior to implementation. Such proposed amendments shall be submitted to the City Council for action, on a properly completed Budget Amendment Form.

Section 5. The City Manager or the City Manager’s designee is granted the authority to transfer ownership of any materials, equipment or infrastructure purchased by the City of Coweta, that is intended for use by the Coweta Public Works Authority or the Coweta Industrial Development Authority, to those named entities.

Section 6. No officer or employee of the City shall authorize, make or incur expenditures in excess of ninety percent (90%) of the appropriation for any fund of the budget as adopted or amended until revenues received, including the prior fiscal year’s fund balance carried forward, totals an amount equal to at least ninety percent (90%) of the appropriation for the fund.

Section 7. The City Manager or the City Manager’s designee is granted the authority and directed to invest and reinvest available funds on a continuing basis in United States Treasury Bills, savings accounts or certificates of deposit during the fiscal year ending June 30, 2027. Interest accrued from such investments shall be deposited in the General Fund, the Street and Alley Fund, the Rural Fire Fund, the Cemetery Fund, the Library Fund, the Grants Fund, the Self Insurance Fund, the E-911 Fund, and the Capital Improvements Fund, or the fund from which the investment was made. All investments shall be in accordance with the law.

Section 8. The City Council designates \$2,000,000 of the General Fund fund balance to be committed to capital improvements and to be maintained in the General Fund until such time that the City Council approves the expenditure of these funds on capital improvements.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 1st DAY OF JUNE 2026.

Naomi Hogue, Mayor

Approved as to form:

ATTEST:

Patrick Boulden, City Attorney

Marcy Kilgore, City Clerk

EXHIBIT A
CITY OF COWETA
FY27 PROPOSED BUDGET

GOVERNMENTAL FUNDS										
REVENUES	Self							Grants	Capital	Total
	General	Street &	Cemetery	Library	Rural Fire	Insurance	E-911			
	Fund	Alley Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	
Taxes	\$ 10,037,336	\$ -	\$ -	\$ -	\$ 205,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 12,242,336
Licenses & Permits	276,400	-	-	-	-	-	-	-	-	276,400
Intergovernmental	227,000	94,000	-	14,940	-	-	164,000	-	-	499,940
Charges for Services	114,067	-	105,000	-	124,000	-	162,722	-	-	505,789
Fines & Forfeitures	275,000	-	-	-	-	-	-	-	-	275,000
Other Revenues	38,000	-	-	-	-	6,000	-	-	75,064	119,064
Investment Income	100,000	150	250	20	50	2,000	100	100	13,000	115,670
Transfers In	6,319,882	-	-	-	-	-	-	-	102,320	6,422,202
Use of Fund Balance	1,797,532	55,850	94,125	2,040	-	16,903	57,321	12,900	638,042	2,674,713
Total Revenues	\$ 19,185,217	\$ 150,000	\$ 199,375	\$ 17,000	\$ 329,050	\$ 24,903	\$ 384,143	\$ 13,000	\$ 2,828,426	\$ 23,131,114
EXPENDITURES	Self							Grants	Capital	Total
	General	Street &	Cemetery	Library	Rural Fire	Insurance	E-911			
	Fund	Alley Fund	Fund	Fund	Fund	Fund	Fund	Fund	Fund	
City Council	\$ 20,165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,165
Administration	325,623	-	-	-	-	-	-	-	-	325,623
Finance	313,474	-	-	-	-	-	-	-	-	313,474
City Attorney	75,000	-	-	-	-	-	-	-	-	75,000
Municipal Court	184,384	-	-	-	-	-	-	-	-	184,384
Police	2,879,540	-	-	-	-	-	-	-	-	2,879,540
Animal Control	224,453	-	-	-	-	-	-	-	-	224,453
Fire/EMS	1,624,084	-	-	-	164,009	-	-	13,000	-	1,801,093
Civil Defense	8,847	-	-	-	-	-	-	-	-	8,847
Community Development	882,182	-	-	-	-	-	-	-	-	882,182
Cemetery	109,701	-	107,500	-	-	-	-	-	-	217,201
Parks & Recreation	337,894	-	-	-	-	-	-	-	-	337,894
Streets	591,579	150,000	-	-	-	-	-	-	-	741,579
Library	451,390	-	-	17,000	-	-	-	-	-	468,390
Non-Departmental	711,585	-	-	-	-	-	-	-	-	711,585
Insurance programs	-	-	-	-	-	24,903	-	-	-	24,903
E-911 Operations	-	-	-	-	-	-	384,143	-	-	384,143
Capital Improvements	-	-	-	-	-	-	-	-	1,728,426	1,728,426
Debt Service	-	-	-	-	-	-	-	-	-	-
Transfer to Fund Balance	-	-	-	-	62,721	-	-	-	-	62,721
Transfers Out	8,697,336	-	91,875	-	102,320	-	-	-	1,100,000	9,991,531
Transfer to Reserves	1,747,980	-	-	-	-	-	-	-	-	1,747,980
Total Expenditures	\$ 19,185,217	\$ 150,000	\$ 199,375	\$ 17,000	\$ 329,050	\$ 24,903	\$ 384,143	\$ 13,000	\$ 2,828,426	\$ 23,131,114
Net Change in Fund Balance	\$ (49,552)	\$ (55,850)	\$ (94,125)	\$ (2,040)	\$ 62,721	\$ (16,903)	\$ (57,321)	\$ (12,900)	\$ (638,042)	\$ (864,012)
Beginning Fund Balance	\$ 11,831,692	\$ 56,618	\$ 499,676	\$ 26,600	\$ 532,485	\$ 78,233	\$ 344,046	\$ 364,986	\$ 840,598	\$ 14,574,934
Ending Fund Balance	\$ 11,782,140	\$ 768	\$ 405,551	\$ 24,560	\$ 595,206	\$ 61,330	\$ 286,725	\$ 352,086	\$ 202,556	\$ 13,710,922



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **JOINT RESOLUTION 2026-15 FY27 MASTER FEE SCHEDULE**
Date: June 1, 2026

BACKGROUND

The City maintains a Master Fee Schedule that provides a single source listing of fees, utility rates, court fines and other charges for services. The proposed changes to the Master Fee Schedule in the upcoming FY27 fiscal year include a 3% increase in Utility rates, as well as increases to Ambulance rates, and other minor adjustments. In addition, commercial solid waste fees have been adjusted to be more equitable to the overall rate structure between residential and commercial customers. This change in commercial rates is the second in a planned three-year adjustment that began last year.

A new stormwater management fee is also included in the fee schedule. The cost is \$1.50 per month for residential accounts and a minimum of \$5.00 per month for commercial accounts. Residential stormwater fees charged by other municipalities in the area range from \$2.00 per month to \$13.69 per month.

STAFF RECOMMENDATION

Staff recommends the adoption of Joint Resolution 2026-15.

ATTACHMENTS

1. 260601-Joint Reso 2026-015 FY27 Master Fee Schedule Update
2. FY27 Master Fee Schedule

RESOLUTION 2026-15

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY; ESTABLISHING A MASTER FEE SCHEDULE CONFIRMING AND MODIFYING FEES, FINES AND RATES CHARGED BY THE CITY OF COWETA, THE COWETA PUBLIC WORKS AUTHORITY, AND THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY.

WHEREAS, the Coweta City Council, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority as part of the budgeting process, have reviewed all fees charged by the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority to ensure that appropriate fees and charges are in place; and

WHEREAS, in order to provide for sound financial planning for utility purposes, multi-year rates must be established, providing for minimal rate increases each year in order to avoid large, unexpected rate increases.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY THAT:

Section 1: The Master Fee Schedule attached to this resolution as Exhibit “A”, listing various fees, fines and rates, is established as the schedule of fees, fines or rates that shall be charged by the City of Coweta, Oklahoma upon the effective dates and for the specific services listed.

Section 2: A rolling utility rate plan has been established, with annual rate adjustments of 3% in each subsequent utility master fee schedule unless modified during the budgeting process.

Section 3: The City Manager of the City of Coweta is authorized to add any prior existing and unintentionally omitted fee, fine or rate to the attached Master Fee Schedule, until the next annual review, or to make temporary fee adjustments as special circumstances may warrant, ensuring that the City of Coweta will recover its expenses for services provided.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY ON THIS THIS 1st DAY OF JUNE 2026.

Naomi Hogue
As Mayor of the City of Coweta,

As Chair of the Board of Trustees of the
Coweta Public Works Authority, and

As Chair of the Board of Trustees of the
Coweta Industrial Development
Authority

Approved as to form:

Patrick Boulden, Coweta City Attorney;
Attorney for the Coweta Public Works
Authority; and Attorney for the Coweta
Industrial Development Authority

ATTEST:

Marcy Kilgore, Coweta City Clerk
and Secretary for the Coweta Public Works Authority

ATTEST:

Jeremy Barnett, Secretary for the
Coweta Industrial Development Authority



Master Fee Schedule Fiscal Year 2027

Resolution 2026-15 "Exhibit A"

Adopted 6/1/2026

Effective 7/1/2026

**City of Coweta, Oklahoma
Coweta Public Works Authority
Coweta Industrial Development Authority**

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AMBULANCE FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
BLS Emergent 911	\$1,300.00	\$1,300.00
BLS Non-Emergent 911	\$1,050.00	\$1,200.00
ALS Level 1 Emergent 911	\$1,875.00	\$1,875.00
ALS Level 1 Non-Emergent 911	\$1,215.00	\$1,300.00
ALS Level 2 Emergent 911	\$2,050.00	\$2,200.00
Specialty Care Transports	\$2,050.00	\$2,050.00
Ambulance Stand-by Fee	\$800.00 Per Hour Billed in 15 Minute Increments	\$800.00 Per Hour Billed in 15 Minute Increments
Mileage Fee for Ambulance Run	\$18.90 per mile	\$18.90 per mile
ANIMAL CONTROL FEES/FINES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Dog/Cat License	\$5.00 Annually	\$5.00 Annually
Impound Fee/Dog or Cat	\$7.50 Per Day	\$7.50 Per Day
Impound Fee/Other Than Dog or Cat	Actual Expenses Incurred as Determined by City Manager	Actual Expenses Incurred as Determined by City Manager
Violation - First Offense	\$25.00 + Court costs	\$25.00 + Court costs
Violation - Second Offense	\$50.00 + Court Costs	\$50.00 + Court Costs
Violation - Third Offense	\$500.00 + Court Costs	\$500.00 + Court Costs
BUILDING PERMIT FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
New Residential & Multi-Family	\$250.00 Plan Check Fee +\$.22 Per Sq. Ft. + Park & Rec. Fee	\$250.00 Plan Check Fee +\$.22 Per Sq. Ft. + Park & Rec. Fee
New Commercial	\$500.00 Plan Check Fee Plus 0.4% of Valuation < \$1 million Plus 0.2% of Valuation for Everything Over \$1 million	\$500.00 Plan Check Fee Plus 0.4% of Valuation < \$1 million Plus 0.2% of Valuation for Everything Over \$1 million
Revocable Permit (Private Improvements in the Public ROW)	\$100.00 Plan Check Fee + \$50.00 For Each Inspection	\$100.00 Plan Check Fee + \$50.00 For Each Inspection
Residential Remodel	\$0.15 Per Sq. Ft. + \$50.00 For Each Inspection	\$0.15 Per Sq. Ft. + \$50.00 For Each Inspection
Commercial Remodel	\$115.00 Plan Check Fee + \$50.00 For Each Inspection	Same as New Commercial
Accessory Buildings	\$75.00 where no utilities or inspections are necessary	\$100.00 where no utilities or inspections are necessary
Electrical, Framing, Plumbing, Gas, Mechanical, Fire Alarm or Fire Sprinkler Inspection	\$50.00 Per Inspection + \$75.00 for each reinspection	\$50.00 Per Inspection + \$75.00 for each reinspection

BUILDING PERMIT FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Driveway Permit	\$50.00 except lots platted after 7/1/22	\$50.00 except lots platted after 7/1/22
Specific Use Permits	\$100.00 + Advertising, Postage and Sign Fee	\$150.00 + Advertising, Postage and Sign Fee
Site Plan Review	\$100.00	\$100.00
Zoning Public Notice Sign Posting	\$50.00	\$50.00
Occupancy Permit (Fire Marshal Inspection)	\$50.00 Per Inspection + \$75.00 for each reinspection	\$50.00 Per Inspection + \$75.00 for each reinspection
Driveway Permit	\$50.00 except lots platted after 7/1/22	\$50.00 except lots platted after 7/1/22
In-Ground Swimming Pool	\$75.00 (Includes All Inspections)	\$75.00 (Includes All Inspections)
General Permit – all permits not listed above	\$50.00 (\$75.00 for each reinspection)	\$50.00 (\$75.00 for each reinspection)
Construction Work requiring Permit or Signs Completed Without Permit	Double Permit Fee Amount + Inspection Fee not performed	Double Permit Fee Amount + Inspection Fee not performed
Oklahoma Uniform Building Code Commission Fee	\$4.50 For Each Building, Plumbing, Electrical, Mechanical and Fire Suppression System Construction Permit with \$4.00 remitted to the Oklahoma Uniform Building Code Revolving Fund and 50¢ to the City General Fund	\$4.50 For Each Building, Plumbing, Electrical, Mechanical and Fire Suppression System Construction Permit with \$4.00 remitted to the Oklahoma Uniform Building Code Revolving Fund and 50¢ to the City General Fund
Park and Recreation Fee:		
Single-Family Dwelling	\$ 50.00 + \$25.00 Per Bedroom	\$ 50.00 + \$25.00 Per Bedroom
Duplex Dwelling	\$150.00 + \$25.00 Per Bedroom	\$150.00 + \$25.00 Per Bedroom
Multi-Family Units	\$200.00 Per Dwelling Unit	\$200.00 Per Dwelling Unit
Mobile or Manufactured Homes	\$200.00 Per Lot or Space	\$200.00 Per Lot or Space
Commercial Facility	\$ 0.01 Per Sq. Ft. of Building	\$ 0.01 Per Sq. Ft. of Building
New Mobile Home Permits	\$100.00 (Includes All Inspections)	\$100.00 (Includes All Inspections)
Existing Mobile Home Inspection	\$25.00 Per Inspection	\$25.00 Per Inspection

MOVER'S/DEMO PERMIT FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Mover's Permit (Over-Sized Load)	\$25.00	\$25.00
Mover's Permit (building or structure)	\$100.00	\$100.00
Demolition of Building or Structure	\$50.00	\$50.00
CEMETERY FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Cemetery Lot (Utility Customer)	\$1,100.00	\$1,100.00
Cemetery Lot (Non-Utility Customer)	\$2,600.00	\$2,600.00
Opening & Closing (Weekday)	\$600.00	\$600.00
Opening & Closing (Saturday and holidays)	\$1,200.00	\$1,200.00
Opening & Closing: Cremation	\$300.00	\$300.00
Opening & Closing: Cremation (Saturday and holidays)	\$600.00	\$600.00
Opening & Closing (after 4:00 pm)	Additional \$400.00	Additional \$400.00
Disinterment	\$600.00	\$600.00
Transfer fee	\$25.00	\$25.00
COPY/FAX/SCANNING FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Police Department Reports	\$0.25 Per Page	\$0.25 Per Page
All Other Copies	\$0.25 Per Page	\$0.25 Per Page
Documents in storage	\$20.00 Per Hour Search Fee	\$20.00 Per Hour Search Fee
Large Documents (Requiring at Least Thirty Minutes Staff Time)	\$20.00 Per Hour	\$20.00 Per Hour
Scanning of Documents	\$0.25 Per Page	\$0.25 Per Page
USB Flash Drive	New	\$5.00
Fax Transmissions/Local Area	\$1.00	\$1.00
Fax Transmissions/Long Distance	\$2.00	\$2.00
Faxes Received	\$0.50 Per Page	\$0.50 Per Page

**CHARGES FOR REPRODUCTION OF CITY RECORDS PURSUANT TO THE CITY OF COWETA'S
OPEN RECORDS POLICY ADOPTED NOVEMBER 3, 2025**

Except as otherwise provided by law, the following schedule of charges shall apply to records requests pursuant to the open records ordinances of the City of Coweta and in compliance with Oklahoma's Open Records Act, Title 51 Oklahoma Statutes, Section 24A.1 and following. This schedule of charges is posted in the public access area of City Hall, 310 South Broadway, Coweta, OK 74429, and in the Wagoner County Clerk's Office. The type of record and the media on or through which it is provided is at each records custodian's discretion. Payment of fees in advance of production may be required if the estimated fees exceed Seventy-five Dollars (\$75.00) or if the requestor has outstanding fees from previous requests. Any portion of an advance payment that exceeds the costs of responding to the request shall be returned to the requestor.

1. Paper Reproduction	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
a. Black and White Legal sized or smaller (8.5' x 14" or smaller)	\$0.25 per page	\$0.25 per page
b. Color Legal sized or smaller (8.5' x 14" or smaller)	\$0.50 per page	\$0.50 per page
c. Ledger sized (11" x 17")	\$0.50 per page	\$0.50 per page
d. Paper larger than 11" x 17", microfilm, photographic paper, or other specialty papers	Actual cost of media and reproduction	Actual cost of media and reproduction
2. Digital Reproduction (scanned or electronically generated and processed for electronic delivery)	\$0.15 per page	\$0.15 per page
3. Flash, thumb, or USB drive, external hard drive, memory card, or other media	Actual cost + \$5.00	Actual cost + \$5.00
4. U.S. Mail or other shipping service	Actual cost	Actual cost
5. Certification	\$1.00 per page	\$1.00 per page
PRODUCTION FEES FOR COMMERCIAL REQUESTS OR REQUESTS INVOLVING EXCESSIVE DISRUPTION	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
	1. \$55.00 per hour	1. \$55.00 per hour
	2. \$80.00 per hour when computer programming is required on a customized request	2. \$80.00 per hour when computer programming is required on a customized request
	3. \$85.00 per hour when legal support or legal review is required	3. \$85.00 per hour when legal support or legal review is required
	4. \$50.00 per hour when redaction of audio or video is required	4. \$50.00 per hour when redaction of audio or video is required

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Allow Minor on Premises/ alcohol Sold for Consumption	\$270.00	\$270.00
Allow Passenger to Ride Outside of Vehicle	\$270.00	\$270.00
Altered Drivers License	\$270.00	\$270.00
Altered Tag	\$270.00	\$270.00
Animal not to be at Large - 1st Offense	\$95.00	\$95.00
Animal not to be at Large - 2nd Offense	\$120.00	\$120.00
Animal not to be at Large - 3rd Offense or More	\$570.00/Court Required	\$570.00/Court Required
Animal Nuisance	\$270.00	\$270.00
Animal Protection Other Acts Prohibited	\$270.00	\$270.00
Assault & Battery	\$570.00	\$570.00
Begging/pan Handling	\$270.00	\$270.00
Building Permit or Sign Permit Required	\$270.00	\$270.00
Business Use of Streets Prohibited	\$270.00	\$270.00
Careless Driving	\$270.00	\$270.00
Carrying Firearm under the Influence	\$570.00/Court Required	\$570.00/Court Required
Certain Animals Not to Be Kept in City	\$95.00	\$95.00
Child Restraint	\$75.00	\$75.00
Conspiracy to Commit Larceny	\$270.00	\$270.00
Consumption by Person under 21	\$270.00	\$270.00
Contributing to Delinquency of Minor	\$270.00	\$270.00
Creating a Public Nuisance	\$270.00	\$270.00
Cross over Safety Zone at Stop Light	\$270.00	\$270.00
Cruelty to Animal(s)	\$270.00	\$270.00
Curfew Violation	\$95.00	\$95.00
Cutting Corner to Avoid Traffic Device	\$130.00	\$130.00
D.L. Endorsement Required	\$270.00	\$270.00
Damage or Defacement of Traffic Control Device	\$270.00	\$270.00
Potentially Dangerous Dog	\$570.00/Court Required	\$570.00/Court Required
Dangerous Dog	\$570.00/Court Required	\$570.00/Court Required

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Defective Vehicle/equipment	\$270.00	\$270.00
Design Standards for off Street Parking where not code compliant	\$570.00	\$570.00
Destruction of Property	\$270.00	\$270.00
Disobey Order of Officer	\$270.00	\$270.00
Disobeyed Stop Light	\$130.00	\$130.00
Disobeyed Stop Sign	\$130.00	\$130.00
Distribute Tobacco Products Within 300' of Playground or School (First Offense)	\$170.00	\$170.00
Distribute Tobacco Products Within 300' of Playground or School (Second Offense)	\$270.00	\$270.00
Destruction of Evidence	\$570.00	\$570.00
Disturbing the Peace	\$130.00/Court Required	\$130.00/Court Required
Dog(s) or Cat(s) to be Vaccinated	\$270.00	\$270.00
Door-to-door Sales Prohibited	\$270.00	\$270.00
Drivers View Obstructed	\$270.00	\$270.00
Driving in Manner Not Proper	\$270.00	\$270.00
Driving on Roadways with Lanes Marked for Traffic/driving on Shoulder	\$270.00	\$270.00
Driving under Suspension	\$570.00/Court Required	\$570.00/Court Required
Driving Wrong Way on One Way Street	\$270.00	\$270.00
Duty Upon Striking Fixtures Upon a Roadway	\$570.00/Court Required	\$570.00/Court Required
Eluding an Officer	\$570.00/Court Required	\$570.00/Court Required
Embezzlement	\$270.00/Court Required	\$270.00/Court Required
Embezzlement of Leased or Rented Property	\$270.00/Court Required	\$270.00/Court Required
Excessive Acceleration	\$130.00	\$130.00
Expired Tag or No Tag	\$170.00	\$170.00
Failure to Carry Bill of Sale	\$270.00	\$270.00
Failure to Change Address on Driver's License	\$270.00	\$270.00
Failure to Dim Headlights	\$270.00	\$270.00
Failure to Display Lighted Lamps	\$270.00	\$270.00

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Failure to Exercise Due Care Drivers to Exercise Due Care	\$270.00	\$270.00
Failure to Move to Non-Adjacent Lane When Passing Stationary Emergency Vehicle	\$270.00	\$270.00
Failure to Obey Traffic Control Devices	\$130.00	\$130.00
Failure to Obtain Occupation License	\$270.00	\$270.00
Failure to Obtain Plumbing Permit	\$270.00	\$270.00
Failure to Obtain Mechanical Permit	\$270.00	\$270.00
Failure to Obtain All Trades Inspection	\$270.00	\$270.00
Failure to Secure Load	\$270.00	\$270.00
Failure to Signal	\$130.00	\$130.00
Failure to Stop at Railroad Crossing	\$270.00	\$270.00
Failure to Surrender Suspended D.L.	\$270.00	\$270.00
Failure to Use Seat Belt	\$20.00	\$20.00
Failure to Yield	\$170.00	\$170.00
Failure to Yield to Emergency Vehicle	\$170.00	\$170.00
Failure to Yield to Funeral Procession	\$170.00	\$170.00
Failure to Yield to Railroad Crossing	\$170.00	\$170.00
Failure to Yield/school Zone Cross Walk	\$570.00	\$570.00
False Alarms	\$270.00	\$270.00
False Reports of Crime	\$570.00	\$570.00
False Representation to an Officer	\$570.00/Court Required	\$570.00/Court Required
Following too Closely	\$170.00	\$170.00
Forged Proof of Security Verification	\$270.00	\$270.00
Go Around Railroad Crossing Gate	\$270.00	\$270.00
Harmful Deception	\$570.00/Court Required	\$570.00/Court Required
Headgear Required	\$270.00	\$270.00
House Moving Permit Required	\$270.00	\$270.00
Ignition Interlock Device	\$570.00/Court Required	\$570.00/Court Required
Illegal Dumping	\$270.00	\$270.00
Illegal Exhaust	\$270.00	\$270.00

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Illegal Parking	\$130.00	\$130.00
Illegal Parking on Right of Way	\$130.00	\$130.00
Illegal U Turn to Park	\$130.00	\$130.00
Impeding Flow of Traffic	\$130.00	\$130.00
Improper Backing	\$130.00	\$130.00
Improper Display of Lights	\$130.00	\$130.00
Improper Display of Tag	\$130.00	\$130.00
Improper Lane Use or Lane Change	\$130.00	\$130.00
Improper Tag/Blocked Tag	\$130.00	\$130.00
Improper Turn	\$130.00	\$130.00
Improper/unsafe U Turn	\$130.00	\$130.00
Inattentive Driving	\$270.00	\$270.00
Indecent Exposure	\$270.00	\$270.00
Insulting Signs, Language, Literature	\$270.00	\$270.00
Interference with Emergency Telephone Calls	\$570.00/Court Required	\$570.00/Court Required
Interfere with Officers Duties	\$270.00	\$270.00
Intimidation or Harassment	\$270.00	\$270.00
Itinerant Vender License Required	\$270.00	\$270.00
Joyride	\$270.00	\$270.00
Larceny of Utilities	\$270.00/Court Required	\$270.00/Court Required
Leaving Scene of Accident	\$270.00	\$270.00
Left of Center	\$130.00	\$130.00
Littering	\$270.00	\$270.00
Littering from Vehicle	\$270.00	\$270.00
Loud Sound Amplification	\$270.00	\$270.00
Loud Unnecessary Noise Prohibited	\$270.00	\$270.00
Maliciously Defacing Property of Another	\$270.00	\$270.00
Minor in Possession of Tobacco Product	\$130.00	\$130.00
Minor Possession of Beer/liquor	\$170.00	\$170.00
Molesting Auto	\$270.00	\$270.00

**CITY OF COWETA, OKLAHOMA
FY27 MASTER FEE SCHEDULE**

Effective 7/1/2026

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Mufflers/no Muffler or Defective Muffler	\$270.00	\$270.00
Negligent Parking	\$130.00	\$130.00
No Drivers License	\$370.00	\$370.00
No Insurance	\$320.00	\$320.00
No More than 3 Dogs Permitted	\$130.00	\$130.00
Nuisance Dog	\$270.00	\$270.00
Obscene, Threatening or Harassing Telephone Calls	\$270.00	\$270.00
Obstructed View of Vehicle Tag	\$130.00	\$130.00
Obstruction	\$270.00	\$270.00
Obstruction to Turning of Steering Control Obstruction to Turning	\$270.00	\$270.00
Obtaining Property by Trick or Deception	\$270.00	\$270.00
Off Road Vehicle on Street	\$270.00	\$270.00
Offenses Not Listed	\$270.00	\$270.00
Operate Vehicle Without License Decal	\$270.00	\$270.00
Operate Vehicle in Park Not in Parking Lot	\$270.00	\$270.00
Operating Vehicle W/o DL in Possession	\$270.00	\$270.00
Operating a Motor Vehicle at a Speed Greater than Posted Limit	\$270.00	\$270.00
Operating W/o City License	\$170.00	\$170.00
Owner Duty to Restrain Domestic Animals	\$270.00	\$270.00
Parking Handicap Zone	\$130.00	\$130.00
Parking on Railroad Right of Way	\$270.00	\$270.00
Parking Setbacks	\$570.00	\$570.00
Parking too Close to Fire Hydrant	\$270.00	\$270.00
Passing in No Passing Zone	\$270.00	\$270.00
Passing on Right	\$270.00	\$270.00
Passing School Bus While Loading or Unloading	\$570.00/Court Required	\$570.00/Court Required
Pedestrian Fail to Use Provided Crosswalk	\$130.00	\$130.00
Permit Juvenile to Violate Curfew	\$130.00	\$130.00
Permit Unlicensed Person to Drive	\$270.00	\$270.00

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Permitting Invitees under 21 to Consume Alcohol	\$270.00	\$270.00
Petit Larceny	\$570.00/Court Required	\$570.00/Court Required
Planning or Threatening Violent Act	\$570.00/Court Required	\$570.00/Court Required
Possession of Illegal Fireworks	\$130.00	\$130.00
Possession of Marijuana	\$475.00/Court Required	\$475.00/Court Required
Possession of Marijuana Without Tax Stamp	\$270.00/Court Required	\$270.00/Court Required
Possession of Paraphernalia	\$425.00/Court Required	\$425.00/Court Required
Possession of Pills Not in Proper Container	\$570.00/Court Required	\$570.00/Court Required
Possession of Schedule VI CDS/Schedule III Possession of Schedule VI/III CDS.	\$575.00/Court Required	\$575.00/Court Required
Possession of Tobacco By Minor (First Offense)	\$170.00 or 22 Hours of Community Service, as Selected by the Offender	\$170.00 or 22 Hours of Community Service, as Selected by the Offender
Potentially Dangerous Dog	\$570.00/Court Required	\$570.00/Court Required
Prohibited Sale of Alcohol	\$170.00	\$170.00
Public Intoxication	\$170.00	\$170.00
Pump Piracy	\$270.00	\$270.00
Reckless Driving	\$570.00/Court Required	\$570.00/Court Required
Reckless Conduct with a Firearm	\$270.00/Court Required	\$270.00/Court Required
Resisting an Officer	\$570.00/Court Required	\$570.00/Court Required
Sale of Alcohol/Beer to Minor	\$130.00	\$130.00
School/Construction Zone 1-10 Over	\$190.00	\$130.00
School/Construction Zone 11-16 Over	\$240.00	\$240.00
School/Construction Zone 17-21 Over	\$270.00	\$270.00
School/Construction Zone 22 Over	\$270.00	\$270.00
Sell of Tobacco Product Except in Original Packaging	\$370.00	\$370.00
Sell or Furnish Tobacco Product to Minor (First Offense)	\$170.00	\$170.00
Sell or Furnish Tobacco Product to Minor (Second Offense)	\$321.00 (Within 2 Year Period)	\$321.00 (Within 2 Year Period)

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Sell or Furnish Tobacco Product to Minor (Third Offense)	\$310.00 (Within 2 Year Period of Second Offense)	\$310.00 (Within 2 Year Period of Second Offense)
Sell or Furnish Tobacco Product to Minor	\$170.00	\$170.00
Sell or Give Intoxicating Liquors to Minors	\$130.00	\$130.00
Shooting at Persons or Property	\$570.00/Court Required	\$570.00/Court Required
Sign Classified as a Billboard	\$280.00	\$280.00
Sign Not a Permitted Accessory Use in Agriculture Zoning District	\$280.00	\$280.00
Simple Assault	\$570.00/Court Required	\$570.00/Court Required
Speed Contest Prohibited	\$570.00	\$570.00
Speeding 1-10 over Posted Speed Limit	\$130.00	\$100.00
Speeding from 11 to 16 over Posted Speed Limit	\$155.00	\$155.00
Speeding from 17 to 21 over Posted Speed Limit	\$201.00	\$201.00
Speeding 22 or More over the Speed Limit	\$270.00	\$270.00
Suppress/Conceal Evidence	\$270.00/Court Required	\$270.00/Court Required
Tampering With/Or Damaging Public Utilities	\$570.00/Court Required	\$570.00/Court Required
Texting While Driving a Commercial Motor Vehicle	\$270.00	\$270.00
Texting While Driving a Non-Commercial Motor Vehicle	\$270.00	\$270.00
Throwing Object at Moving Vehicle	\$270.00	\$270.00
Too Fast for Conditions	\$270.00	\$270.00
Transport Oversized Load W/o City Permit	\$570.00	\$570.00
Transport Manufactured Home W/o Permit	\$570.00	\$570.00
Transporting an Open Container	\$420.00	\$420.00
Transporting Loaded Firearm	\$320.00	\$320.00
Trespassing	\$270.00	\$270.00
Truck Driving Route Prohibited	\$130.00	\$130.00
Unattended Children Left in Vehicles	\$270.00	\$270.00
Unattended Motor Vehicle	\$130.00	\$130.00

COURT FINES AND BONDS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Unlawful Carry	\$270.00	\$270.00
Unlawful Crossing of Fire Hose	\$270.00	\$270.00
Unlawful Discharge of Firearm in City	\$270.00	\$270.00
Unlawful Discharge of Fireworks	\$130.00	\$130.00
Unlawful Fighting	\$130.00	\$130.00
Unlawful Nuisance	\$570.00	\$570.00
Unlawful Parking of Commercial Vehicle or Trailer in Residential District	\$270.00	\$270.00
Unlawful Play on Sidewalk, Street, Parking Lot	\$95.00	\$95.00
Unlawful Riding of a Vehicle Unlawful Riding	\$270.00	\$270.00
Unlawful to Drive Around Construction Barricade	\$270.00	\$270.00
Unlawful to Obstruct Sidewalks and Streets	\$270.00	\$270.00
Unsafe Passing	\$270.00	\$270.00
Using Hand-held Device While Driving a Commercial Motor Vehicle	\$120.00	\$120.00
Uttering a Forged Instrument	\$270.00	\$270.00
Vehicle Equipment Required	\$270.00	\$270.00
Violate Terms of Special Permit	\$270.00	\$270.00
Violation of D.L. Restriction	\$270.00	\$270.00
Violation of Hours of Sale/Low Point Beer	\$270.00	\$270.00
Violation of Open Burning Regulations	\$270.00	\$270.00
Violation of Restriction on Tinted Windshields	\$270.00	\$270.00
Violation of Zoning Ordinance	\$270.00	\$270.00
Windshield, Goggles, or Face Shield Required	\$270.00	\$270.00
Zoning Code Violation	\$270.00	\$270.00

FIRE DEPARTMENT FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Commercial Burn Permit	\$25.00	\$25.00
Non-Rural Fire Run	\$700.00 Per Vehicle, Per Hour	\$800.00 Per Vehicle, Per Hour
Rural Fire Run (no membership)	\$750.00 Per Vehicle, Per Hour	\$850.00 Per Vehicle, Per Hour
RURAL FIRE MEMBERSHIP DUES		
Rural Fire Membership Dues (Resolution No. 2012-19)		
Non-Commercial Land	\$250.00 Per Year	\$250.00 Per Year
Commercial Land	\$750.00 Per Year	\$750.00 Per Year
Service Fee for Those Who Pay on a Monthly Basis (Per Parcel)	\$1.67 Per Month	\$1.67 Per Month/Structure
FLOODPLAIN MANAGEMENT	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Notice of Intent Fee	\$25.00 (Maximum)	\$25.00 (Maximum)
Floodplain Development Permit Application Review	\$100.00	\$100.00
Floodplain Development Permit Fee	\$25.00	\$25.00
Floodplain Inspection Fee (per inspection)	\$25.00	\$25.00
INDUSTRIAL DISCHARGE PERMITS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Discharging Industrial Waste		
Inside City Limits: Initial 1-Year Permit	\$500.00	\$500.00
Annual Renewal Fee	\$250.00	\$250.00
Outside City Limits: Initial 1-Year Permit	\$750.00	\$750.00
Annual Renewal Fee	\$375.00	\$375.00
Industry Discharging Normal Domestic Waste		
Inside City Limits: Initial 1-Year Permit	\$500.00	\$500.00
Annual Renewal Fee	\$100.00	\$100.00
Outside City Limits: Initial 1-Year Permit	\$600.00	\$600.00
Annual Renewal Fee	\$150.00	\$150.00

INDUSTRIAL DISCHARGE PERMITS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Non-Residential Establishment Discharging		
Non-Classified Waste		
Inside City Limits: Initial 1-Year Permit	\$100.00	\$100.00
Annual Renewal Fee	\$50.00	\$50.00
Outside City Limits: Initial 1-Year Permit	\$150.00	\$150.00
Annual Renewal Fee	\$75.00	\$75.00
KIOSK SIGN RENTAL	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Metal Panel (any size)	\$185.00 (one-time fee)	\$200.00 (one-time fee)
Graphics, small panel	\$85.00 (one-time fee per graphics change)	\$100.00 (one-time fee per graphics change)
Graphics, large panel	\$135.00 (one-time fee per graphics change)	\$150.00 (one-time fee per graphics change)
Installation	\$120.00 (one-time fee per graphics change)	\$150.00 (one-time fee per graphics change)
Administrative Fee	\$100.00 (Annual Fee)	\$100.00 (Annual Fee)
LIBRARY FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Library Fines (Books)	\$.10 Per Day/Cumulative to \$2.00	\$0.10 Per Day/Cumulative to \$2.00
Library Fines (Videos/DVDs)	\$1.00 Per Day/Cumulative to \$5.00	\$1.00 Per Day/Cumulative to \$5.00
LOST BOOKS		
Old Paperbacks	Replacement Costs Plus \$5.00 Processing Fee	Replacement Costs Plus \$5.00 Processing Fee
New Paperbacks	Replacement Costs Plus \$5.00 Processing Fee	Replacement Costs Plus \$5.00 Processing Fee
Old Hardbacks	Replacement Costs Plus \$5.00 Processing Fee	Replacement Costs Plus \$5.00 Processing Fee
New Hardbacks	Replacement Costs Plus \$5.00 Processing Fee	Replacement Costs Plus \$5.00 Processing Fee

LICENSES AND PERMITS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Commercial Burn Permit	\$25.00	\$25.00
Contractors License (Electrical, Plumbing or Mechanical)	\$75.00 Per Year (each)	\$75.00 Per Year (each)
Fireworks Stand Permit	\$100.00 Per Year + \$20.00 Inspection Fee + \$30.00 Re-Inspection Fee	\$100.00 Per Year + \$20.00 Inspection Fee + \$30.00 Re- Inspection Fee
Fireworks Display Permit (non-commercial)	New	\$25.00 Inspection Fee + \$30.00 Re-Inspection Fee
Fireworks Display Permit (commercial)	New	\$50.00 Inspection Fee + \$75.00 Re-Inspection Fee
Itinerant Vendor License – Background check required except for mobile food vendors licensed by the Health Department	\$50.00 + Costs for Background Checks	\$75.00 + \$25 per added persons + \$43 cost of Background Checks
Work in City Right-of-Way	New	\$100 Base Fee + \$50 per inspection + \$50 per bore
Unauthorized Work in City Right-of-Way	New	\$200 base fee + \$100 per inspection + \$100 per bore
SPECIAL EVENT PERMITS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Special Event Application Fee	\$25.00	\$25.00
Police/Security (per hour, 3 hour minimum)	\$50.00	\$50.00
Road Closure	\$25.00	\$25.00
Public Works Laborer (per hour, 3 hour minimum)	\$25.00	\$25.00
Water Connection (each, plus water fee per day)	\$25.00	\$25.00
Water Fee (each connection, per day)	\$10.00	\$10.00
Type II or Type III Barricades (Each – Per Day)	\$1.50	\$1.50
Reflective Cones (Each – Per Day)	\$0.50	\$0.50
Delineator (Each – Per Day)	\$1.75	\$1.75
Special Event Itinerant Vendor’s License – Each event up to 5 days	\$35.00	\$35.00
Itinerant Vendor’s License – One Year – Background check required except for mobile food vendors licensed by the Health Department	\$75.00 + \$25 per added persons + \$43 cost of Background Checks	\$75.00 + \$25 per added persons + \$43 cost of Background Checks

ALCOHOL LICENSES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Brewer	\$1,250.00	\$1,250.00
Small Brewer	\$125.00	\$125.00
Distiller	\$3,125.00	\$3,125.00
Winemaker	\$625.00	\$625.00
Small Farm Winery	\$75.00	\$75.00
Rectifier	\$3,125.00	\$3,125.00
Wine, Beer and Spirits Wholesaler	\$3,000.00	\$3,000.00
Off Premises Retail Spirits (new)	\$1,005.00	\$1,005.00
Off Premises Retail Spirits (renewal)	\$905.00	\$905.00
Off Premises Retail Wine (new)	\$250.00	\$250.00
Off Premises Retail Wine (renewal)	\$225.00	\$225.00
Off Premises Retail Beer (new)	\$250.00	\$250.00
Off Premises Retail Beer (renewal)	\$225.00	\$225.00
On Premises Mixed Beverage (new)	\$1,005.00	\$1,005.00
On Premises Mixed Beverage (renewal)	\$905.00	\$905.00
On Premises Beer and Wine (new)	\$250.00	\$250.00
On Premises Beer and Wine (renewal)	\$250.00	\$225.00
Caterer	\$1,005.00	\$1,005.00
Special Events (Per Day)	\$55.00	\$55.00
Hotel Beverage	\$1,005.00	\$1,005.00
Game Room/Pool Hall: Application Fee	\$100.00	\$100.00
Certificate of Compliance fee for new alcohol license	\$35.00	\$35.00

PLANNING AND ZONING	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Annexations	\$500.00 + Certified Mail Fee, Advertising and Sign Fee	\$500.00 + Certified Mail Fee, Advertising and Sign Fee
Board of Adjustment Application	\$125.00 + Cost of Certified Mail Fee and Advertising Fee	\$125.00 + Cost of Certified Mail Fee and Advertising Fee
Certified Mailing Fee	Actual Mailing Cost for Each Property Owner Within a 300' Radius of Subject Property	Actual Mailing Cost for Each Property Owner Within a 300' Radius of Subject Property
Closure of Easement/Right-of-way	\$500 + Certified Mail Fee, and Advertising Fee	\$500 + Certified Mail Fee, and Advertising Fee
Development Review	New	\$100.00
Earth Change Permit: 0 - 4.99 Acres	\$50.00	\$50.00
Earth Change Permit: 5 - 19.99 Acres	\$75.00	\$75.00
Earth Change Permit: 20 + Acres	\$100.00	\$100.00
Lot Split	\$25.00	\$100.00
Subdivision Regulation Waiver	\$50.00	\$50.00
Planned Unit Development (PUD)	\$250.00 + Cost of Publication, Mailing Fee and Sign Fee	\$250.00 + Cost of Publication, Mailing Fee and Sign Fee
Plat Fees: Preliminary Plat	\$ 50.00 + \$1.00 Per Lot Over 10 Lots	\$ 300.00
Plat Fees: Final Plat	\$100.00 + \$1.00 Per Lot Over 10 Lots (No Maximum)	\$300.00
Plat Fees: Resubmittal of Final Plat	\$100.00	\$100.00
Vacation of Plat	\$500 + Certified Mail Fee, and Advertising and Sign Fee	\$500 + Certified Mail Fee, and Advertising and Sign Fee
Zoning: Residential, including duplexes	\$100.00 + Certified Mail Fee, Advertising and Sign Fee	\$150.00 + Certified Mail Fee, Advertising and Sign Fee
Zoning: Commercial and multifamily residential (3 or more units)	\$150.00 + Certified Mail Fee, Advertising and Sign Fee	\$250.00 + Certified Mail Fee, Advertising and Sign Fee
Zoning: Industrial	\$200.00 + Certified Mail Fee, Advertising and Sign Fee	\$350.00 + Certified Mail Fee, Advertising and Sign Fee
Zoning Waiver	\$50.00	\$50.00
Zoning or Flood Plain Letters	\$20.00	\$20.00
Unlawful Signs in Public Right-of-Way	\$25.00 Per Sign Fine	\$25.00 Per Sign Fine

PLANNING AND ZONING	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Non-Lighted Signs/Permanent Banners/A-Frame	\$50.00 (Includes All Inspections)	\$50.00 (Includes All Inspections)
Lighted Signs	\$100.00 (Includes All Inspections)	\$100.00 (Includes All Inspections)
Temporary Signs	\$25.00 (Includes All Inspections)	\$25.00 (Includes All Inspections)
WATER TAPS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Inside City Limits	\$1,000.00 + \$300.00 Water Meter Fee	\$1,000.00 + \$300.00 Water Meter Fee
Outside City Limits	\$2,700.00 + \$300.00 Water Meter Fee	\$2,700.00 + \$300.00 Water Meter Fee
Water Tap: Larger Than 3/4" Tap	Cost of Materials + 15%	Cost of Materials + 15%
SEWER TAPS	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Single Family Residential	\$1,350.00 per connection	\$1,400.00 per connection
Multifamily Residential	\$1,350.00 per connection plus \$100 per unit	\$1,400.00 per connection Plus \$100 per unit for shared service
Commercial/Industrial	\$1,350.00 per connection plus \$100.00 per unit	\$1,400.00 per connection plus \$100.00 per unit
MISCELLANEOUS FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Public Nuisance Cleaning/ Mowing (by City)	\$50.00 Per Hour/Per Man + \$100.00 Administration Fee (Minimum)	\$50.00 Per Hour/Per Man + \$100.00 Administration Fee (Minimum)
Public Nuisance Cleaning/ Mowing (by Contractor)	Actual Costs + \$100.00 Administrative Fee + 15%	Actual Costs + \$100.00 Administrative Fee + 15%
Public Nuisance Demolition	Actual Costs + \$100.00 Administrative Fee + 15%	Actual Costs + \$100.00 Administrative Fee + 15%
Fee for Release of Towed Public Nuisance Vehicle/Trailer/Etc.	\$50.00 Per Vehicle/Trailer/Etc.	\$50.00 Per Vehicle/Trailer/Etc.
Special Assessment Letter	\$20.00	\$25.00
Returned Check Fee	\$25.00	\$25.00
Fingerprint Fee	\$25.00	\$25.00
Notary Service	\$2.00	\$2.00
Passport Processing Fee	\$35.00	\$35.00
Passport Photos	\$15.00	\$15.00
IAFF and/or FOP Contract(s) Election Approval by Local Electorate	Cost(s) of Election + Funding of Cumulative Contract(s) Cost(s) to be Identified and Included on Monthly Utility Billing Statement with Amount to be Determined by the City Manager	

UTILITY RATES AND FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Rate Adjustment Policy	Rates will be adjusted by 3% + \$1.00 for sewer debt each year on July 1 unless otherwise adjusted by the Coweta City Council	Rates will be adjusted by 3% + \$1.00 for sewer debt each year on July 1 unless otherwise adjusted by the Coweta City Council
Water Rates	\$35.33 For First 1,000 Gallons	\$36.39 For First 1,000 Gallons
	\$3.39 Per 1,000 Gallons (1,000 to 4,000)	\$3.49 Per 1,000 Gallons (1,000 to 4,000)
	\$4.09 Per 1,000 Gallons (over 4,000)	\$4.21 Per 1,000 Gallons (over 4,000)
Sewer Rates	\$26.91 First 2,000 gallons	\$28.72 First 2,000 gallons
	\$1.79 Per 1,000 Gallons (over 2,000)	\$1.84 Per 1,000 Gallons (over 2,000)
Sewer Rates (Flat Fee For Non-Water Customers)	\$33.07 Per Month	\$35.29 Per Month
Sewer Rates (Flat Fee For Non-CPWA Sewer Collection and/or Treatment)	\$44.93 Per Month	\$47.95 Per Month
Sewer Rates (Flat Fee For Non-City Residents)	\$64.14 Per Month	\$68.45 Per Month
Sewer Rates (Commercial, non-CPWA water)	\$33.07 For First 1,000 Gallons	\$35.29 For First 1,000 Gallons
Sewer Rates (Commercial, non-CPWA water)	\$1.79 Per 1,000 Gallons (over 1,000)	\$1.84 Per 1,000 Gallons (over 1,000)
Sewer Relief Valve (pop-off)	\$40.00	\$40.00
Garbage Rates		
Residential (Once-A-Week Collection)	\$18.33 Per Month, each additional cart \$15.00/month	\$18.88 Per Month, each additional cart \$15.00/month
Backyard Service (Once-A-Week collection)	\$10.00 Per Month additional fee, each additional cart \$15.00/month	\$10.00 Per Month additional fee, each additional cart \$15.00/month
Additional Bags outside of cart	\$3.00 for Each Bag	\$3.00 for Each Bag
General Business (polycart)	Once/week - \$20.75 Per Month	Once/week - \$22.50 Per Month
General Business (polycart)	Twice/week - \$38.59 Per Month	Twice/week - \$41.68 Per Month
Commercial (Light)	\$41.36 Per Month	\$44.67 Per Month

**CITY OF COWETA, OKLAHOMA
FY27 MASTER FEE SCHEDULE**

Effective 7/1/2026

UTILITY RATES AND FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
2-Yard Dumpster	Once/week - \$74.75 Per Month	Once/week - \$80.73 Per Month
2-Yard Dumpster	Twice/week - \$137.50 Per Month	Twice/week - \$148.50 Per Month
3-Yard Dumpster	Once/week - \$92.00 Per Month	Once/week - \$99.36 Per Month
3-Yard Dumpster	Twice/week - \$137.50 Per Month	Twice/week - \$148.50 Per Month
4-Yard Dumpster	Once/week - \$135.65 Per Month	Once/week - \$150.00 Per Month
4-Yard Dumpster	Twice/week - \$214.35 Per Month	Twice/week - \$231.50 Per Month
6-Yard Dumpster	Once/week - \$156.00 Per Month	Once/week - \$168.48 Per Month
6-Yard Dumpster	Twice/week - \$195.04 Per Month	Twice/week - \$210.64 Per Month
8-Yard Dumpster	Once/week - \$205.00 Per Month	Once/week - \$221.40 Per Month
8-Yard Dumpster	Twice/week - \$255.00 Per Month	Twice/week - \$275.40 Per Month
Extra pick-up for Dumpsters	\$60.00 each additional pick-up above twice/week, per dumpster	\$65.00 each additional pick-up above twice/week, per dumpster
Solid waste tax	\$0.52 Per Month	\$0.53 Per Month
Bulk Trash (Residential)	\$97.00 per 8 cubic yards or priced by the bulky item at \$30.75 (Direct Pay to American Waste Control)	\$97.00 per 8 cubic yards or priced by the bulky item at \$30.75 (Direct Pay to American Waste Control)
Ambulance – Run cost not covered by insurance is waived with membership	\$6.95 Per Month	\$7.16 Per Month
Water and Garbage Deposit	\$100.00	\$100.00
Ambulance Deposit (in City Limits/on Rural Water with no other City Services)	\$25.00	\$25.00
Utility Service Transfer Fee	\$25.00	\$25.00
After Hours Turn-On Fee	\$25.00	\$25.00

UTILITY RATES AND FEES	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Default Payment Fee (If Not Paid by Cut-Off Date)	\$10.00	\$10.00
Disconnect Fee	\$25.00	\$25.00
Pulled Meter Fee (Unpaid Bill)	\$25.00	\$25.00
Pulled Meter Fee (Tampering with a Meter)	\$100.00	\$100.00
Sewer Disconnection Fee	\$250.00 + Permit and Fee + Inspection Fee	\$250.00 + Permit Fee + Inspection Fee
Sewer Pop-Off Valve Installation/Inspection	\$40.00	\$40.00
Replacement of Water Meter Box and/or Lid	Cost of Materials + 15%	Cost of Materials + 15%
Utility Account Re-Read Fee		
Utility re-read if reading was correct as initially read	\$5.00 Charge to Customer's Account	\$5.00 Charge to Customer's Account
Utility re-read if reading was incorrect as initially read	\$10.00 Credit to Customer's Account	\$10.00 Credit to Customer's Account
Obstructed Meter Charge		
First Offense	\$25.00	\$25.00
Second Offense	\$50.00	\$50.00
Third Offense	Disconnection of Water Service	Disconnection of Water Service
Other Utility Fees		
Unauthorized Bulk Water Usage	\$500.00 Minimum (if Actual Usage is Over, Water Rates Apply)	\$500.00 Minimum (if Actual Usage is Over, Water Rates Apply)
Penalty (If Utility Bill Not Paid by the Due Date)	10% of Entire Bill With a \$2.00 Minimum	10% of Entire Bill With a \$2.00 Minimum
STORMWATER MANAGEMENT FEE	FEE AS OF 7/1/2025	NEW FEE 7/1/2026
Residential, per account	New	\$1.50/month
Non-residential, per account	New	\$3.00 per ESU per month (\$5 min per month) 1 ESU (Equivalent Surface Unit) = 2,650 square feet of impervious surface



P.O. BOX 850
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Memorandum

To: Honorable Mayor and City Council

From: Jessica Gough

Re: **ORDINANCE 917 - CZ 26-02 REZONE FROM RESIDENTIAL SINGLE FAMILY (RS-3)
TO RESIDENTIAL DUPLEX (RD) FOR PROPERTY LOCATED AT 325 EAST PECAN
STREET**

Date: June 1, 2026

BACKGROUND

Applicant

YOHO Investments, the property owner, is seeking to amend the zoning map. The request is to rezone from Residential Single Family (RS-3) to Residential Duplex (RD). If the rezoning is approved, the property owner will split the parcel into two separate parcels to allow for the construction of two duplexes.

Case Facts

- The property is located at 325 E. Pecan St, Coweta, OK.
- The property is currently zoned Residential Single Family (RS-3)
- The surrounding land use is Residential Single Family (RS-3) and Residential Duplex (RD)
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for residential use.
- BOA approved a variance request for minimum lot size on April 20th, 2026, to accommodate for the construction of duplexes.

Adjacent Zoning:

North: Residential Single Family (RS-3)
South: Residential Single Family (RS-3)
East: Residential Duplex (RD)
West: Residential Single Family (RS-3)

Legal description:

New Coweta City Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Sixty

(60), City of Coweta, Wagoner County, State of Oklahoma

Public Notice Required

- Newspaper Notice – min. 20 days in advance
- Mailed Notice to 300’ radius – min. 20 days in advance
- Posted Sign – min. 20 days in advance

Pertinent Zoning Code RS-3

- Minimum Lot Size: 8,000 sq ft- BOA Approved 5,250 sq ft variance
- Front Yard Setback: 25 feet
- Side Yard Setback: 5 feet (Interior Lot)
- Side Yard Setback: 15 feet (Corner Lot)
- Rear Yard Setback: 15 feet
- Minimum Lot Width 80 feet BOA Request for 70 ft

12-3C-1-1 City Policy

It is the policy of the City of Coweta that in the consideration of proposed amendments to this Code that: Amendments will be adopted to recognize changes in the Comprehensive Plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally. A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

Staff finds that this request is in compliance with the objectives of the City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map. Further, staff finds that, if implemented, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

CITY COUNCIL ACTION

The City Council can make a motion of approval, approval with conditions, or denial of the rezone request. Staff recommends City Council to approve the rezone request from Residential Single Family (RS-3) to Residential Duplex (RD)

STAFF RECOMMENDATION

Staff recommends approval for the rezone.

ATTACHMENTS

1. ORDINANCE #917 CZ 26-02
2. Zoning Map_CZ 26-02
3. Proposed Land Use and City Limits 2030

4. Flood Map_CZ 26-02
5. Aerial Map_CZ 26-02

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 917

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM RESIDENTIAL SINGLE FAMILY (RS-3) CLASSIFICATION TO RESIDENTIAL DUPLEX (RD) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT:

SECTION 1. ZONING CLASSIFICATION

The following described property, pursuant to Rezoning Application CZ 26-02, is hereby rezoned from Residential Single Family (RS-3) classification to Residential Duplex (RD) classification, to wit:

New Coweta City Lots Twenty-two (22), Twenty-three (23) and Twenty-four (24), Block Sixty (60), City of Coweta, Wagoner County, State of Oklahoma

and having a street address at or near 325 E Pecan Street, Coweta, Oklahoma.

SECTION 2. ZONING MAP

The Official Zoning Map of the City of Coweta, Oklahoma be and hereby is amended to reflect the actions taken in Section One.

SECTION 3. REPEALER

All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 4. SEVERABILITY

If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION 5. DECLARING AN EMERGENCY

That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

Approved by the City Council of the City of Coweta, Oklahoma, this 1st day of June 2026.

Naomi Hogue, Mayor

ATTEST:

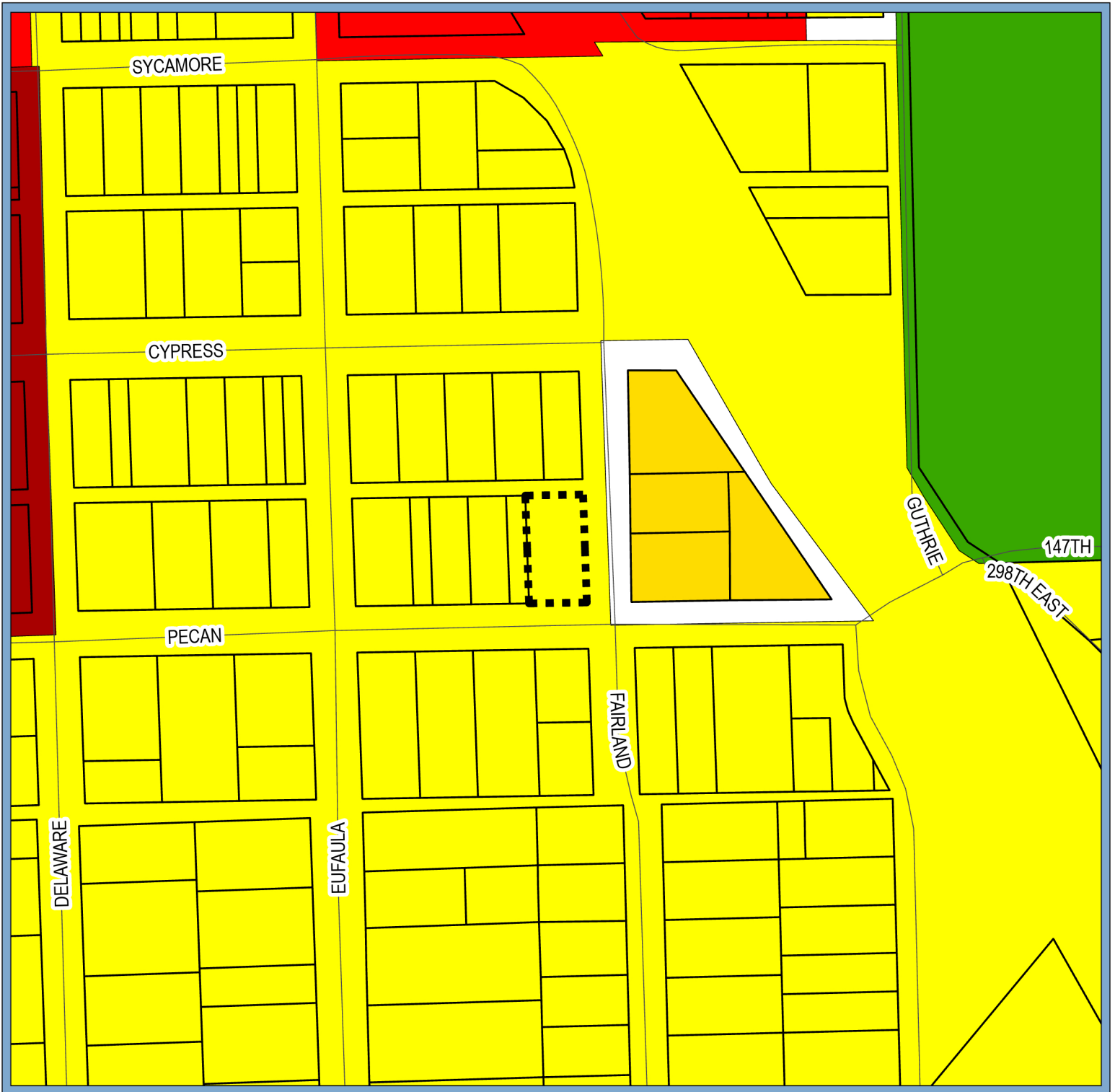
Marcy Kilgore, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Patrick Boulden, City Attorney

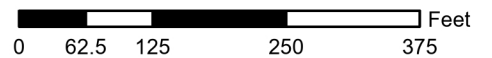
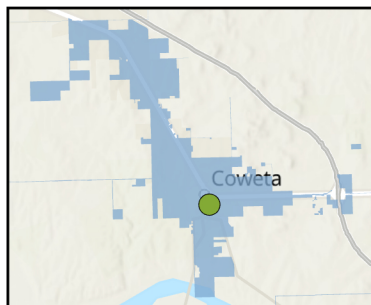
Zoning Map

CZ 26-02



Legend

— Roads	CG
▣ Subject Property	AG
▭ Parcels	O
■ RS-3	RD























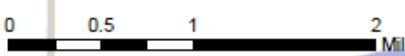
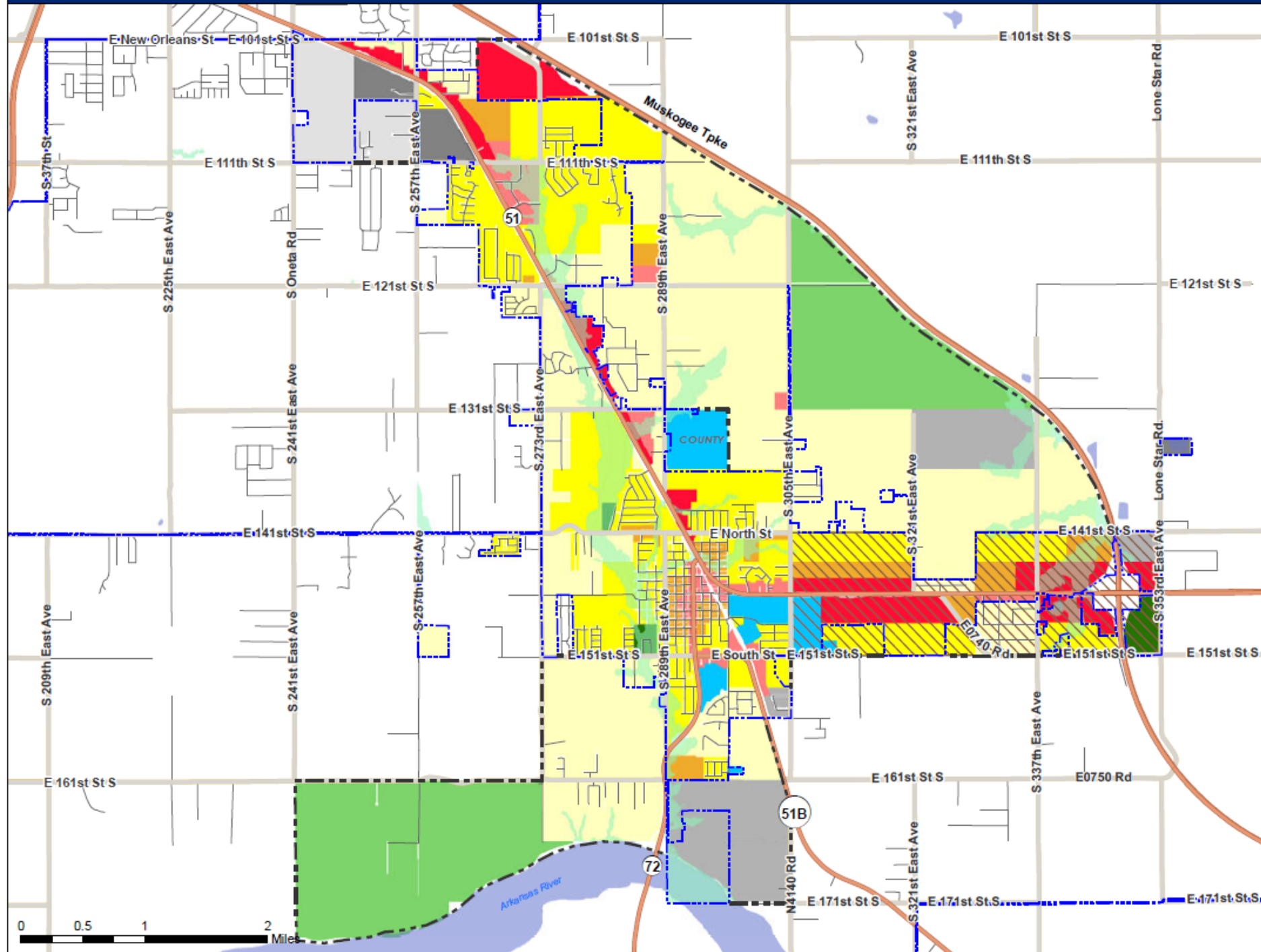
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Proposed Land Use and City Limits 2030

City of Coweta Comprehensive Plan Proposed Land Use and City Limits 2030

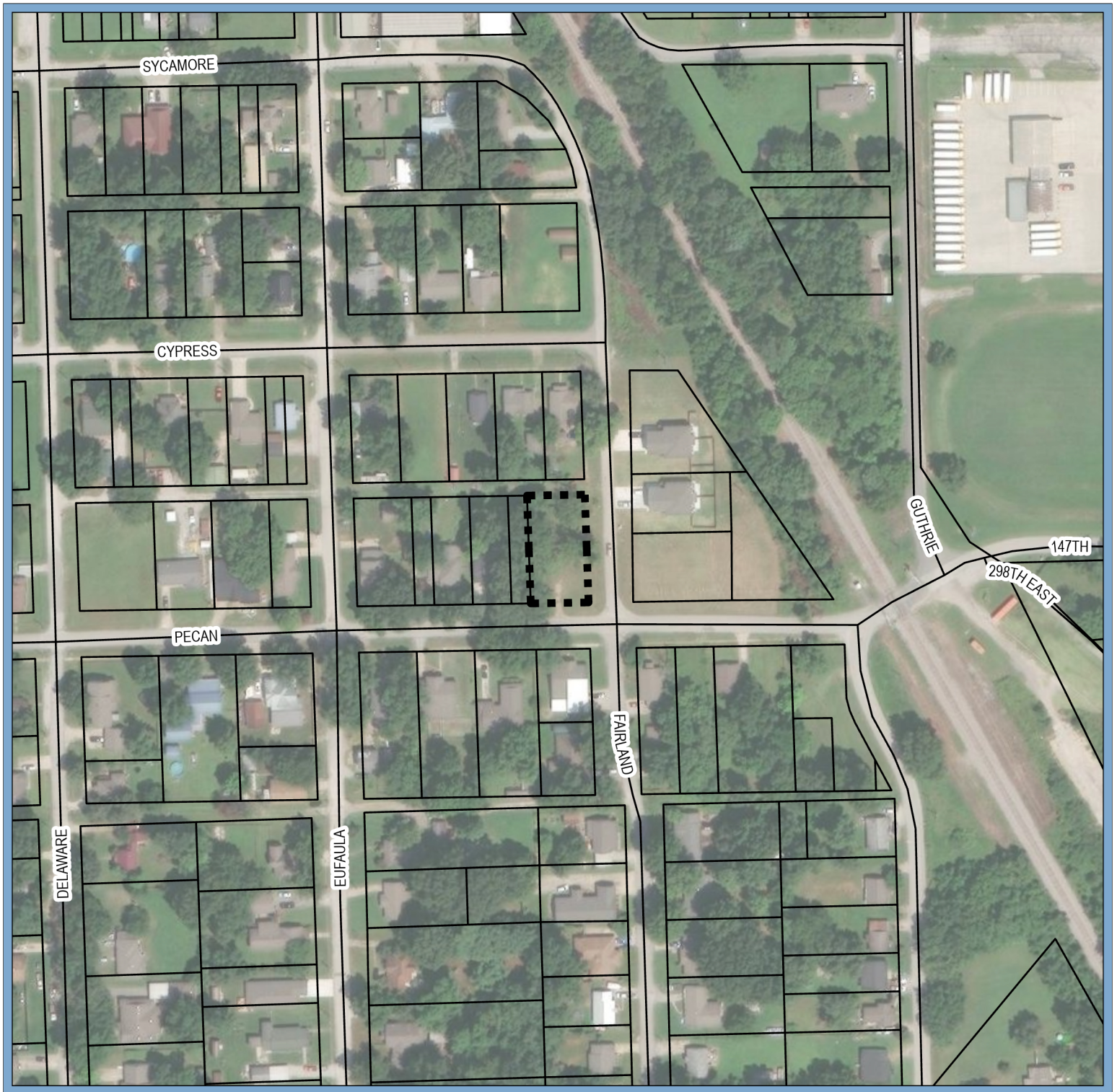
Legend

-  City Limits 2020
 -  2030 City Limits
 -  Highway
 -  Arterial Road
 -  Road
- ### Proposed Land Use
-  Agriculture
 -  Residential Very Low (0-2)
 -  Residential Low (2-6)
 -  Residential Medium (6-12)
 -  Residential High (12-17)
 -  Commercial Low/Office XX% FAR
 -  Commercial Medium 50% FAR
 -  Commercial High 75% FAR
 -  Industrial Low XX% FAR
 -  Industrial Medium 50% FAR
 -  Industrial High 75% FAR
 -  Parks/Open Space
 -  Public Facilities
 -  Development Sensitive
 -  Corridor District






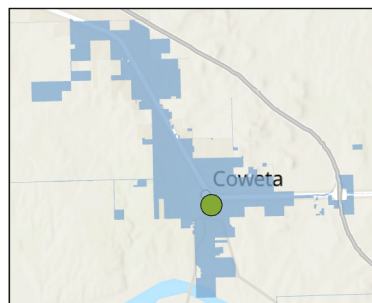
Aerial Map

CZ 26-02



Legend

	Subject Property		Parcels
	Road		



Inset Map: General location of site area



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Memorandum

To: Honorable Mayor and City Council
From: Jessica Gough
Re: **FINAL PLAT - THE WOODS PHASE 4 BLOCKS 18-24**
Date: June 1, 2026

BACKGROUND

Applicant

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final Plat approval of The Woods Phase IV Blocks 18-24, a subdivision of approximately 33.487 acres more or less with 97 lots.

The final plat - The Woods Phase IV Blocks 18-24 subdivision was recommended to City Council for approval by the Coweta Planning on October 20, 2025.

The developer has submitted the required performance bonds for the city/public infrastructure and the release letters from the utility company to the Community Development as required in the subdivision regulations.

Case Facts

- The property is located in located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is Part of Planned Unit Development PUD No. PUD-R 13-02, with RS-2 Residential Single-Family zoning.
- The property legal description: Part of the North Half of the Southwest Quarter (NE/2 SW/4) and part of the Southeast Quarter (SE/4) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

STAFF RECOMMENDATION

Staff recommends approval of the final plat - The Woods Phase IV Blocks 18-24.

ATTACHMENTS

1. 2025-10-02 FINAL PLAT, THE WOODS
2. 2026-05-20 BONDS, The Woods
3. CGE Letter of Recommendation for the City to Approve the Woods Phases 4 & 5

MERCHANTS
BONDING COMPANY™

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613986

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Six Hundred Twenty-eight Thousand Eight Hundred Seventy-two & 00/100
(\$628,872.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Sanitary Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Brennan Morgan; Callie Woodard; Carey Kenemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Madison Burris; Michael Bettlach; Michael L Swift; Randy D Webb; Shelli R Samsel; Teresa Allen; Thomas Perrault; Travis E Brown; Trevor Shetley; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2026

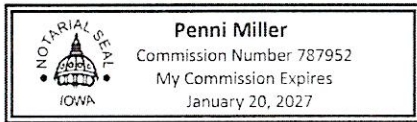
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY



By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary

MERCHANTS
BONDING COMPANY

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613986

That Morton Excavating, LLC

_____ of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Six Hundred Twenty-eight Thousand Eight Hundred Seventy-two & 00/100
(\$628,872.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Sanitary Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By

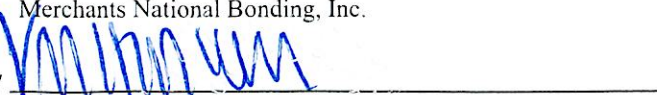


Approved _____

By _____

Merchants National Bonding, Inc.

By


Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Brennan Morgan; Callie Woodard; Carey Kenemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Madison Burris; Michael Bettlach; Michael L Swift; Randy D Webb; Shelli R Samsel; Teresa Allen; Thomas Perrault; Travis E Brown; Trevor Shetley; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2026

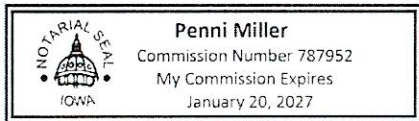


MERCHANTS BONDING COMPANY (MUTUAL)
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Penni Miller
Notary Public

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BONDING COMPANY™

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WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in certain items of said work within a period of 2 years from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said items of work, within the period of 2 years from the date of acceptance of the work, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all requirements with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By

[Signature]

Approved _____

Merchants National Bonding, Inc.

By

[Signature]
Kristin Lewis, Attorney-in-Fact

By _____

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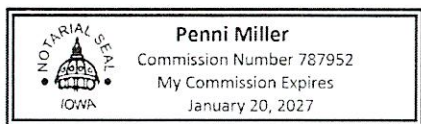
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Penni Miller
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Elisabeth Sandersfeld
Secretary



PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613987

That Morton Excavating, LLC

_____ of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Seven Hundred Six Thousand Three Hundred Twenty & 00/100
(\$706,320.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
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Morton Excavating, LLC

Principal

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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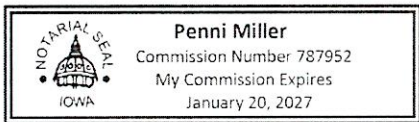


MERCHANTS BONDING COMPANY (MUTUAL)
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MERCHANTS NATIONAL INDEMNITY COMPANY

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Morton Excavating, LLC

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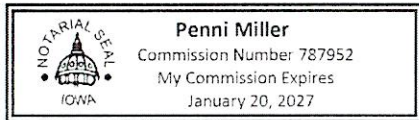


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Becky Killman; Bobby J Young; Brennan Morgan; Callie Woodard; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Madison Burris; Michael Bettlach; Michael L Swift; Randy D Webb; Shelli R Samsel; Teresa Allen; Thomas Perrault; Travis E Brown; Trevor Shetley; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

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In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2026

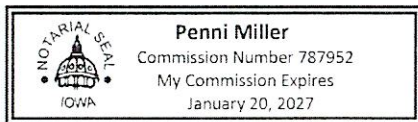
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY



By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary



PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613988

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto City of Coweta

in the penal sum of One Million Three Hundred Thirty-six Thousand Three Hundred Fifty-three & 00/100 (\$1,336,353.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the Paving to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in certain items of said work within a period of 2 years from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said items of work, within the period of 2 years from the date of acceptance of the work, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all requirements with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal)

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

MERCHANTS

BONDING COMPANY™

POWER OF ATTORNEY

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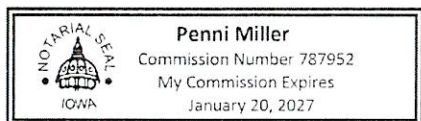


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MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

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Penni Miller

Notary Public

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Elisabeth Sandersfeld
Secretary

MERCHANTS
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Morton Excavating, LLC

Principal

By 

Approved _____

By _____

Merchants National Bonding, Inc.

By 

Kristin Lewis, Attorney-in-Fact

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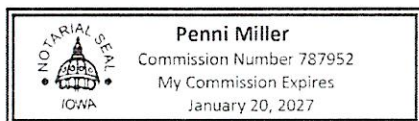


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MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

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STATE OF IOWA
COUNTY OF DALLAS ss.

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By

Approved _____

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By

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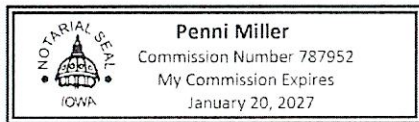


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Elisabeth Sandersfeld
Secretary



COWAN GROUP ENGINEERING, LLC

7100 N Classen, Suite 500
Oklahoma City, Oklahoma 73116
T 405.463.3369

May 21st, 2026

To: Edgar Barroso – Public Works Director – City of Coweta
From: Josh Fisher, PE/Construction Engineer – Cowan Group Engineering
RE: The Woods Phase 4 & 5 Final Inspection

The final inspection was completed on May 14th 2026. An entire walk through was completed and the parties present at the inspection are as follows:

- Josh Fisher – Cowan Group Engineering (jfisher@cowangroup.co)
- Josh Humphrey – Cowan Group Engineering (jhumphrey@cowangroup.co)
- Edgar Barroso – City of Coweta (ebarroso@cityofcoweta-ok.gov)
- Blane Morton – Morton Excavating (blane@mortonexc.com)

The following items need to be addressed:

- Repair silt fence around ponds (Completed)
- Repair separated sidewalk ramp in Block 30 on the southeast side of the roadway (Completed)
- Repair ruts behind the curb in multiple locations (Completed)

All above items have been addressed and Approved by Cowan Group Engineering. Approval by the City of Coweta is recommended.

Josh Fisher, PE | *Construction Engineer*



7100 N Classen Blvd, Suite 500
Oklahoma City, OK 73116
O 405.463.3369
C 918.691.2521



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Jessica Gough

Re: **RESOLUTION 2026-25 ACCEPTING INFRASTRUCTURE THE WOODS PHASE 4 BLOCKS 18-24**

Date: June 1, 2026

BACKGROUND

The infrastructure has been constructed and completed. A final engineering inspection of the infrastructure was conducted on May 21st, 2026, and a letter from Cowan Group Engineering recommending acceptance of the infrastructure for public property was received on May 21st, 2026. The required maintenance bonds have been received as well as the required as-built drawings. The developer requests that the City Council accept the infrastructure. Upon acceptance, the two-year maintenance period will begin.

STAFF RECOMMENDATION

Staff, in accordance with the recommendation from the Cowan Engineering firm, and the developer having met all requirements as established by the Subdivision Regulations, recommend acceptance of the public improvements as shown on the final plat of The Woods Phase 4.

ATTACHMENTS

1. 2026-25 CC RESOLUTION, INFRASTRUCTURE, The Woods IV
2. 2026-05-20 BONDS, The Woods IV
3. 2026-05-21 Cowan Engineering Approval, The Woods IV & V

RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING, SANITARY SEWER, AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE WOODS PHASE IV SUBDIVISION, LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Coweta’s Subdivision Regulations have been constructed to serve The Woods Phase IV development within the City of Coweta, Oklahoma; and

WHEREAS, the design and construction of those on-site public improvements meet the requirements of the City of Coweta’s Subdivision Regulations; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings), for those on-site public improvements; and

WHEREAS, the City has received the two-year maintenance bonds required by the City of Coweta’s Subdivision Regulations related to those on-site public improvements; and

WHEREAS, the Subdivision Regulations require that all public improvements be formally accepted by the Coweta City Council by resolution or ordinance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA THAT:

Section 1. The paving, grading, sanitary sewer and drainage improvements and all required easements in The Woods Phase IV Subdivision are formally accepted by the City of Coweta as public infrastructure.

THIS RESOLUTION IS APPROVED IN OPEN MEETING BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ON THIS 1ST DAY OF JUNE 2026.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

Approved as to form:

Patrick Boulden, City Attorney

MERCHANTS
BONDING COMPANY™

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

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which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
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Signed and delivered this 19 day of May, 2026.

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Sanitary Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

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in workmanship or materials that may develop in certain items of said work within a period of 2 years
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work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Brennan Morgan; Callie Woodard; Carey Kenemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Madison Burris; Michael Bettlach; Michael L Swift; Randy D Webb; Shelli R Samsel; Teresa Allen; Thomas Perrault; Travis E Brown; Trevor Shetley; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2026

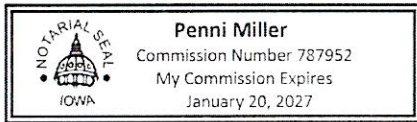


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary

MERCHANTS
BONDING COMPANY

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613986

That Morton Excavating, LLC

_____ of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Six Hundred Twenty-eight Thousand Eight Hundred Seventy-two & 00/100
(\$628,872.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Sanitary Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By

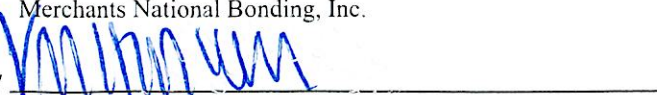


Approved _____

By _____

Merchants National Bonding, Inc.

By


Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

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In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

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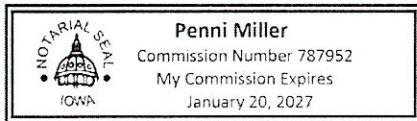


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary

MERCHANTS
BONDING COMPANY™

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613986

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto City of Coweta

in the penal sum of Six Hundred Twenty-eight Thousand Eight Hundred Seventy-two & 00/100 (\$628,872.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

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project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in certain items of said work within a period of 2 years from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said items of work, within the period of 2 years from the date of acceptance of the work, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all requirements with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

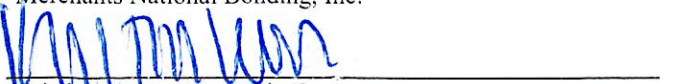
By



Approved _____

Merchants National Bonding, Inc.

By



Kristin Lewis, Attorney-in-Fact

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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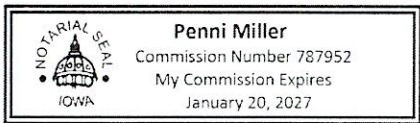
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY



By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary



PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613987

That Morton Excavating, LLC

_____ of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Seven Hundred Six Thousand Three Hundred Twenty & 00/100
(\$706,320.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Storm Sewer to serve The Woods Phase #4 Blocks 18-24

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in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
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Morton Excavating, LLC

Principal

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

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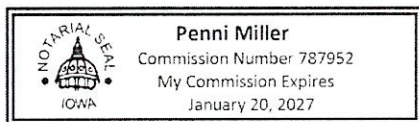


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MERCHANTS NATIONAL INDEMNITY COMPANY

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MERCHANTS
BONDING COMPANY

PHONE:

FAX:

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Morton Excavating, LLC

Principal

By [Signature]

Approved _____

By _____

Merchants National Bonding, Inc.

By [Signature]

Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

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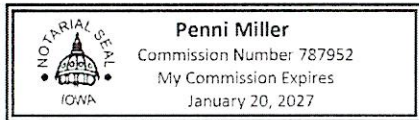


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026.



Elisabeth Sandersfeld
Secretary



PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613987

That Morton Excavating, LLC

_____ of _____ Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Seven Hundred Six Thousand Three Hundred Twenty & 00/100
(\$706,320.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Storm Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

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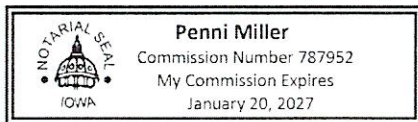


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FAX:

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of Coweta, OK

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in the penal sum of One Million Three Hundred Thirty-six Thousand Three Hundred Fifty-three & 00/100 (\$1,336,353.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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Morton Excavating, LLC

Principal)

By

Approved _____

Merchants National Bonding, Inc.

By

Kristin Lewis, Attorney-in-Fact

MERCHANTS



BONDING COMPANY™

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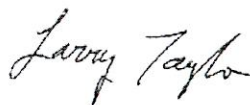
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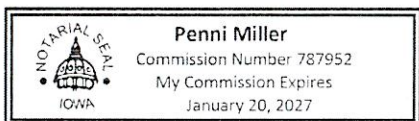


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MERCHANTS NATIONAL INDEMNITY COMPANY

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Morton Excavating, LLC

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Approved _____

By _____

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By 

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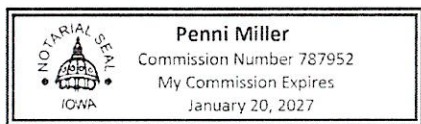


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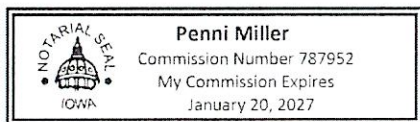


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COWAN GROUP ENGINEERING, LLC

7100 N Classen, Suite 500
Oklahoma City, Oklahoma 73116
T 405.463.3369

May 21st, 2026

To: Edgar Barroso – Public Works Director – City of Coweta
From: Josh Fisher, PE/Construction Engineer – Cowan Group Engineering
RE: The Woods Phase 4 & 5 Final Inspection

The final inspection was completed on May 14th 2026. An entire walk through was completed and the parties present at the inspection are as follows:

- Josh Fisher – Cowan Group Engineering (jfisher@cowangroup.co)
- Josh Humphrey – Cowan Group Engineering (jhumphrey@cowangroup.co)
- Edgar Barroso – City of Coweta (ebarroso@cityofcoweta-ok.gov)
- Blane Morton – Morton Excavating (blane@mortonexc.com)

The following items need to be addressed:

- Repair silt fence around ponds (Completed)
- Repair separated sidewalk ramp in Block 30 on the southeast side of the roadway (Completed)
- Repair ruts behind the curb in multiple locations (Completed)

All above items have been addressed and Approved by Cowan Group Engineering. Approval by the City of Coweta is recommended.

Josh Fisher, PE | *Construction Engineer*



7100 N Classen Blvd, Suite 500
Oklahoma City, OK 73116
O 405.463.3369
C 918.691.2521



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: Jessica Gough
Re: **FINAL PLAT - THE WOODS PHASE 5 BLOCK 25-31**
Date: June 1, 2026

BACKGROUND

The Applicant:

The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final Plat approval of The Woods Phase V Blocks 25-31, a subdivision of approximately 20.475 acres more or less with 107 lots.

Case Facts

- The property is located in located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is Part of Planned Unit Development PUD No. PUD-R 13-02, with RS-2 Residential Single-Family zoning.
- The property legal description: Part of the South Half (S/2) of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

Utilities/Site Area: A Technical Advisory Committee meeting was held on October 9, 2025. The subdivision will be served by Rural Water District No. 5 for Water and the City of Coweta for Sanitary Sewer. Windstream/Kinetic, ONG, AEP and Cox were a part of the Technical Advisory Committee and had no comments.

STAFF RECOMMENDATION

Staff recommends approval for the final plant — The Woods Phase 5 Blocks 25-31

ATTACHMENTS

1. 2025-10-02 FINAL PLAT, THE WOODS
2. CGE Letter of Recommendation for the City to Approve the Woods Phases 4 & 5
3. THE WOODS PH V 25-31 BONDS
4. THE WOODS PH V 25-31 PUBLIC MAINT BONDS



COWAN GROUP ENGINEERING, LLC

7100 N Classen, Suite 500
Oklahoma City, Oklahoma 73116
T 405.463.3369

May 21st, 2026

To: Edgar Barroso – Public Works Director – City of Coweta
From: Josh Fisher, PE/Construction Engineer – Cowan Group Engineering
RE: The Woods Phase 4 & 5 Final Inspection

The final inspection was completed on May 14th 2026. An entire walk through was completed and the parties present at the inspection are as follows:

- Josh Fisher – Cowan Group Engineering (jfisher@cowangroup.co)
- Josh Humphrey – Cowan Group Engineering (jhumphrey@cowangroup.co)
- Edgar Barroso – City of Coweta (ebarroso@cityofcoweta-ok.gov)
- Blane Morton – Morton Excavating (blane@mortonexc.com)

The following items need to be addressed:

- Repair silt fence around ponds (Completed)
- Repair separated sidewalk ramp in Block 30 on the southeast side of the roadway (Completed)
- Repair ruts behind the curb in multiple locations (Completed)

All above items have been addressed and Approved by Cowan Group Engineering. Approval by the City of Coweta is recommended.

Josh Fisher, PE | *Construction Engineer*



7100 N Classen Blvd, Suite 500
Oklahoma City, OK 73116
O 405.463.3369
C 918.691.2521

DUPLICATE ORIGINAL

MAINTENANCE BOND

Bond Number: 101250726

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC
_____ of
PO Box 482, Coweta, OK 74429, hereinafter
referred to as the Principal, and Merchants National Bonding, Inc.
_____ as Surety, are held and firmly bound unto City of Coweta
_____ of 310 Broadway, Coweta, OK, hereinafter
referred to as the Oblige, in the sum of Four Hundred Twenty Thousand Eight Hundred Forty-two & 75/100
(\$420,842.75), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the City of Coweta
_____ dated
_____, _____, for The Woods Phase #5 Blocks 25-31 - Paving


WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was aproved on _____

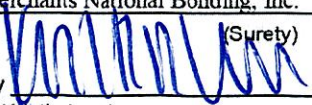
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
become apparent during the period of Two (2) year(s) from and after _____
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC

(Principal)
By  (Seal)

Merchants National Bonding, Inc.

(Surety)
By  (Seal)
Kristin Lewis Attorney-In-Fact

DUPLICATE ORIGINAL

PERFORMANCE BOND

Bond Number: 101250727

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC of PO Box 482, Coweta, OK 74429, hereinafter referred to as the Principal, and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto City of Coweta of 310 Broadway, Coweta, OK, hereinafter referred to as the Obligee, in the sum of Four Hundred Twenty-seven Thousand Nine Hundred Forty-eight & 00/100 (\$427,948.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the day of for The Woods Phase #5 Blocks 25-31 - Storm Sewer

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC (Principal) By [Signature] (Seal)

Merchants National Bonding, Inc. (Surety) By Kristin Lewis (Seal) Attorney-In-Fact

PERFORMANCE BOND

Bond Number: 101250728

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC of _____

PO Box 482, Coweta, OK 74429, hereinafter referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of Three Hundred Thirty-one Thousand Five Hundred Two & 00/100

(\$331,502.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____, for The Woods Phase #5 Blocks 25-31 - Sanitary Sewer

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC
(Principal)
By [Signature] (Seal)

Merchants National Bonding, Inc.
(Surety)
By [Signature] (Seal)
Kristin Lewis Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

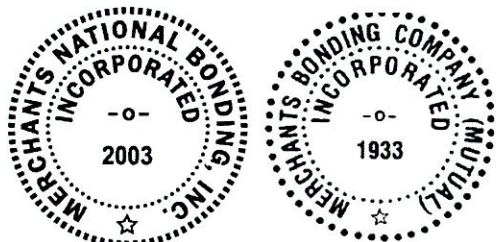
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

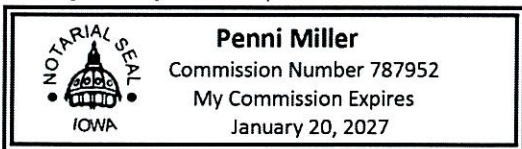



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

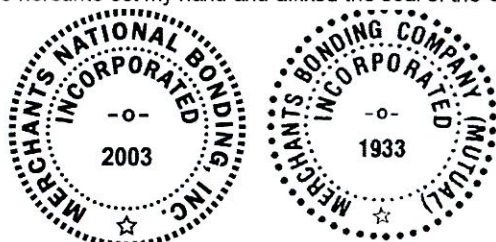



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2025.




Secretary

MERCHANTS
BONDING COMPANY

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613986

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Six Hundred Twenty-eight Thousand Eight Hundred Seventy-two & 00/100
(\$628,872.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Sanitary Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

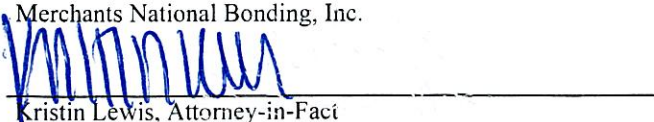
By



Approved _____

Merchants National Bonding, Inc.

By


Kristin Lewis, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613987

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Seven Hundred Six Thousand Three Hundred Twenty & 00/100
(\$706,320.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Storm Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

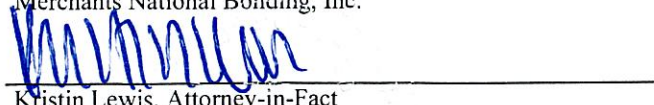
By



Approved _____

Merchants National Bonding, Inc.

By


Kristin Lewis, Attorney-in-Fact

MERCHANTS
BONDING COMPANY

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613988

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto City of Coweta

in the penal sum of One Million Three Hundred Thirty-six Thousand Three Hundred Fifty-three & 00/100 (\$1,336,353.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the Paving to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in certain items of said work within a period of 2 years from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said items of work, within the period of 2 years from the date of acceptance of the work, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all requirements with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal)

By

[Signature]

Approved _____

By _____

Merchants National Bonding, Inc.

By

[Signature]
Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Brennan Morgan; Callie Woodard; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Madison Burris; Michael Bettlach; Michael L Swift; Randy D Webb; Shelli R Samsel; Teresa Allen; Thomas Perrault; Travis E Brown; Trevor Shetley; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2026



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Jessica Gough

Re: **RESOLUTION 2026-26 ACCEPTING INFRASTRUCTURE THE WOODS PHASE
5 BLOCKS 25-31**

Date: June 1, 2026

BACKGROUND

The infrastructure has been constructed and completed. A final engineering inspection of the infrastructure was conducted on May 21st, 2026, and a letter from Cowan Group Engineering recommending acceptance of the infrastructure for public property was received on May 21st, 2026. The required maintenance bonds have been received as well as the required as-builts. The developer requests that the City Council accept the infrastructure. Upon acceptance, the two-year maintenance period will begin.

STAFF RECOMMENDATION

Staff, in accordance with the recommendation from the Cowan Engineering firm, and the developer having met all requirements as established by the Subdivision Regulations, recommend acceptance of the public improvements as shown on the final plat of The Woods Phase 5.

ATTACHMENTS

1. 2026-26 CC RESOLUTION, INFRASTRUCTURE, The Woods V
2. 2026-05-21 Cowan Engineering Approval, The Woods IV & V
3. THE WOODS PH 5 BLOCKS 25-31 - SANITARY SEWER PERFORMANCE AND MAINTENANCE BONDS
4. THE WOODS PH 5 25-31 - PAVING PERFORMANCE AND MAINTENANCE BONDS
5. THE WOODS PH V 25-31 PUBLIC MAINT BONDS
6. THE WOODS PH V 25-31 BONDS
7. THE WOODS PH 5 BLOCKS 25-31 - STORM SEWER PERFORMANCE AND MAINTENANCE

BONDS

RESOLUTION NO. 2026-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING, SANITARY SEWER, AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE WOODS PHASE V SUBDIVISION, LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Coweta’s Subdivision Regulations have been constructed to serve The Woods Phase V development within the City of Coweta, Oklahoma; and

WHEREAS, the design and construction of those on-site public improvements meet the requirements of the City of Coweta’s Subdivision Regulations; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings), for those on-site public improvements; and

WHEREAS, the City has received the two-year maintenance bonds required by the City of Coweta’s Subdivision Regulations related to those on-site public improvements; and

WHEREAS, the Subdivision Regulations require that all public improvements be formally accepted by the Coweta City Council by resolution or ordinance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA THAT:

Section 1. The paving, grading, sanitary sewer and drainage improvements and all required easements in The Woods Phase V Subdivision are formally accepted by the City of Coweta as public infrastructure.

THIS RESOLUTION IS APPROVED IN OPEN MEETING BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ON THIS 1ST DAY OF JUNE 2026.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

Approved as to form:

Patrick Boulden, City Attorney



COWAN GROUP ENGINEERING, LLC

7100 N Classen, Suite 500
Oklahoma City, Oklahoma 73116
T 405.463.3369

May 21st, 2026

To: Edgar Barroso – Public Works Director – City of Coweta
From: Josh Fisher, PE/Construction Engineer – Cowan Group Engineering
RE: The Woods Phase 4 & 5 Final Inspection

The final inspection was completed on May 14th 2026. An entire walk through was completed and the parties present at the inspection are as follows:

- Josh Fisher – Cowan Group Engineering (jfisher@cowangroup.co)
- Josh Humphrey – Cowan Group Engineering (jhumphrey@cowangroup.co)
- Edgar Barroso – City of Coweta (ebarroso@cityofcoweta-ok.gov)
- Blane Morton – Morton Excavating (blane@mortonexc.com)

The following items need to be addressed:

- Repair silt fence around ponds (Completed)
- Repair separated sidewalk ramp in Block 30 on the southeast side of the roadway (Completed)
- Repair ruts behind the curb in multiple locations (Completed)

All above items have been addressed and Approved by Cowan Group Engineering. Approval by the City of Coweta is recommended.

Josh Fisher, PE | *Construction Engineer*



7100 N Classen Blvd, Suite 500
Oklahoma City, OK 73116
O 405.463.3369
C 918.691.2521

PERFORMANCE BOND

Bond Number: 101250728

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC
_____ of

PO Box 482, Coweta, OK 74429, hereinafter
referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta
of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of Three Hundred Thirty-one Thousand Five Hundred Two & 00/100

(\$331,502.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____
_____, for The Woods Phase #5 Blocks 25-31 - Sanitary Sewer

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

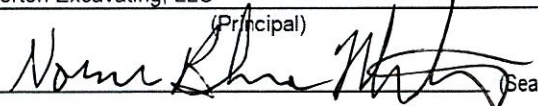
ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in
the location in which the work or part of the work is located and shall be instituted within two years after Contractor
Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails
to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit
shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

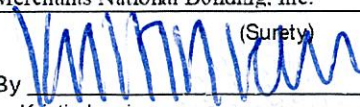
Morton Excavating, LLC

(Principal)

By  (Seal)

Merchants National Bonding, Inc.

(Surety)

By  (Seal)
Kristin Lewis Attorney-In-Fact

MAINTENANCE BOND

Bond Number: 101250728

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC

_____ of

PO Box 482, Coweta, OK 74429, hereinafter

referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta

of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of One Hundred Sixty-five Thousand Seven Hundred Fifty-one & 00/100

(\$165,751.00), for the payment of which we bind ourselves, our legal representatives, successors

and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the City of Coweta

_____ dated

_____, for The Woods Phase #5 Blocks 25-31 - Sanitary Sewer

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of

Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after _____ then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC

By [Signature] (Principal) (Seal)

Merchants National Bonding, Inc.

By [Signature] (Surety) (Seal)
Kristin Lewis Attorney-In-Fact



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

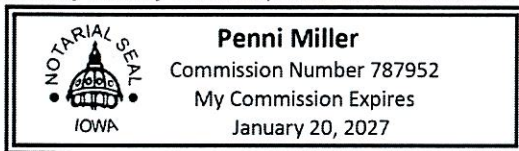
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2025.



Elisabeth Sandersfeld

Secretary

PERFORMANCE BOND

Bond Number: 101250726

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC
_____ of

PO Box 482, Coweta, OK 74429, hereinafter
referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta
of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of Eight Hundred Forty-one Thousand Six Hundred Eighty-five & 50/100

(\$841,685.50), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____
_____, for The Woods Phase #5 Blocks 25-31 - Paving

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in
the location in which the work or part of the work is located and shall be instituted within two years after Contractor
Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails
to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit
shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC

(Principal)
By [Signature] (Seal)

Merchants National Bonding, Inc.

(Surety)
By [Signature] (Seal)
Kristin Lewis Attorney-In-Fact

MAINTENANCE BOND

Bond Number: 101250726

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC

of
PO Box 482, Coweta, OK 74429, hereinafter
referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta
of 310 Broadway, Coweta, OK, hereinafter
referred to as the Obligee, in the sum of Four Hundred Twenty Thousand Eight Hundred Forty-two & 75/100
(\$420,842.75), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the City of Coweta
_____ dated
_____, for The Woods Phase #5 Blocks 25-31 - Paving

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of
Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was aproved on _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which
become apparent during the period of Two (2) year(s) from and after _____
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC

(Principal)
By [Signature] (Seal)

Merchants National Bonding, Inc.

(Surety)
By [Signature] (Seal)
Kristin Lewis Attorney-In-Fact



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

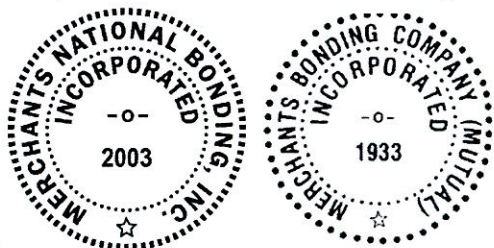
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

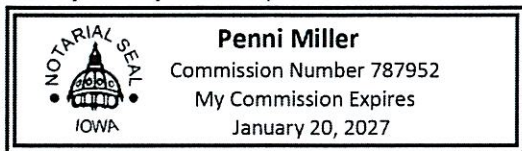



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

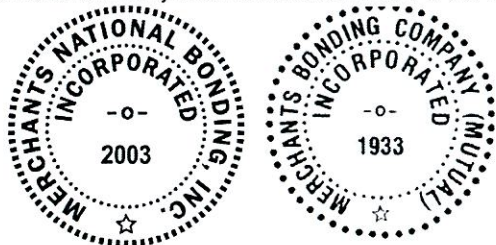



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2025.




Secretary

MERCHANTS
BONDING COMPANY

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613986

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Six Hundred Twenty-eight Thousand Eight Hundred Seventy-two & 00/100
(\$628,872.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Sanitary Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

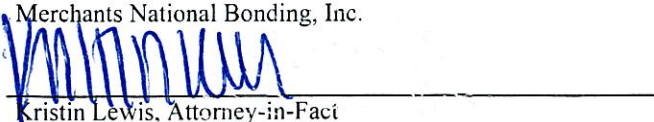
By



Approved _____

Merchants National Bonding, Inc.

By


Kristin Lewis, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613987

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of Seven Hundred Six Thousand Three Hundred Twenty & 00/100
(\$706,320.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Storm Sewer to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal

By 

Approved _____

Merchants National Bonding, Inc.

By 

Kristin Lewis, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™

PHONE:

FAX:

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 101613988

That Morton Excavating, LLC

of Coweta, OK

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Coweta

in the penal sum of One Million Three Hundred Thirty-six Thousand Three Hundred Fifty-three & 00/100
(\$1,336,353.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 19 day of May, 2026.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Paving to serve The Woods Phase #4 Blocks 18-24

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Morton Excavating, LLC

Principal)

By 

Approved _____

By _____

Merchants National Bonding, Inc.

By 

Kristin Lewis, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Brennan Morgan; Callie Woodard; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Madison Burris; Michael Bettlach; Michael L Swift; Randy D Webb; Shelli R Samsel; Teresa Allen; Thomas Perrault; Travis E Brown; Trevor Shetley; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2026

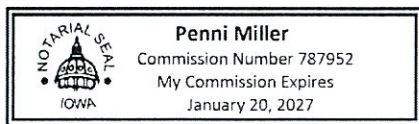


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 13th day of January, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2026



Elisabeth Sandersfeld
Secretary

DUPLICATE ORIGINAL

MAINTENANCE BOND

Bond Number: 101250726

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC of PO Box 482, Coweta, OK 74429, hereinafter referred to as the Principal, and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto City of Coweta of 310 Broadway, Coweta, OK, hereinafter referred to as the Oblige, in the sum of Four Hundred Twenty Thousand Eight Hundred Forty-two & 75/100 (\$420,842.75), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the City of Coweta dated , for The Woods Phase #5 Blocks 25-31 - Paving

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was aproved on

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC (Principal) By [Signature] (Seal)

Merchants National Bonding, Inc. (Surety) By [Signature] (Seal) Kristin Lewis Attorney-In-Fact

DUPLICATE ORIGINAL

PERFORMANCE BOND

Bond Number: 101250727

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC of PO Box 482, Coweta, OK 74429, hereinafter referred to as the Principal, and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto City of Coweta of 310 Broadway, Coweta, OK, hereinafter referred to as the Obligee, in the sum of Four Hundred Twenty-seven Thousand Nine Hundred Forty-eight & 00/100 (\$427,948.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the day of for The Woods Phase #5 Blocks 25-31 - Storm Sewer

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC (Principal) By [Signature] (Seal)

Merchants National Bonding, Inc. (Surety) By Kristin Lewis (Seal) Attorney-In-Fact

PERFORMANCE BOND

Bond Number: 101250728

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC of _____

PO Box 482, Coweta, OK 74429, hereinafter referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of Three Hundred Thirty-one Thousand Five Hundred Two & 00/100

(\$331,502.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____, for The Woods Phase #5 Blocks 25-31 - Sanitary Sewer

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC
(Principal)
By [Signature] (Seal)

Merchants National Bonding, Inc.
(Surety)
By [Signature] (Seal)
Kristin Lewis Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

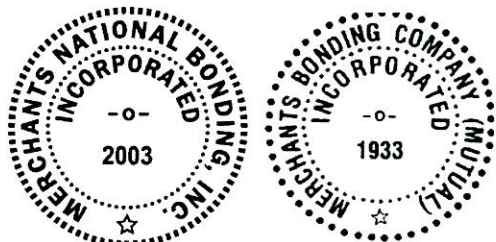
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

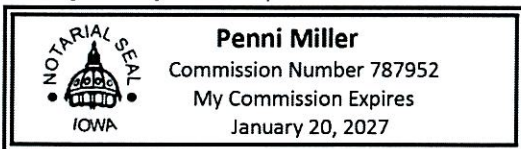


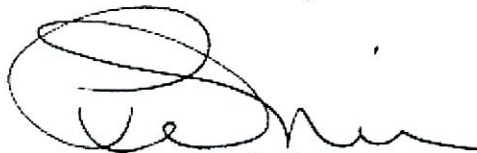
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

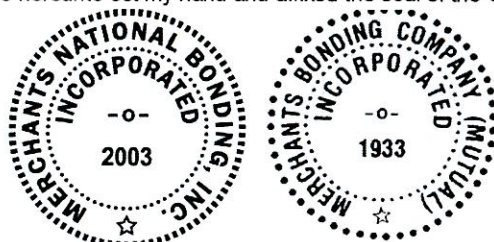



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2025.




Secretary

PERFORMANCE BOND

Bond Number: 101250727

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC
_____ of

PO Box 482, Coweta, OK 74429, hereinafter
referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta
of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of Four Hundred Twenty-seven Thousand Nine Hundred Forty-eight & 00/100

(\$427,948.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____
_____, for The Woods Phase #5 Blocks 25-31 - Storm Sewer

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in
the location in which the work or part of the work is located and shall be instituted within two years after Contractor
Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails
to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit
shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC

(Principal)
By [Signature] (Seal)

Merchants National Bonding, Inc.

(Surety)
By [Signature] (Seal)
Kristin Lewis Attorney-In-Fact

MAINTENANCE BOND

Bond Number: 101250727

KNOW ALL PERSONS BY THESE PRESENTS, That we Morton Excavating, LLC
_____ of

PO Box 482, Coweta, OK 74429, hereinafter

referred to as the Principal, and Merchants National Bonding, Inc.

as Surety, are held and firmly bound unto City of Coweta

of 310 Broadway, Coweta, OK, hereinafter

referred to as the Obligee, in the sum of Two Hundred Thirteen Thousand Nine Hundred Forty-seven & 00/100

(\$213,947.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the City of Coweta
_____ dated

_____, for The Woods Phase #5 Blocks 25-31 - Storm Sewer

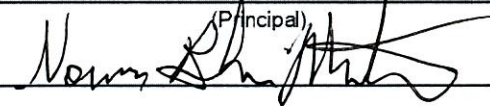
WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on _____

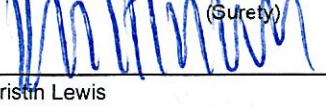
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after _____ then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 11th day of August, 2025.

Morton Excavating, LLC

By  (Principal) (Seal)

Merchants National Bonding, Inc.

By  (Surety) (Seal)
Kristin Lewis Attorney-In-Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

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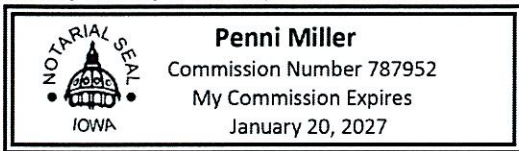
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY


By 
President



STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.





Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2025.




Secretary



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Jessica Zwirtz, Community Development Director

Re: **ORDINANCE 915 - PROPOSED AMENDMENT TO THE CITY OF COWETA ZONING CODE TO ESTABLISH A NEW ZONING CODE CLASSIFICATION - PATIO HOME (PH) DISTRICT (TABLED FROM MAY 4, 2026 CITY COUNCIL MEETING)**

Date: June 1, 2026

BACKGROUND

This item before the City Council has been initiated by staff to amend the city of Coweta zoning code by adding a new zoning district of a Patio Home (PH) District, a residential district designed as a development of small-lot, single-family detached residences that support low-maintenance lifestyles and attainable housing options. The district allows compact building footprints, smaller yards, and efficient land use while maintaining compatibility with surrounding residential areas.

Section 1. Coweta City Code Title 12, "Zoning", Chapter 12, "Residential Districts", be and the same is now amended by adding a new Article 12-7F", titled "PH-Patio Home Districts" to read as follows:

"ARTICLE 12-7F PH-PATIO HOME DISTRICTS
12-7F-1 PH-PATIO HOME DISTRICT CREATED
12-7F-2 DESCRIPTION
12-7F-3 PERMITTED PRINCIPAL USES
12-7F-4 DEVELOPMENT STANDARDS
12-7F-5 ADDITIONAL DEVELOPMENT STANDARDS
12-7F-6 SITE PLAN AND PLATTING REQUIREMENTS
12-7F-7 ZONING DISTRICT LOCATIONS RESTRICTED

12-7F-1 PH-PATIO HOME DISTRICT CREATED

Pursuant to this Article 12-7F a "PH – Patio Home District" classification is created.

12-7F-2 DESCRIPTION

A Patio Home (PH) District is a residential district designed as a development of small-lot, single-family detached residences that support low-maintenance lifestyles and attainable housing options. The district allows compact building footprints, smaller yards, and efficient land use while maintaining compatibility with surrounding residential areas.

12-7F-3 PERMITTED PRINCIPAL USES

The following principal uses shall be permitted within a PH District:

1. Single-family detached patio homes
2. Accessory uses and buildings, including garages, carports, and storage buildings
3. Home occupations in accordance with the City Zoning Code
4. Public parks, trails, and open space
5. Public utilities and related infrastructure

12-7F-4 DEVELOPMENT STANDARDS

Standard	Requirement
Minimum Lot Size	4,000 square feet
Minimum Lot Width	40 feet
Front Yard Setback	15 feet
Side Yard Setback	5 feet
Rear Yard Setback	10 feet
Maximum Building Height	25 feet or 2 stories
Minimum Dwelling Size	500 square feet
Maximum Dwelling Size	1,200 square feet per story
Maximum Lot Coverage	60%
Off-Street Parking	Minimum 2 spaces per dwelling unit
Sidewalk Requirement	Sidewalk required on sides with streets

12-7F-5 ADDITIONAL DEVELOPMENT STANDARDS

Fencing

Privacy fencing is permitted in rear and side yards with a maximum height of six (6) feet. Materials may include wood, vinyl, or other approved residential fencing materials.

Utilities and Drainage

All utilities shall be installed underground. Drainage and stormwater improvements shall comply with the City of Coweta engineering standards.

Maintenance

Individual property owners shall be responsible for the maintenance of their property and any improvements located on their lot.

12-7F-6 SITE PLAN AND PLATTING REQUIREMENTS

All developments proposed within the PH District shall:

- Submit a preliminary and final plat for review and approval as needed
- Provide a development plan illustrating:
 - Building locations
 - Street layout
 - Utility locations
 - Drainage facilities
 - Sidewalk and pedestrian circulation

All plats and development plans shall be reviewed by the Planning Commission and approved by the City Council in accordance with the City's zoning and subdivision procedures.

12-7F-7 ZONING DISTRICT LOCATION RESTRICTED

The PH – Patio Home District shall only be allowed within the following described boundary within the City of Coweta, Oklahoma: Beginning at the Northwest (NW) corner of Lot 1, Block 4, Orcutt Addition, said point being the Point of Beginning (POB); Thence east along the south right-of-way line of East 141st Street to the west right-of-way line of South Guthrie Avenue, said point being the eastern boundary;

Thence south along South Guthrie Avenue to the north right-of-way line of East 151st Street;

Thence west along 151st Street to the east right-of-way line of South Division Street;

Thence north along South Division Street to the north right-of-way line of East Cypress Street;

Thence west along East Cypress Street to the Southwest (SW) corner of Lot 6, Block 21, Old Coweta Addition; Thence north along the west boundary of Block 21, Old Coweta Addition, to the Northwest (NW) corner of Lot 1, Block 4, Old Coweta Addition; Thence east along the north lot line of Lot 1, Block 4, Old Coweta Addition to the east right-of-way line of North Division Street; Thence north along the east right-of-way line of North Division Street to the Northwest (NW) corner of Lot 1, Block 4, Orcutt Addition, said point being the Point of Beginning, containing the area in which the PH – Patio Home District may be allowed.

The boundaries described above represent the only area within which the PH – Patio Home District may be established.”

STAFF RECOMMENDATION

Staff recommends approval of this proposed ordinance 915 with emergency clause.

ATTACHMENTS

1. 260504-Ordinance 916 Patio home Zoning Ordinance
2. PH zoning boundary map_v2

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 915

AN ORDINANCE AMENDING COWETA CITY CODE TITLE 12, "ZONING, CHAPTER 12, "RESIDENTIAL DISTRICTS, BY ADDING A NEW ARTICLE 12-7F, TITLED "PH PATIO HOME DISTRICTS"; ESTABLISHING A NEW "PH – PATIO HOME DISTRICT" CLASSIFICATION; DESCRIBING THE CHARACTERISTICS OF THIS ZONING DISTRICT; IDENTIFYING CERTAIN PERMITTED PRINCIPAL USES; ESTABLISHING CERTAIN DEVELOPMENT STANDARDS, AS WELL AS SITE PLAN, AND PLATTING REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT:

Section 1. Coweta City Code Title 12, "Zoning", Chapter 12, "Residential Districts", be and the same is now amended by adding a new Article 12-7F", titled "PH-Patio Home Districts" to read as follows:

"ARTICLE 12-7F PH-PATIO HOME DISTRICTS

12-7F-1 PH-PATIO HOME DISTRICT CREATED

12-7f-2 DESCRIPTION

12-7f-3 PERMITTED PRINCIPAL USES

12-7F-4 DEVELOPMENT STANDARDS

12-7F-5 ADDITIONAL DEVELOPMENT STANDARDS

12-7F-6 SITE PLAN AND PLATTING REQUIREMENTS

12-7F-7 ZONING DISTRICT LOCATIONS RESTRICTED

12-7F-1 PH-PATIO HOME DISTRICT CREATED

Pursuant to this Article 12-7F a "PH – Patio Home District" classification is created.

12-7F-2 DESCRIPTION

A Patio Home (PH) District is a residential district designed as a development of small-lot, single-family detached residences that support low-maintenance lifestyles and attainable housing options. The district allows compact building footprints, smaller yards, and efficient land use while maintaining compatibility with surrounding residential areas.

12-7F-3 PERMITTED PRINCIPAL USES

The following principal uses shall be permitted within a PH District:

1. Single-family detached patio homes

2. Accessory uses and buildings, including garages, carports, and storage buildings
3. Home occupations in accordance with the City Zoning Code
4. Public parks, trails, and open space
5. Public utilities and related infrastructure

12-7F-4 DEVELOPMENT STANDARDS

Standard	Requirement
Minimum Lot Size	4,000 square feet
Minimum Lot Width	40 feet
Front Yard Setback	15 feet
Side Yard Setback	5 feet
Rear Yard Setback	10 feet
Maximum Building Height	25 feet or 2 stories
Minimum Dwelling Size	500 square feet
Maximum Dwelling Size	1,200 square feet per story
Maximum Lot Coverage	60%
Off-Street Parking	Minimum 2 spaces per dwelling unit
Sidewalk Requirement	Sidewalk required on all sides with streets

12-7F-5 ADDITIONAL DEVELOPMENT STANDARDS

Fencing

Privacy fencing is permitted in rear and side yards with a maximum height of six (6) feet. Materials may include wood, vinyl, or other approved residential fencing materials.

Utilities and Drainage

All utilities shall be installed underground. Drainage and stormwater improvements shall comply with the City of Coweta engineering standards.

Maintenance

Individual property owners shall be responsible for the maintenance of their property and any improvements located on their lot.

12-7F-6 SITE PLAN AND PLATTING REQUIREMENTS

All developments proposed within the PH District shall:

- Submit a preliminary and final plat for review and approval as needed
- Provide a development plan illustrating:
 - Building locations

- Street layout
- Utility locations
- Drainage facilities
- Sidewalk and pedestrian circulation

All plats and development plans shall be reviewed by the Planning Commission and approved by the City Council in accordance with the City's zoning and subdivision procedures.

12-7F-7 ZONING DISTRICT LOCATION RESTRICTED

The PH – Patio Home District shall only be allowed within the following described boundary within the City of Coweta, Oklahoma:

Beginning at the Northwest (NW) corner of Lot 1, Block 4, Orcutt Addition, said point being the Point of Beginning (POB);

Thence east along the south right-of-way line of East 141st Street to the west right-of-way line of South Guthrie Avenue, said point being the eastern boundary;

Thence south along South Guthrie Avenue to the north right-of-way line of East 151st Street;

Thence west along 151st Street to the east right-of-way line of South Division Street;

Thence north along South Division Street to the north right-of-way line of East Cypress Street;

Thence west along East Cypress Street to the Southwest (SW) corner of Lot 6, Block 21, Old Coweta Addition;

Thence north along the west boundary of Block 21, Old Coweta Addition, to the Northwest (NW) corner of Lot 1, Block 4, Old Coweta Addition;

Thence east along the north lot line of Lot 1, Block 4, Old Coweta Addition to the east right-of-way line of North Division Street;

Thence north along the east right-of-way line of North Division Street to the Northwest (NW) corner of Lot 1, Block 4, Orcutt Addition, said point being the Point of Beginning, containing the area in which the PH – Patio Home District may be allowed.

The boundaries described above represent the only area within which the PH – Patio Home District may be established.”

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause, or phrase of this ordinance or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part of it.

Section 3. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety and, more particularly, to provide orderly development of properties in the City of Coweta. Because of this emergency this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the Coweta City Council with the Emergency Clause voted upon and approved separately, on this 4th day of May 2026.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick T. Boulden, City Attorney



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: **WARD 3 APPOINTMENT**
Date: June 1, 2026

BACKGROUND

Councilmember Joshua Wilburn recently resigned his seat in Ward 3. According to State Statute 11 O.S. Section 8-109, the City Council shall appoint a person to fill a vacancy by a majority vote of the remaining members, with that person to serve until the next municipal general election.

Five qualified candidates have applied to be interviewed for the position: Tim Ahlstrom, Todd Griebel, Michael Dobbins, and Sunny Sisco (see attached applications). Two other candidates applied but subsequently withdrew their applications. Other candidates may be considered for applications not received by the time the agenda was posted.

Attached is a summary of deadlines applicable to the appointment or election of candidates for Ward 3.

STAFF RECOMMENDATION

Staff recommends consideration of the appointment of a person to fill the Ward 3 Councilmember position.

ATTACHMENTS

1. 260409- Tim Ahlstrom- City Council Ward 3
2. 260409- Todd Griebel- City Council Ward 3
3. 260504- Michael Dobbins-City Council
4. 260508- Sunny Sisco- City Council
5. Ward 3 Special Election Dates and Deadlines

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Wednesday, April 8, 2026 7:49:25 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Ahlstrom
First Name	Tim
Middle Initial	<i>Field not completed.</i>
Suffix	<i>Field not completed.</i>
Street Address	29665 E 158th St S
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	Oklahoma
Zip Code	74429
Phone Number	918-304-9530
Email	Kathyahlstrom@yahoo.com
Preferred method of contact	Phone
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

I am the owner of Rocking A Remodeling and Construction, where I have built a strong reputation for quality workmanship, project management, and hands-on leadership. Through years of experience in the construction and remodeling industry, I have developed practical knowledge in budgeting, planning, infrastructure, and problem solving and skills that directly translate to effective decision making at the city level.

I understand the importance of responsible growth, maintaining community standards, and ensuring that projects are completed efficiently and with accountability. My background working with homeowners and businesses has given me a clear understanding of the needs and concerns of local residents.

In addition to my professional experience, I am deeply rooted in the community being married to Kathy Sloat-Ahlstrom, who has longstanding ties to local veterans and community service through her family, including her brother, Donald P. Sloat. Together, we share a strong commitment to supporting the community, honoring local values, and advocating for responsible leadership.

My business experience, community involvement, and commitment to service positions me well to carry out the duties and responsibilities of a city council member.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

I am committed to serving the community by bringing practical experience, sound judgment, and a strong work ethic to the role. As a business owner I understand the importance of responsible planning, fiscal accountability, and maintaining the integrity and growth of the city.

I am motivated to serve in order to be a voice for residents, ensuring that decisions are made with transparency, fairness, and the long term best interest of the community in mind. I believe in supporting smart development while preserving the character and values that make the community strong.

My goal is to contribute a common sense approach to problem-solving, advocate for local families and businesses, and help guide thoughtful, sustainable progress. Through this role, I am dedicated to listening, engaging, and working collaboratively to make a positive and lasting impact.

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or

No

no contest plea
thereto?

If yes, please give
details of the
conviction(s) and
explain

Field not completed.

Do you anticipate any
conflicts of interest on
issues which may be
decided by the Board
or Commission on
which you are
interested in serving.

No

Do you currently hold
any offices under the
laws of the State of
Oklahoma? Such
offices would include
but not be limited to
working for a
municipality, county, or
state.

No

Do you understand that
attendance and active
support is required for
each appointee?

Yes

Signature

Tim Ahlstrom

Date

4/8/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Wednesday, April 8, 2026 6:06:12 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Griebel
First Name	Todd
Middle Initial	<i>Field not completed.</i>
Suffix	<i>Field not completed.</i>
Street Address	29435 east 157th st S
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	Oklahoma
Zip Code	74429
Phone Number	5636760522
Email	UnclBeav21@aol.com
Preferred method of contact	Phone
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

Multiple church committees in the last 14 years , managed multiple people under my supervision at work.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

I feel I can bring a positive attitude along with logical thought .

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto?

No

If yes, please give details of the conviction(s) and explain

Field not completed.

Do you anticipate any conflicts of interest on issues which may be decided by the Board or Commission on which you are interested in serving.

No

Do you currently hold any offices under the laws of the State of Oklahoma? Such offices would include but not be limited to working for a municipality, county, or

No

state.

Do you understand that attendance and active support is required for each appointee? Yes

Signature Todd Griebel

Date 4/8/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Monday, May 4, 2026 5:42:44 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Dobbins
First Name	Michael
Middle Initial	<i>Field not completed.</i>
Suffix	<i>Field not completed.</i>
Street Address	14150 S 305th E Ave
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	OK
Zip Code	74429
Phone Number	918-645-1283
Email	plumberdobbins@gmail.com
Preferred method of contact	Email
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

Coweta High School 1994
Some college.
Army Veteran NCO
Acquired plumbing contractors license with multiple related certifications.
Owned my own local plumbing business.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

As a fourth generation resident I bring a lot of knowledge of the city's history and culture with me. Going to school from pre-k through graduation at Coweta as well as countless relatives, friends and business relationships I can relate to people's concerns and am someone people know that they can trust and will stick around. I am just as aware of my shortcomings as I am my strengths and am not afraid to ask questions if I don't know something. I understand that although not everyone agrees, this town does need to grow but it should be done responsibly and with the entire communities well-being at the forefront.

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto?

No

If yes, please give details of the conviction(s) and explain

Field not completed.

Do you anticipate any conflicts of interest on issues which may be decided by the Board or Commission on which you are interested in serving.

No.

Do you currently hold any offices under the laws of the State of Oklahoma? Such offices would include but not be limited to

No

working for a
municipality, county, or
state.

Do you understand that attendance and active support is required for each appointee? Yes

Signature Michael James Dobbins

Date 5/4/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Julie Casteen](#); [City Clerk](#)
Subject: Online Form Submittal: Application for Appointment to a City Board or Commission
Date: Friday, May 8, 2026 9:53:38 PM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Application for Appointment to a City Board or Commission

Last Name	Sisco
First Name	Sunny
Middle Initial	<i>Field not completed.</i>
Suffix	<i>Field not completed.</i>
Street Address	29846 E 141sr St
Apartment/Unit #	<i>Field not completed.</i>
City	Coweta
State	OK
Zip Code	74429
Phone Number	9186299892
Email	ssnodgrass02@gmail.com
Preferred method of contact	Phone
On what Board or Commission are you most interested in serving?	City Council (only available to fill an unexpired term)
Do you reside inside the city limits?	Yes
Which Council Ward do you live in?	Ward 3
Are you registered to	Yes

vote in Coweta?

Qualifications: (list educational background or experience that would assist you in carrying out the duties of this appointment)

While I may not be a career politician, I offer fresh ideas and a genuine commitment to serving the community. I believe local government works best when everyday residents step up to lead.

Reasons for Serving: (state briefly the contributions you can make to this appointment and your reasons for wanting to serve on the Board or Commission)

I'm running to bring common sense leadership, transparency, and strong community representation to city council.

If desired, you may upload a resume.

Field not completed.

Have you ever been convicted of a felony, or entered a guilty or no contest plea thereto?

No

If yes, please give details of the conviction(s) and explain

Field not completed.

Do you anticipate any conflicts of interest on issues which may be decided by the Board or Commission on which you are interested in serving.

No

Do you currently hold any offices under the laws of the State of Oklahoma? Such offices would include but not be limited to working for a municipality, county, or

No

state.

Do you understand that attendance and active support is required for each appointee? Yes

Signature Sunny Sisco

Date 5/8/2026

Applications will be kept on file for 90 days.

This information will become a Public Record.

Email not displaying correctly? [View it in your browser.](#)

City Council Ward 3 Special Election Dates and Deadlines

Tuesday, April 7, 2026

Submission and effective date of the resignation of Joshua Wilburn.

Wednesday, April 8 thru Saturday, June 6, 2026

The 60-day period within which the City Council is authorized to appoint a successor to Joshua Wilburn. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election. 11 O.S. 8-109(A).

Sunday, June 7, 2026

The first day upon which the City Council may adopt an Election Resolution to elect a successor to Joshua Wilburn

Monday, June 8, 2026

Suggested day that the City Council hold a Special Meeting to adopt an Election Resolution. Ideally this would be conducted in the morning so that the Election Board can be served with the Resolution before they close at 4:30 p.m.

Wednesday, June 10, 2026, 4:30 p.m.

The legal last date and time the City's Election Resolution must be served on the Wagoner County Election Board. This is 75 days before the August 25, 2026, election day. This is the federal requirement to provide additional time for absentee ballots to be provided to and received from the military overseas, since August 25 is a federal and state primary runoff day.

Monday thru Wednesday, June 15-17, 2026

The suggested days that Declarations of Candidacy be filed with the Wagoner County Election Board. These dates must be identified in the Election Resolution. There are no prescribed days for this to occur, except as described in the following item,

Sunday, June 21, 2026

The Election Board calendar states that Sunday, June 21 is the last day to begin the Special Election Filing Period.

Friday, July 31, 2026

This is the last day that voters can register to vote before the August 25, 2026, election.

Tuesday, August 25, 2026, 7:00 a.m. to 7:00 p.m.

ELECTION DAY

Councilmember Qualifications

1. Candidates shall be residents and registered voters in City of Coweta Ward 3 for at least six (6) months prior to filing their declaration of candidacy.
2. They shall be actual residents of Coweta City Council Ward 3 at the time of their candidacy and election,

11 O.S. Sections 8-101 and 16-110; Coweta City Code Section 1-7A-1(B)



P.O. BOX 850
COWETA, OK 74429
PH. (918) 486-2189
FAX (918) 486-5366
www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Patrick Boulden, City Attorney

Re: **DISCUSSION AND POSSIBLE ACTION TO SCHEDULE A SPECIAL CITY COUNCIL MEETING TO ADOPT AN ELECTION RESOLUTION TO FILL THE VACANCY IN COUNCIL WARD 3.**

Date: June 1, 2026

BACKGROUND

When a vacancy occurs in a City Councilmember's office, the City Council must appoint, by a majority vote of the remaining members, a person to fill the vacancy until the next general municipal election, to serve until a successor is elected. This vacancy shall then be filled at the next general municipal election on Tuesday, April 6, 2027, to complete the balance of the unexpired term. If the vacancy has not been filled by the City Council within sixty (60) days after the vacancy occurred on April 7, 2026, then the City Council must call for a special election for the purpose of filling the vacancy for the duration of the unexpired term.

The sixtieth (60) day will lapse at the end of June 6, 2026 and the last day to serve the Wagoner County Election Board is Wednesday June 10, 2026, at 4:30 p.m.

Once the Election Board is served with the proposed Election Resolution, Declarations of Candidacy for the office of Councilmember representing Council Ward 3 must be filed with the Wagoner County Election Board beginning Monday, June 15, 2026 and no later than 5:00 p.m. on Wednesday, June 17, 2026.

STAFF RECOMMENDATION

At the discretion of the City Council, vote to schedule a Special Meeting of the City Council on the morning of Monday, June 8 to adopt an Election Resolution calling for a special election to fill the vacancy in City Council Ward 3.

ATTACHMENTS

1. Ward 3 Special Election Dates and Deadlines
2. Oklahoma Statutes Title 11 Subsection 8-109(A)
3. 20260528 Draft Resolution-Notice of 2026 Special Council Election

City Council Ward 3 Special Election Dates and Deadlines

Tuesday, April 7, 2026

Submission and effective date of the resignation of Joshua Wilburn.

Wednesday, April 8 thru Saturday, June 6, 2026

The 60-day period within which the City Council is authorized to appoint a successor to Joshua Wilburn. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election. 11 O.S. 8-109(A).

Sunday, June 7, 2026

The first day upon which the City Council may adopt an Election Resolution to elect a successor to Joshua Wilburn

Monday, June 8, 2026

Suggested day that the City Council hold a Special Meeting to adopt an Election Resolution. Ideally this would be conducted in the morning so that the Election Board can be served with the Resolution before they close at 4:30 p.m.

Wednesday, June 10, 2026, 4:30 p.m.

The legal last date and time the City's Election Resolution must be served on the Wagoner County Election Board. This is 75 days before the August 25, 2026, election day. This is the federal requirement to provide additional time for absentee ballots to be provided to and received from the military overseas, since August 25 is a federal and state primary runoff day.

Monday thru Wednesday, June 15-17, 2026

The suggested days that Declarations of Candidacy be filed with the Wagoner County Election Board. These dates must be identified in the Election Resolution. There are no prescribed days for this to occur, except as described in the following item,

Sunday, June 21, 2026

The Election Board calendar states that Sunday, June 21 is the last day to begin the Special Election Filing Period.

Friday, July 31, 2026

This is the last day that voters can register to vote before the August 25, 2026, election.

Tuesday, August 25, 2026, 7:00 a.m. to 7:00 p.m.

ELECTION DAY

Councilmember Qualifications

1. Candidates shall be residents and registered voters in City of Coweta Ward 3 for at least six (6) months prior to filing their declaration of candidacy.
2. They shall be actual residents of Coweta City Council Ward 3 at the time of their candidacy and election,

11 O.S. Sections 8-101 and 16-110; Coweta City Code Section 1-7A-1(B)

Oklahoma Statutes
Title 11. Cities and Towns

Section 8-109 - Vacancies in Office

A. When a vacancy occurs in an office of an elected municipal official except the mayor, the governing body shall appoint, by a majority vote of the remaining members, a person to fill the vacancy until the next general municipal election, or the next biennial town meeting if the municipality is subject to the Oklahoma Town Meeting Act, Section 11-[16-301](#) et seq. of this title, and to serve until a successor is elected and qualified. Any vacancy shall then be filled at the next general municipal election or biennial town meeting by election of a person to complete the balance of any unexpired term. If the vacancy has not been filled within sixty (60) days after it occurs, the governing body shall call for a special election or a special town meeting for the purpose of filling the vacancy for the duration of the unexpired term unless said vacancy occurs or said election would occur within one hundred twenty (120) days prior to the first day of the filing period for the next general municipal election or within one hundred twenty (120) days prior to the next biennial town meeting. If a vacancy is not filled by the special election or at a special town meeting, it shall be filled by appointment as provided for in this subsection.

(Published in the Tulsa World,
City of Coweta, Wagoner County, Oklahoma
_____, 2026).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA PROVIDING NOTICE OF A SPECIAL ELECTION, PURSUANT TO TITLE 26 OKLAHOMA STATUTES, SECTION 13-102, NOTIFYING THE WAGONER COUNTY ELECTION BOARD OF A NONPARTISAN SPECIAL ELECTION TO BE HELD, IF NEEDED, IN THE CITY OF COWETA, OKLAHOMA, ON TUESDAY, AUGUST 25 2026, FOR THE OFFICE OF ONE (1) CITY COUNCIL POSITION REPRESENTING CITY COUNCIL WARD THREE (3); AND PROVIDING FOR SEVERABILITY.

WHEREAS, Title 11 Oklahoma Statutes, Sections 8-109 and 16-105.1 requires the holding of a nonpartisan special election in the City of Coweta, Oklahoma on the fourth Tuesday in August, the same being Tuesday, August 25, 2026. On that date, one City Councilmember is to be elected from City Council Ward Three (3). The laws applicable to special elections shall govern this municipal election. Pursuant to Title 11 Oklahoma Statutes, Sections 16-104, all Councilmembers of the City of Coweta shall be elected at-large by the registered voters of the entire municipality. At such election, the candidate receiving the greatest number of votes shall be deemed elected for that office, provided that pursuant to Title 26 Oklahoma Statutes, Section 8-105, should a tie occur, the elected Councilmember shall be determined by lot during a public meeting before the Wagoner County Election Board;

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 8-102, the term of office for the City Councilmember serving City Council Ward Three (3) and elected on Tuesday, April 1, 2025, was to serve a four (4) year term effective at 12:00 noon on Monday, April 14, 2025 and expiring at 12:00 noon on Monday, April 16, 2029;

WHEREAS, no declaration of candidacy was filed by any person to be elected to the position of City Councilmember then serving City Council Ward Three (3) at the general election held on Tuesday, April 1, 2025, effective at 12:00 noon on Monday, April 14, 2025 that office was deemed vacant, provided that the previously elected City Councilmember serving City Council Ward Three (3), Harold Chance, continued to serve as a "holdover" Councilmember until his successor was duly elected and qualified. 11 O.S. Section 8-102;

WHEREAS, pursuant to 11 O.S. Section 8-109, on Monday, June 2, 2025, at a regular meeting of the Coweta City Council, Joshua Wilburn was appointed to succeed Coweta City Councilmember Ward Three (3) Harold Chance as the Ward 3 Councilmember, to serve until the next general municipal election on Tuesday, April 6, 2027 and his successor is elected and qualified;

WHEREAS, on Tuesday, April 7, 2026, the Coweta City Councilmember for Ward Three (3), Joshua Wilburn, resigned from his office, effective immediately, thus creating a vacancy in the office of Coweta City Councilmember for Ward Three (3);

WHEREAS, Title 11 Oklahoma Statutes, Sections 8-109 requires that when a vacancy occurs in an office of a Coweta City Councilmember, the remaining members of the Coweta City Council shall appoint, by a majority vote, a person to fill the vacancy until the next general municipal election and if the vacancy is not been filled within sixty (60) days after it occurs, the City Council shall call for a special election for the purpose of filling the vacancy for the duration of the remaining term expiring at 12:00 noon on Monday, April 16, 2029;

WHEREAS, within sixty (60) days after the resignation of City Council member Joshua Wilburn on April, 7, 2026, the sixtieth day being Saturday, June 6, 2026, the Coweta City Council had not filled the office of Coweta City Councilmember for Ward Three (3) and it is now incumbent upon the Coweta City Council to fill that office by calling for a special election to be held on Tuesday, August 25, 2026.

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 16-114 all Declarations of Candidacy for the office of City Councilmember from City Council Ward Three (3) must be filed with the Wagoner County Election Board no earlier than 8:00 a.m. on the third Monday in June 2026, the same being Monday, June 15, 2026 and no later than 5:00 p.m. on the next succeeding Wednesday, the same being Wednesday, June 17, 2026, all of which constitute a three day filing period which is not more than twenty (20) days from the last date this resolution is required to be filed with the Wagoner County Election Board, which is Wednesday, June 10, 2026;

WHEREAS, pursuant to Title 11 Oklahoma Statutes, Section 16-110, a candidate shall be a registered voter at an address within the City of Coweta, Oklahoma and Coweta City Council Ward three (3) for at least six (6) months prior to filing a Declaration of Candidacy for Coweta City Council Ward Three (3), the same being the six-month period from and including December 15, 2025, through December 17, 2025; and

WHEREAS, pursuant to Title 26 Oklahoma Statutes, Section 16-114, the general laws of the State of Oklahoma applicable to special municipal elections shall be in full force and effect as to special municipal elections, and all notices, canvass of returns, and proceedings relating to any such election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA:

Section 1. That the Election Board of Wagoner County be and is here notified that a nonpartisan special municipal election will be held, if necessary, in the City of Coweta, Oklahoma, on the fourth Tuesday in August, the same being Tuesday, August 25, 2026, at which time one City Councilmember is to be elected from and for City Council Ward Three (3) to serve until the general municipal election on Tuesday, April 2, 2029 and a successor is elected and qualified. This Councilmember shall be elected at-large by the entire registered voters within the corporate limits of the City of Coweta.

Section 2. That the City of Coweta is a municipal corporation located entirely within Wagoner County, Oklahoma, and the territory and boundaries of the office of City Councilmember from City Council Ward Three (3) are located entirely within Wagoner County.

Section 3. That the Election Board of Wagoner County be and is here notified that the boundaries of the territories and wards represented by the five (5) members of the Coweta City Council are as depicted on the map attached as Exhibit "A".

Section 4. That the Election Board of Wagoner County be and is here notified that pursuant to Title 11 Oklahoma Statutes, Section 16-114 all Declarations of Candidacy for the office of City Councilmember from City Council Wards Three (3) must be filed with the Wagoner County Election Board no earlier than 8:00 a.m. on the third Monday in June 2026, the same being Monday, June 15, 2026 and no later than 5:00 p.m. on the next succeeding Wednesday, the same being Wednesday, June 17, 2026,.

Section 5. That the Election Board of Wagoner County be and is here notified that pursuant to Title 11 Oklahoma Statutes, Section 16-110, no person shall be eligible to become a candidate for the offices of City Councilmember from City Council Wards Three (3) unless such person shall have been a registered voter at an address within the City of Coweta, and Coweta City Council Ward Three (3) for at least six (6) months prior to filing a declaration of candidacy, the same being the six-month period from and including December 15, 2025, through December 17, 2025. Once elected, pursuant to Title 11 Oklahoma Statutes, Section 8-101, The Ward Three (3) Councilmember must continue to be a resident and a registered voter of the City of Coweta and an actual resident of Coweta City Council Ward Three (3).

Section 6. That the Election Board of Wagoner County be and is here notified that absentee ballots shall be provided for in this special election in the City of Coweta, Oklahoma, in a manner in accord with the provisions now established by the laws of the state of Oklahoma.

Section 7. That the Election Board of Wagoner County be and is here notified that, in general and special elections for Councilmembers and all notices, canvass of returns, and all proceedings relating to these elections, the general laws of the state applicable to municipal elections shall be in full force and effect.

Section 8. That this election shall be conducted by those precinct officials designated by the Wagoner County Election Board, which officials shall also act as counters and certify the election results to the Wagoner County Election Board, which shall canvass the returns as in the case of regular elections and certify the returns as required by law.

Section 9. That at this election the candidate from Wards Three (3) receiving the greatest number of votes shall be deemed elected for that office, provided that should a tie occur, the elected Councilmember shall be determined by lot during a public meeting before the Wagoner County Election Board.

Section 10. That pursuant to Title 11 Oklahoma Statutes, Section 16-106, should any candidate be unopposed for the office of Coweta City Councilmember for Ward Three (3) in the special municipal election, that candidate shall be deemed elected and certified; the candidate's name shall not appear on the special election ballot; and this special municipal election shall not be held.

Section 11. That pursuant to Title 11 Oklahoma Statutes, Section 16-101, the City Clerk is directed to give notice of this special election by publishing this resolution in a newspaper of general circulation in the City of Coweta at least ten (10) days before the date of this special election, the same being at least ten (10) days before Tuesday, August 25, 2026,.

Section 12. Severability Clause. If any section, sentence, clause or phrase of this resolution or any part of it is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this resolution or any part of it.

ADOPTED by the Coweta City Council on June 8, 2026.

Naomi Hogue
Mayor of the City of Coweta, Oklahoma

(Seal)
ATTEST:

Marcy Kilgore, Coweta City Clerk

APPROVED:

Patrick T. Boulden, Coweta City Attorney

ACKNOWLEDGEMENT OF SERVICE

SECRETARY, WAGONER COUNTY ELECTION BOARD

Service of the above Resolution is now acknowledged to have been made on

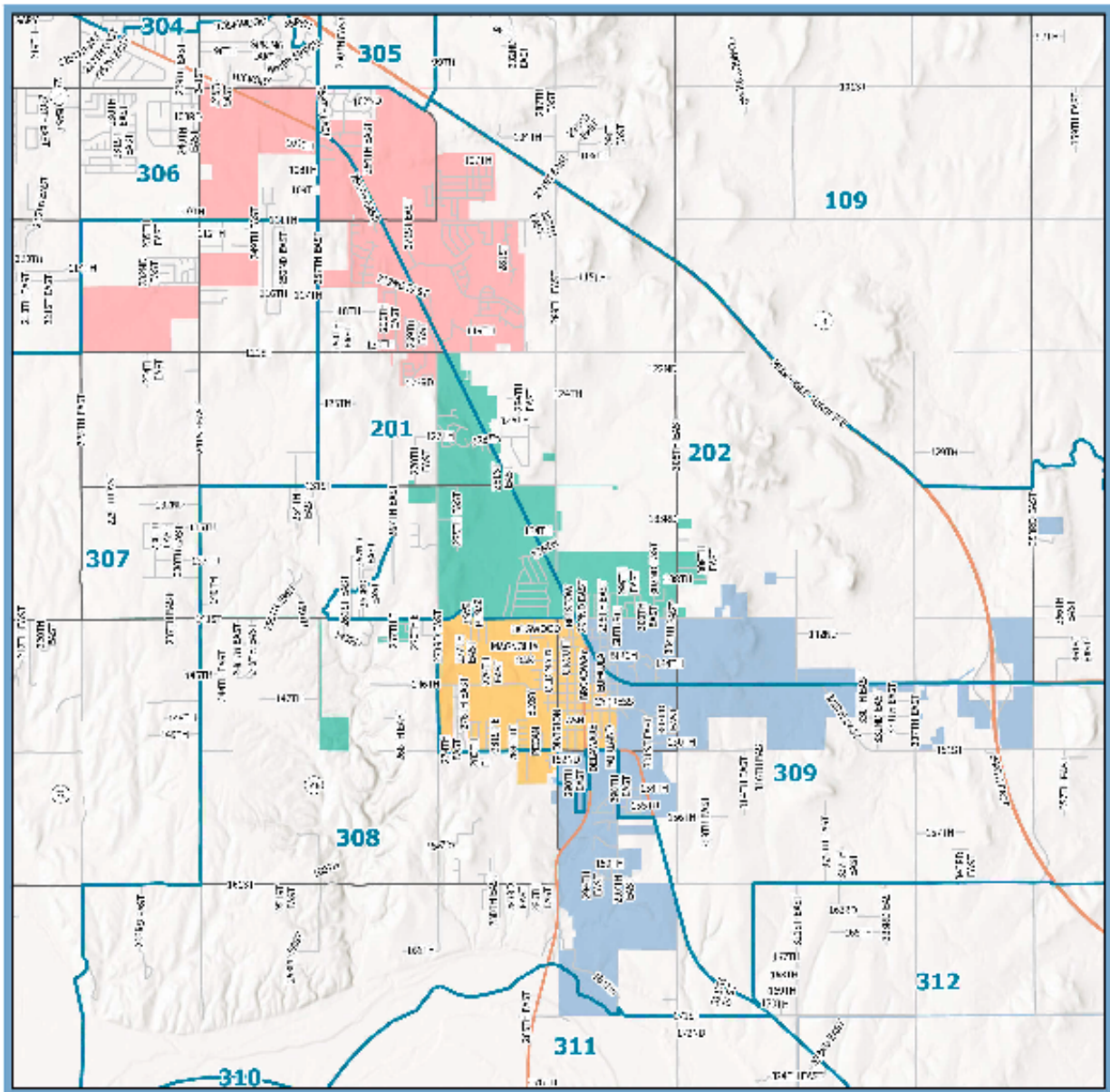
Date

By: _____
Samantha Call, Secretary
Wagoner County Election Board
(SEAL)

DRAFT

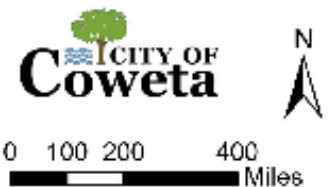
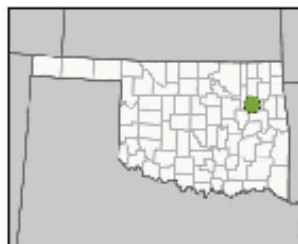
City of Coweta

City Council Ward Districts & Voter Precincts



Legend

■ Ward District 1	 Voting District
■ Ward District 2	 Highway
■ Ward District 3	 Major Road
■ Ward District 4	 Road



Date Exported: 4/23/2025 9:12 AM

Disclaimer: The information contained herein is a general representation of the data provided and is intended only for informational purposes. Data shall not be construed as a warranty, and the user assumes responsibility for the accuracy of the information. The accuracy of the information is not guaranteed, and the user assumes all risk.

Election Resolution Exhibit "A"

Coweta City Limits and Council Ward Map