



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

**AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, JULY 6, 2020 6:00 P.M.**

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 act on an agenda item after comments from staff and the City Council have been heard.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
EVETTE MORRIS _____
HAROLD CHANCE _____
NAOMI HOGUE _____
LOGAN BROWN _____
RANDY WOODWARD _____
- 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. 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 THE 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 JUNE 1, 2020

Documents:

[200601 MINUTES OF JOINT SPECIAL MEETING.PDF](#)
 2. MINUTES OF THE REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JUNE 1, 2020

Documents:

[200601 MINUTES OF CITY COUNCIL REGULAR MEETING.PDF](#)
 3. MINUTES OF THE JUNE 29, 2020 SPECIAL MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL SPECIAL MEETING HELD ON JUNE 29, 2020.

Documents:

4. CITY OF COWETA'S 911 SYSTEM REVIEW
APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE CALENDAR YEAR QUARTER ENDING JUNE 30, 2020 IN ACCORDANCE WITH 63 O.S. §2815 (F).

Documents:

[FY20-Q4 911 REVIEW.PDF](#)

VI. PROCLAMATIONS

1. PROCLAMATION NAMING THE DAY ROOM FIRE STATION
PRESENTATION OF A PROCLAMATION NAMING THE DAY ROOM AT FIRE STATION ONE THE CHIEF GREG EDWARDS DAY ROOM.
(EVETTE MORRIS, MAYOR)

Documents:

[200706 PROCLAMATION DEDICATING THE DAY ROOM AT FIRE STATION.PDF](#)

VII. OLD BUSINESS

1. CONTRACT WITH CROSSROADS COMMUNICATIONS
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A CONTRACT WITH CROSSROADS COMMUNICATIONS, LLC FOR THE PROVISION OF PUBLIC RELATIONS AND ECONOMIC DEVELOPMENT CONSULTING SERVICES.
(ROGER KOLMAN, CITY MANAGER)

Documents:

[200706 STAFF REPORT CROSSROADS COMMUNICATIONS.PDF](#)
[200706 PROFESSIONAL SERVICES CONTRACT CROSSROADS COMMUNICATIONS.PDF](#)

2. ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AGREEMENTS
DISCUSSION AND POSSIBLE ACTION TO APPROVE AGREEMENTS WITH CASELLE, INC FOR THE LICENSING AND IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$75,320.00), FUNDED IN THE CAPITAL IMPROVEMENT FUND, NON-DEPARTMENTAL ACCOUNT 12-5401.020, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED TO THE AGREEMENTS.
(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[200706 STAFF REPORT ERP.PDF](#)
[COWETA OK - CONTRACT PROPOSAL.PDF](#)
[COWETA OK - SAAS AGREEMENT.PDF](#)
[COWETA OK - SOFTWARE USE AGREEMENT.PDF](#)

3. CLS 20-04 MINOR SUBDIVISION (LOT SPLIT)
DISCUSSION AND POSSIBLE ACTION ON AN APPLICATION FOR A MINOR SUBDIVISION (LOT SPLIT), CASE NO. CLS 20-04 DIVIDING A PARCEL PROPERTY LOCATED AT 25701 EAST 107TH STREET SOUTH.
(CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[200706 STAFF REPORT CLS 20 04.PDF](#)
[CLS 20-04 ZONING MAP.PDF](#)
[CLS 20-04 AERIAL VIEW MAP.PDF](#)
[CLS 20-04 LOCATION MAP.PDF](#)
[CLS 20-04 LOT SPLIT EXHIBIT.PDF](#)

4. ORDINANCE 836 REZONING CZ 20-09

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 836, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA CHANGING THE ZONING FROM RESIDENTIAL SINGLE FAMILY (RS-1) TO INDUSTRIAL LIGHT (IL) OF THE FOLLOWING DESCRIBED PROPERTY, THE SOUTH 85 FEET OF THE NORTH 418 FEET OF THE WEST 217 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 NW/4 SW/4) LESS WEST 25 FEET THEREOF, IN SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA LOCATED AT 25701 EAST 107TH STREET SOUTH; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

(CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[200706 STAFF REPORT CZ 20 09.PDF](#)
[200706 ORDINANCE 836.PDF](#)
[APPLICANTS NARRATIVE.PDF](#)
[CZ 20-09 AERIAL VIEW MAP.PDF](#)
[CZ 20-09 LOCATION MAP.PDF](#)
[CZ 20-09 ZONING MAP.PDF](#)

5. DECLARATION OF AN EMERGENCY ORDINANCE 836

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 836 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

6. ORDINANCE 835 PUD-C 20-01

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE NUMBER 835, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA CREATING PLANNED UNIT DEVELOPMENT PUD-C 20-01 ALLOWING FOR INDUSTRIAL LIGHT (IL) AND COMMERCIAL GENERAL (CG) USES ON PROPERTY CONSISTING OF APPROXIMATELY 2.2 ACRES DESCRIBED AS LOT 2, BLOCK 2, CREEK HOLLOW, A SUBDIVISION OF PART OF THE S1/2 OF THE SW1/4 TRACT OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA LOCATED AT 27541 E. 121ST STREET; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

(CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[200706 STAFF REPORT PUD C 20 01 ORDINANCE 835.PDF](#)
[200706 ORDINANCE 835.PDF](#)
[CZ 20-07 PUD-C 20-01 AERIAL VIEW.PDF](#)
[CZ 20-07 PUD-C 20-01 LOCATION MAP.PDF](#)
[CZ 20-07 PUD-C 20-01 ZONING MAP.PDF](#)
[CZ 20-07 PUD-C 20-01.PDF](#)

7. DECLARATION OF AN EMERGENCY ORDINANCE 835

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 835 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

8. CZ 20-08 SUP MEDICAL MARIJUANA DISPENSARY

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF CZ 20-08 SUP, A REQUEST TO ESTABLISH A SPECIFIC USE PERMIT FOR A MEDICAL MARIJUANA DISPENSARY ON PROPERTY CURRENTLY ZONED COMMERCIAL GENERAL (CG) LOCATED AT 27541-A EAST 121ST STREET SOUTH.

(CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[200706 STAFF REPORT CZ 2008 SUP.PDF](#)
[CZ 20-08 SUP AERIAL VIEW.PDF](#)
[CZ 20-08 SUP APPLICATION OVERVIEW.PDF](#)
[CZ 20-08 SUP LOCATION MAP.PDF](#)
[CZ 20-08 SUP OMMA MAP.PDF](#)
[CZ 20-08 SUP ZONING MAP.PDF](#)
[20200622 PUBLIC HEARING NOTICE CZ 20-08 SUP.PDF](#)

9. PLANNING COMMISSION MEETINGS PROPOSED DAY AND TIME CHANGE
DISCUSSION AND POSSIBLE ACTION TO MOVE PLANNING COMMISSION REGULAR
SCHEDULED MEETINGS TO THE THIRD (3RD) MONDAY OF EVERY MONTH STARTING AT
6:00 PM.
(CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[200706 STAFF REPORT CHANGE IN MEETING DATES.PDF](#)

- VIII. NEW BUSINESS
(Business which was not foreseen prior to the posting of the agenda.)
- IX. ADJOURNMENT

IF YOU REQUIRE A SPECIAL ACCOMMODATION PURSUANT TO THE AMERICANS WITH DISABILITIES ACT, PLEASE NOTIFY CITY HALL BY 9:00 A.M. ON THE DATE OF THE MEETING.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC WORKS
AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 1, 2020 6:00 P.M.**

The members of the Coweta City Council, and Trustees of Coweta Public Works Authority and Coweta Industrial Trust Authority, met in a joint special session on Monday, June 1, 2020, at 6:00 p.m. at Coweta City Hall located at 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS/TRUSTEES PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

COUNCILMEMBERS/TRUSTEES ABSENT: None.

I. CALL TO ORDER

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

The Coweta Public Works meeting was called to order by Chairman Morris.

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

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers/Trustees were present as shown above.

IV. OLD BUSINESS

1. Joint Public Hearing FY2020-2021 Proposed Budget

Assistant City Manager Julie Casteen presented the proposed budget for the fiscal year ending June 30, 2021 and requested comments from the public. There were no public comments.

V. ADJOURNMENT

Mayor Morris adjourned the City Council meeting at 6:16 p.m.

Chairman Morris adjourned the Coweta Public Works Authority meeting at 6:16 p.m.

Chairman Morris adjourned the Coweta Industrial Development Authority meeting at 6:16 p.m.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC WORKS
AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
JUNE 1, 2020 6:00 P.M.**

Evette Morris, Mayor

Julie Casteen, City Clerk

Evette Morris, PWA Chairman

Julie Casteen, Secretary

Evette Morris, CIDA Chairman

Harold Chance, Secretary

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 1, 2020 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, June 1, 2020 at 6:16 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma following the joint special meeting with the City Council, the Coweta Public Works Authority and the Coweta Industrial Development Authority

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Morris.

II. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

III. GENERAL CITY COUNCIL COMMENTS

City Manager Roger Kolman described the progress made on the City Hall Roofing project.

IV. CONSENT

Motion by Harold Chance, second by Naomi Hogue to approve the consent calendar items:

1. Minutes of the Coweta City Council Regular Meeting held on May 4, 2020.
2. Approval for Julie Casteen, acting as Coweta City Clerk/Treasurer to request direct payments from the State of Oklahoma from the Coronavirus Relief Fund as created in the CARES Act.
3. Declared Surplus on the following items and authorized the City Manager to dispose of accordingly:
 - a. 2003 Dodge Durango
 - b. 2001 Jeep Cherokee
 - c. Various computers, printers, monitors and miscellaneous computer equipment
 - d. Martin Yale Folding Machine
 - e. Brother ML300 Typewriter
 - f. Three Smart Boards
 - g. Four LCD Projectors and Mounts
 - h. Security Camera System and Mounting Bars
 - i. Audio-Visual Equipment

Aye: Harold Chance
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 1, 2020 6:00 P.M.**

Logan Brown
Randy Woodward
Evette Morris

V. OLD BUSINESS

1. 2020 Street Overlay Projects

Public Works Director Wes Richer discussed streets identified for the next mill/overlay project, including streets in the Woods subdivision and County Village subdivision. Mr. Richter requested approval to put the projects out for bid.

Motion by Harold Chance, second by Randy Woodward to approve the street overlay projects for bid.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

2. Ordinance 834 Amending Part 14

City Manager Roger Kolman described a proposed amendment to Section 14-117 of the existing City Code to add language from Ordinance 700, which was left out of the 2012 recodification project in error. The amendment requires owners of property abutting roadways to maintain landscaping and drainage facilities that abut the right of way.

Motion by Harold Chance, second by Logan Brown to adopt Ordinance 834, an ordinance of the City of Coweta, Oklahoma Relating to Part 14 Streets and Public Works of the City Code of Ordinances by amending Section 14-117 Drainage Ditches, Obstacles Impeding Drainage in Streets, Notice, Correction; providing for severability; repealing all Ordinances or Parts of Ordinances in conflict; and declaring an emergency.

Aye: Harold Chance
Logan Brown
Randy Woodward
Evette Morris
Naomi Hogue

3. Declaration of an Emergency Ordinance 834

Discussion was held regarding possible action declaring an emergency for Ordinance No. 834, making it effective immediately upon publication.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 1, 2020 6:00 P.M.**

Ordinance No. 834, making it effective immediately upon publication.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

4. Resolution 2020-18

Roger Kolman discussed the current State of Civil Emergency and the proposed amendments as outlined in Resolution 2020-18. The resolution allows for the re-opening of City facilities and local businesses, adopting by reference the “Open Up and Recover Safely Plan” put forth by the State of Oklahoma. The term of Resolution 2020-18 is tied to the termination of the state of emergency as declared by the Governor of the state of Oklahoma.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2020-18, a resolution of the City Council of the City of Coweta, Oklahoma declaring that a State of Civil Emergency currently exists.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

5. COVID-19 Assistance Program

Roger Kolman presented information on proposed grant programs to assist local businesses and citizens recovering from the COVID-19 pandemic.

Motion by Logan Brown, second by Randy Woodward, to direct the City Manager to develop grant programs to assist local businesses and citizens in recovering from the COVID-19 pandemic.

Aye: Logan Brown
Randy Woodward
Evette Morris
Harold Chance
Naomi Hogue

6. Resolution 2020-17 Regarding Budget Amendments FY19-20.

Julie Casteen, Assistant City Manager, described amendment needed to the FY2019-2020 budget for unanticipated revenues and expenditures.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 1, 2020 6:00 P.M.**

Motion by Harold Chance, second by Randy Woodward, to adopt Resolution 2020-17, a resolution of the City Council of the City of Coweta, Oklahoma adopting amendments to the annual revenues and appropriations for the budget of the City of Coweta, Oklahoma, for fiscal year ending June 30, 2020.

Aye: Harold Chance
Randy Woodward
Evette Morris
Naomi Hogue
Logan Brown

7. Resolution 2020-14 on FY2020-2021 Budget Adoption.

Julie Casteen recommended approval of the proposed budget as presented at the public hearing.

Motion by Evette Morris, second by Randy Woodward, to adopt Resolution 2020-14, a resolution of the City Council of the City of Coweta, Oklahoma adopting the budget for the General Fund, Street and Alley Fund, Cemetery Fund, Library Fund, Rural Fire Fund, Self Insurance Fund, E911 Fund and Capital Improvement Fund for Fiscal Year beginning July 1, 2020 and ending June 30, 2021, and providing for the investment of said funds.

Aye: Evette Morris
Randy Woodward
Harold Chance
Naomi Hogue
Logan Brown

8. CZ-20-05 SUP – Specific Use Permit

Councilmember Logan Brown recused himself from the meeting at 6:32 p.m. due to a conflict of interest. Carolyn Back, Community Development Director, presented information on an application by Brown Family Funeral Home for a Specific Use Permit for a crematory. The Coweta Planning Commission recommended approval at its April 17, 2020 meeting with four conditions; staff also recommended an additional condition to install a Knox box for public safety access in the event of an emergency.

Motion by Harold Chance, second by Naomi Hogue, to approve a Specific Use Permit for a crematory in the existing location at 210 South Broadway, Lots 16 through 20, Block 57, New Coweta, Wagoner County, Oklahoma according to the duly approved plat thereof, in Section 18, Township 17 North, Range 16 East with the discussed conditions.

Aye: Harold Chance
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
JUNE 1, 2020 6:00 P.M.**

Evette Morris
Randy Woodward

VII. NEW BUSINESS

There was no new business.

VIII. ADJOURNMENT

Mayor Morris adjourned the meeting at 6:34 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL SPECIAL MEETING
JUNE 29, 2020 6:00 P.M.**

The members of the Coweta City Council met in special session on Monday, June 29, 2020 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown, Randy Woodward.

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Morris.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. OLD BUSINESS

1. Resolution Regarding Budget Amendments FY19-20

Julie Casteen, Assistant City Manager, presented information on the supplemental appropriations needed to the FY19-20 Budget.

Motion by Harold Chance, second by Evette Morris to adopt Resolution 2020-19, a Resolution of the City Council of the City of Coweta, Oklahoma adopting amendments to the annual revenues and appropriations for the budget of the City of Coweta, Oklahoma for fiscal year ending June 30, 2020.

Aye: Harold Chance
Evette Morris
Naomi Hogue
Logan Brown
Randy Woodward

V. ADJOURNMENT

Mayor Morris adjourned the meeting at 6:03 p.m.

**MINUTES OF THE COWETA CITY COUNCIL SPECIAL MEETING
JUNE 29, 2020 6:00 P.M.**

Evette Morris, Mayor

Julie Casteen, City Clerk

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR APRIL 1, 2020 THROUGH JUNE 30, 2020**

During the third quarter of the current fiscal year, the expenditures for the E911 Fund include:

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	\$ 10,498.78
Motorola Solutions	Radio Batteries	684.95
Beinick Retail LLC	Chairs for Dispatch	698.16
Oklahoma Dept of Public Safety	OLETS fees	3,340.00
	Subtotal	15,221.89
	First Quarter Expenditures	44,747.08
	Second Quarter Expenditures	25,077.86
	Third Quarter Expenditures	19,277.30
	Total Year to Date Expenditures	\$ 104,324.13

Approved in open meeting of the City Council of the City of Coweta on this 6th day of July 2020.

Evette Morris, Mayor

ATTEST:

Julie Casteen, City Clerk

EXPENDITURES REPORT

AS OF: JUNE 30TH, 2020

18 -E-911 FUND

E-911

100.00% OF YEAR COMPLETED

ACCOUNT NO#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
<u>200-MATERIALS AND SUPPLIE</u>							
5200.087	MATERIALS AND SUPPLIES	800.00	0.00	782.82	97.85	0.00	17.18
5201.087	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
5204.087	MINOR TOOLS & EQUIPMENT	700.00	0.00	698.16	99.74	0.00	1.84
5212.087	STREET SIGNS & MATERIALS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 200-MATERIALS AND SUPPLIE		1,500.00	0.00	1,480.98	98.73	0.00	19.02
<u>300-OTHER CHARGES/SERVICE</u>							
5300.087	OTHER SERVICES & CHARGES	1,260.00	0.00	1,260.00	100.00	0.00	0.00
5302.087	COMMUNICATIONS (TELEPHONE)	47,420.00	2,854.74	51,832.67	108.31 (	474.26) (	3,938.41)
5304.087	MEMBERSHIPS & SUBSCRIPTION	0.00	0.00	0.00	0.00	0.00	0.00
5305.087	TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
5363.087	LEASE PAYMENTS	<u>6,096.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,096.00</u>
TOTAL 300-OTHER CHARGES/SERVICE		54,776.00	2,854.74	53,092.67	96.06 (	474.26)	2,157.59
<u>400-CAPITAL OUTLAY</u>							
5404.087	MACHINERY & EQUIPMENT	<u>33,695.00</u>	<u>684.95</u>	<u>49,750.48</u>	<u>81.03 (</u>	<u>22,448.04)</u>	<u>6,392.56</u>
TOTAL 400-CAPITAL OUTLAY		33,695.00	684.95	49,750.48	81.03 (	22,448.04)	6,392.56
<u>500-NON-OPERATING</u>							
5501.087	TRANSFER OUT - GENERAL FUN	0.00	0.00	0.00	0.00	0.00	0.00
5506.087	TRANSFER OUT - GENERAL FUN	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 500-NON-OPERATING		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL E-911		89,971.00	3,539.69	104,324.13	90.48 (	22,922.30)	8,569.17
*** TOTAL EXPENSES ***		89,971.00	3,539.69	104,324.13	90.48 (	22,922.30)	8,569.17

*** END OF REPORT ***

VENDOR SET: 01 CITY OF COWETA

BANK: ALL

FUND : 18 E-911 FUND

DEPARTMENT: 087 E-911 FUND

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/01/2020 THRU 6/30/2020

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT	
01-2210	WINDSTREAM	I-041665350 03/27	18	5302.087		COMMUNICATION: T1 LINE DISPATCH NOV 260966		405.75	
01-2210	WINDSTREAM	I-041700521 04/03/20	18	5302.087		COMMUNICATION: E911 VPN DEC-JUNE 20 261075		468.56	
01-2210	WINDSTREAM	I-05/05 041700521	18	5302.087		COMMUNICATION: E911 VPN DEC-JUNE 20 261262		468.56	
01-2210	WINDSTREAM	I-101098402 04/09/20	18	5302.087		COMMUNICATION: MARCH-JUNE 2020, E91 261076		1,189.71	
01-2210	WINDSTREAM	I-101098402 4-10 19	18	5302.087		COMMUNICATION: E911 PHONE CHARGES 261077		3,987.09	
01-2210	WINDSTREAM	I-101098402 5/11	18	5302.087		COMMUNICATION: MARCH-JUNE 2020, E91 261315		1,180.11	
01-2210	WINDSTREAM	I-101098402 6/10	18	5302.087		COMMUNICATION: MARCH-JUNE 2020, E91 261593		1,189.71	
01-2210	WINDSTREAM	I-101098803 05/15/20	18	5302.087		COMMUNICATION: PHONE SVC-DISPATCH 261319		108.40	
01-2210	WINDSTREAM	I-101098803 4/15/20	18	5302.087		COMMUNICATION: PHONE SVC-DISPATCH 261121		110.11	
01-2210	WINDSTREAM	I-101098803 6/16	18	5302.087		COMMUNICATION: SERVICES FOR DISPATC 261594		110.72	
01-2210	WINDSTREAM	I-41665350 04/28/20	18	5302.087		COMMUNICATION: T1 LINE DISPATCH NOV 261229		405.75	
01-2210	WINDSTREAM	I-41665350 5/27	18	5302.087		COMMUNICATION: T1 LINE DISPATCH NOV 261424		405.75	
01-2210	WINDSTREAM	I-41700521 6/3	18	5302.087		COMMUNICATION: E911 VPN DEC-JUNE 20 261502		468.56	
							VENDOR 01-2210	TOTALS	10,498.78
01-3641	MOTOROLA SOLUTIONS, IN	I-41285954	18	5404.087		MACHINERY & E: 25 BATTERIES BANK CH 261470		684.95	
							VENDOR 01-3641	TOTALS	684.95
01-3906	BEINICK RETAIL LLC % B	I-8559666	18	5204.087		MINOR TOOLS &: 2 CHAIRS FOR DISPATC 261036		698.16	
							VENDOR 01-3906	TOTALS	698.16
01-80	OKLAHOMA DEPT PUBLIC S	I-31-3001581	18	5302.087		COMMUNICATION: OLETS FEE JAN-FEB 261209		350.00	
01-80	OKLAHOMA DEPT PUBLIC S	I-37-3070007,3070444	18	5302.087		COMMUNICATION: OLETS FEE 261475		330.00	
01-80	OKLAHOMA DEPT PUBLIC S	I-38-3000040	18	5302.087		COMMUNICATION: OLETS FEE JAN-FEB 261210		350.00	
01-80	OKLAHOMA DEPT PUBLIC S	I-39-3090040	18	5302.087		COMMUNICATION: OLETS FEE 261476		350.00	
01-80	OKLAHOMA DEPT PUBLIC S	I-4/20/20 10419.01	18	5302.087		COMMUNICATION: OLETS FEES 261149		1,960.00	
							VENDOR 01-80	TOTALS	3,340.00
							DEPARTMENT 087	E-911 FUND	TOTAL: 15,221.89
							VENDOR SET 18	E-911 FUND	TOTAL: 15,221.89
							REPORT GRAND TOTAL:		15,221.89

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2019-2020	18 -5204.087	MINOR TOOLS & EQUIPMENT	698.16	700		1.84	
	18 -5302.087	COMMUNICATIONS (TELEPHONE)	13,838.78	47,420		4,895.68-	Y
	18 -5404.087	MACHINERY & EQUIPMENT	684.95	33,695		29,441.56	
		TOTAL:	15,221.89				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	15,221.89

18 TOTAL	E-911 FUND	15,221.89

	** TOTAL **	15,221.89

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 4/01/2020 THRU 6/30/2020
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

SEPARATE BY DEPARTMENT: YES
G/L RANGE: - THRU ZZZ-ZZZZZZZZZZZZZZZZ
DEPARTMENT RANGE: 087 THRU 087
PAGE BREAK BY DEPARTMENT: YES
CHECK RANGE: 000000 THRU 999999

** END OF REPORT **

Radio Log Summary Report 4/1/20 to 6/30/20

Radio Log Record

Radio Log Record 10,271

Group By Call Type

Total	Initial Call Type
11	***OLETS***
8	***ONLINE***
34	***SYSTEM***
12	10-12 - ACO
9	10-12 - EMS
252	10-12 - INFORMATION
97	10-12 - POLICE
36	10-12 - RECORDS
72	10-21 - ACO
131	10-21 - EMS
41	10-21 - FIRE
1,706	10-21 - INFORMATION
748	10-21 - POLICE
3	10-21 - RECORDS
1,077	10-21 - TRANSFER
24	10-59 TRAFFIC STOP
279	911 - EMS
23	911 - FIRE
296	911 - HANG UP
289	911 - NON EMERGENCY
179	911 - POLICE
49	911 - TRANSFER
1	911-ACO
476	ACO RADIO CALL
10	CODE ENFORCEMENT
5	EMS/FD RADIO CALL
2	FIRE MARSHALL
4,388	POLICE RADIO CALL
2	SCHOOL RESOURCE OFFICER-SRO
11	WEATHER UPDATED/STATUS
10,271	GRAND TOTAL

Group By Final Type

Total	Final Call Type
3,804	
124	***ACCIDENTAL***
1	***FIRE MARSHALL***
43	***INFORMATION***
2	***SCHOOL RESOURCE OFFICER - INITIATED***
23	***SYSTEM***
372	***TRANSFER***
7	ABANDONED VEHICLE
4	ACCIDENT / CITY VEHICLE INVOLVED - SIGNAL 83
7	ACCIDENT / HIT AND RUN - SIGNAL 89
8	ACCIDENT / MAJOR / WITH INJURIES - SIGNAL 82
34	ACCIDENT / MINOR / NO INJURIES - SIGNAL 81
16	ACCIDENT / SERIOUSNESS UNKNOWN - SIGNAL 76
1	ACO-10-6 SHELTER
10	ACO-ANIMAL WELL FARE CHECK
58	ACO-SIG 30 ANIMAL
11	ALARM - AUDIBLE
12	ALARM - FIRE
62	ALARM - INTRUSION
10	ALARM - MEDICAL ALERT
4	ALARM - PANIC
39	ALARM- SCHOOL
4	ANIMAL ABUSE
124	ANIMAL AT LARGE
6	ANIMAL BITE
3	ARREST/IN CUSTODY / 10-15
9	ASSAULT
45	ASSIST A CITIZEN
26	ASSIST ANOTHER AGENCY

6	ATL - ATTEMPT TO LOCATE
6	ATTEMPT TO SERVE
10	BREAKING AND ENTERING
2	BURGLARY
20	CHECK FOR STOLEN OR WANTED / 10-29
818	CHECK REGISTRATION INFORMATION / 10-28
15	CHECK THE JUVENILES
61	CHECK THE WELLBEING
6	CHILD ABUSE
1	CHILD IN NEED OF SUPERVISION
6	CODE ENFORCEMENT
21	COS - CHECK TO YOUR OWN SATISFACTION
2	COURT
110	DINNER LOCATION - SIGNAL 07
86	DISTURBANCE
66	DOMESTIC VIOLENCE
38	DRIVER LICENSE CHECK/ WARRANT CHECK / 10-43/44
106	DRIVER LICENSE STATUS CHECK / 10-43
1	DRONE - UNION 1
5	DRUG ACTIVITY / 10-75
4	EN ROUTE TO HARM
4	ESCORT / 10-14
1	FATALITY - SIGNAL 30
2	FINGERPRINTS
52	FIRE / GAS LEAK
145	FOLLOW UP
31	FRAUD
242	FUEL
10	GENERAL QUESTIONS
10	HARASSMENT
5	ILLEGAL DUMPING
8	ILLEGAL PARKING
749	IN SERVICE / 10-8
35	INTOXICATED DRIVER - SIGNAL 88

6	INTOXICATED PEDESTRIAN - SIGNAL 87
22	LARCENY
8	LARCENY - FROM A VEHICLE
1	LARCENY - GASOLINE
8	LARCENY OF A VEHICLE
2	MAN DOWN
421	MEDICAL EMERGENCY
4	MISSING PERSON
58	MOTORIST ASSIST / 10-26
1	NCIC RECOVERY
27	OFFICIALS/VISITORS PRESENT / 10-12
7	OPEN DOOR / 10-34
764	OUT OF SERVICE / 10-7
144	OUT OF SERVICE/SUBJECT TO CALL / 10-10
51	PEDESTRIAN CHECK
24	PROPERTY - FOUND
3	PROPERTY ABANDONED
6	PROPERTY RELEASE
4	PROTECTIVE ORDER VIOLATION
1	RAPE
49	RECEIVE INFORMATION
44	RECKLESS DRIVER
9	RELEASE OF 10-15
4	ROAD RAGE
2	RUNAWAY
12	SHOP LIFTING
5	SHOTS HEARD
1	STALKING
15	SUICIDAL SUBJECT
1	SUSPECT IN CUSTODY
47	SUSPICIOUS ACTIVITY
38	SUSPICIOUS PERSON
60	SUSPICIOUS VEHICLE
12	THREATS
10	TRAFFIC CONTROL
44	TRAFFIC HAZARD

612	TRAFFIC STOP / 10-59
2	TRAINING
51	TRANSPORT
12	TRESPASSING
1	TROUBLE AT STATION / 10-24
27	TROUBLE UNKNOWN
1	UUMV - UNAUTHORIZED USE OF A MOTOR VEHICLE
13	VANDALISM
11	WARRANT CHECK / 10-44
62	WATCH ORDER/SECURITY CHECK
11	WEATHER UPDATE / STATUS
10,271	GRAND TOTAL



**PROCLAMATION
FROM THE MAYOR AND CITY COUNCIL
OF COWETA, OKLAHOMA**

WHEREAS, the Mayor and City Council of the City of Coweta recognize the extraordinary contributions that Greg Edwards has made to the Coweta Community at large as a Fire Fighter/EMT, Driver, Captain, Interim Fire Chief, Deputy Fire Chief and Fire Chief; and

WHEREAS, Greg Edwards has been an integral part and partner in building the Coweta Fire Department to its current status; and

WHEREAS, Greg Edwards has shown great vision and discipline in leading the members of the Fire Department to serve their community and in managing the affairs of that department while providing a road map for the future growth of the department; and

WHEREAS, Greg Edwards has served the community and the fire service through good and bad times, all the while remaining a strong servant of the people; and

WHEREAS, Greg's love has always been the fire service and the citizens of Coweta, the Mayor and City Council desire to bestow upon him a fitting tribute recognizing his twenty-five years of dedicated service in protecting the health, safety and welfare of the Coweta Community.

THEREFORE, BE IT RESOLVED by the Honorable Mayor and City Council of the City of Coweta, Oklahoma that:

The Day Room of Fire Station One in Coweta, Oklahoma shall henceforth be known as the Chief Greg Edwards Day Room and appropriate signage for the interior of Fire Station One shall be displayed.

Evette Morris, Mayor

ATTEST:

Julie Casteen, City Clerk



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Memorandum

To: Honorable Mayor and Members of the City Council
Chairman and Members of the Board of Trustees
From: Roger Kolman, City Manager
Re: Crossroads Communications
Date: 7/6/2020

BACKGROUND

Crossroads Communications, LLC has provided contract public relations and economic development services to the City of Coweta/Coweta Industrial Development Authority for the past several years. Mandy and her team have been good to work with and easy to access when needed by the city administration or any of the city's departments. Their advice and assistance have been instrumental in bringing many of Coweta's projects to the finish line and properly communicating about those projects with our citizens.

Recognizing the current economic environment, and the challenges that the coming 12 months will have for new business attraction, Mandy and her team will instead be focused on helping existing businesses succeed and grow. The recruitment energy generally expended at retail industry trade shows will instead be turned toward increasing public relations efforts, positive growth stories, and growing the City's relationships with regional partners to be a site for retail expansion and primary job creation opportunities. As such, the contract for FY 20/21 has been decreased by approximately \$13,000 from the prior fiscal year.

STAFF RECOMMENDATION

Staff recommends approval of the professional services contract with Crossroads Communication, LLC.

ATTACHMENTS

Professional Services Contract

CONTRACT FOR PROFESSIONAL SERVICES

For Economic Development Consultation Services
Crossroads Communications, LLC

This Contract (“Contract”) for Economic Development Consultation Services is made and entered into as of the 1st day of July 2020 by and between the City of Coweta, an Oklahoma municipal corporation, and the Coweta Industrial Development Authority, an Oklahoma Trust Authority with the City of Coweta as its primary beneficiary, jointly (“City”) and Crossroads Communications, LLC (“Consultant”).

This Contract shall be in effect as of the 1st day of July 2020 and shall be in effect to the 30th day of June 2021. The Contract Term may be extended or renewed by written mutual agreement of both parties.

WHEREAS, the Consultant offers specialized services for which the Consultant is a uniquely and discreetly qualified source, to wit: successful business attraction projects in numerous Oklahoma communities; performing site studies and assessments for developers considering land acquisition and business development in Tulsa and across northeastern Oklahoma; public relations and marketing strategy, communication, planning, and implementation; and in-depth research through public and private industry-leading sources to support data assessments and add strength and credibility to its recommendations; and

WHEREAS, the City desires to enter into a Contract with the Consultant for the purposes set forth below.

NOW THEREFORE, the City and the Consultant do mutually agree as follows:

I. Scope of Services

A. Objectives of Contract/Performance Criteria

The objectives of the contractual relationship between City and Consultant are to: retain and increase investment in the City by commercial business entities; manage the City’s public image through public relations; provide consultation regarding community outreach and communication; improve the retail environment by providing support, information, advice, assistance and publicity for existing or potential businesses/developers/retailers in the City; facilitate new investment by commercial enterprises, thereby increasing the City’s ability to increase its sales tax base and improve the quality of life for citizens who no longer have to travel to obtain goods and services; and enhance the City’s ability to attract new residents and new businesses who seek locations where they can find and retain talented employees. Consultant will serve as a resource for public relations advice and project management/execution for the City, as a marketing and advertising advisor and agency, and as an economic development resource for City staff. Consultant

will also serve as a facilitator for new business development through assistance in making needed connections and creating and providing demographic information.

B. Public Relations

1. Manage public relations efforts for the City, including writing for the media, distribution, coordination efforts, utilizing media contacts, and event planning within reasonable limitations;
2. As necessary, serve as City spokesperson and media coordinator for interviews, information, and other necessary media contact; write, create graphics, and execute social media;
3. Work with City staff to identify, write and share potential positive stories to build community image and engagement; and
4. Serve as crisis communications point person when necessary or advisable.
5. Advise and assist the City pertaining to any aspect of communications planning, community or public relations where City has a need and Consultant has applicable knowledge or experience.
6. Produce electronic files suitable for print for quarterly city newsletter.
7. Serve as a communications resource for City staff.

C. Economic Development

1. Advise and assist the City regarding efforts to make the City an attractive new location for retailers using the International Council of Shopping Centers (“ICSC”) as a clearinghouse for remaining 2020 events and preparing for ICSC’s annual feature event, “RECon 2021” though consultant will not attend RECon except at the specific request of City. Such attendance, if requested, will constitute and additional expense outside the scope of work of this contract.
2. Apprise City Manager, through regular meetings, of the status of efforts, such as specific data gathering and retailers’ requesting or receiving data about the City;
3. Advise and assist the City pertaining to real estate transactions, opportunities or processes in regard to development efforts;
4. Advise and assist the City pertaining to incentives, infrastructure needs, partnering with developers and using development agreements to the best advantage of the City;
5. Serve as a liaison between the City and the development community as needed to facilitate the process of commercial investment in the community, including follow-up;
6. Advise and assist the City with planning and execution of further specific marketing efforts geared toward events and/or other development or economic opportunities as they arise, updates to pertinent economic development information on the City website and other tools necessary to market the City.

D. Other

The foregoing scope of services is exemplary only and Consultant may be called upon to perform such other tasks as are reasonably consistent with, and will best facilitate achievement of, the stated Objectives.

E. Acknowledgement of Disclaimer and Representation of Good Faith

1. Although Consultant expects to complete successfully the Objectives identified in subsection A. of this section, City acknowledges and agrees it is impossible to guarantee any level of investment (or any investment at all) because market conditions, retailers’ business plans, City policies and other market drivers are subject to change at any time and are beyond the control of Consultant. City acknowledges that Consultant expressly disclaims all warranties, either express or implied, with respect to general or specific results from services delivered.
2. In no event shall Consultant be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, internal expenses or opportunity costs, consequential damages, or other pecuniary loss) arising out of the use of, or failure of City to use, the services delivered or the results thereof, except to the extent such damages result from grossly negligent or intentional acts of Consultant.
3. The Consultant agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith.

II. Compensation

Description	Quantity	Unit Price	Cost
Consultation fee, per month, payable to Consultant monthly on the 15th of each month during the Term of the Agreement – Public Relations	12	\$1,000.00	\$12,000.00
Consultation fee, per month, payable to Consultant monthly on the 15th of each month during the Term of the Agreement – Economic Development	12	\$800.00	\$9,600.00
Travel and Lodging when on City business and only when specifically requested by the City and pre-approved by the City Manager###	TBD	TBD	TBD

Description	Quantity	Unit Price	Cost
Notes: specific deliverables, such as printing, web site development, posters, etc., are not included in the consultation fee and, if required, will be estimated separately based on the City’s specific public relations and economic development needs. Periodic reports and related information provided by Section J. of this Contract are included in the consultation fee and there will be no additional charge for such reports and information#			
			\$21,600.00#

IV. General Terms And Conditions

A. Termination.

City and Consultant agree that the term of this Contract is for twelve months, as specified above, and the Contract shall not be revoked, canceled or terminated by City except for gross negligence or intentional misconduct of Consultant or an unforeseeable bona fide change of circumstances rendering the Contract moot. The Contract shall not be revoked, canceled or terminated by Consultant except for a default of payment by City to Consultant that is not remedied within 30 days of notification by Consultant.

B. Subcontract/Assignment Notification

None of the work and services covered by this Contract may be subcontracted or assigned to any third party without written consent of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.

C. Amendments

The work and services to be performed and any other terms or conditions of this Contract may be amended only upon written agreement of both parties.

D. Event of Default.

An “Event of Default” under this Agreement shall be defined as, and shall occur when, either party fails or refuses to perform and/or pay in connection with any of its obligations or representations provided for in this Agreement, and if such failure or refusal shall continue uncured for 30 days following written notice of default served on the defaulting party by the non-defaulting Party.

E. Disputes, Interpretation, Remedies

1. In the occurrence of an event of default as provided by subsection D., or the parties fail to agree on the interpretation and implementation of any material provision of this Contract, the details of such event of default or disagreement shall be forwarded to the legal counsels of both parties for review and recommendation. Both parties shall attempt in good faith to resolve any dispute without further recourse.

2. In the event that the parties are unable otherwise to resolve any dispute under this Contract, the parties agree that such dispute shall be resolved by an appropriate action to be submitted to Dispute Resolution Consultants of Tulsa, Oklahoma. The results of mediation by DRC shall be non-binding on the parties.
3. Remedies shall be limited to actual monetary damages, without consequential or punitive damages; all attorney fees to be paid by losing party; and specific performance, as appropriate.
4. Neither forbearance nor payment by the City shall be construed to constitute waiver of any remedies for any default by the Consultant that exists then or occurs later.

F. Severability Clause

If any provision under this Contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract or its application that can be given effect without the invalid provision or application.

G. Hold Harmless Clause

The City understands and agrees that any advice or service provided under this Contract is true and correct to the best knowledge and ability of Consultant and will be provided in good faith. The City accepts full responsibility for its decisions to act or not act according to said advice and agrees to indemnify and hold harmless Crossroads Communications, LLC, its principals, employees, sub-contractors and associates pertaining to outcomes or situations that arise from the advice, materials or other items provided under this Contract, except to the extent otherwise provided by subsection E.2.

H. Personnel

1. The Consultant represents that it will secure all such personnel as may be required in performing the services provided under this Contract. Such personnel shall not be employees or agents of, or have any contractual relationship with, the City.
2. The Consultant has full responsibility for payment of workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
3. All of the services required hereunder will be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

I. Conflict of Interest

1. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to this Contract, shall have any personal financial interest, direct or indirect in such project or service, and the City shall take appropriate steps to assure compliance herewith.
2. The City covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services under this Contract. The City further

covenants that, in the performance of this Contract, no person having any such interest shall be employed.

3. No partner, member, associate or employee of the Consultant who exercises any function or responsibility in connection with the planning and carrying out of any project or service pursuant to the Contract, shall have any personal financial interest, direct or indirect in such project or service, and the Consultant shall take appropriate steps to assure compliance herewith.
4. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Contract. The Consultant further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

J. Reports and Information

1. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as the City may reasonably request pertaining to the services undertaken pursuant to the Contract, costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Contract.
2. Consultant shall furnish the City narrative reports and financial reports, as applicable, related to the performance of this Contract in the forms and at such times as may be required by the City.

K. Records and Audits

1. The City and its authorized representatives shall have the right, at any time during normal business hours and subject to a three-day notice of request, to audit, examine and make copies of or extracts from all documents, reports, correspondence, records and any other materials without limitation, to the extent they pertain to performing such audit, examination, copying or extraction, whether maintained in written, electronic, or other form, relating to or pertaining to this Contract kept by or under the control of the Consultant, its employees, agents, assigns, successors, and subcontractors.
2. Consultant shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this Contract throughout the Term of this Contract and for a period of five years following the termination of this Contract or any extension or renewal of this Contract. Consultant shall, as often as deemed necessary by the City, permit authorized representatives of the City and its authorized representatives to have full access to and the right to examine fully all such materials.
3. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by City. If an audit performed under this authority discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit from the Consultant. Any adjustments and/or payments that must be made as a result of any such audit of the Consultant's records shall be made within a reasonable amount of time (not to

exceed 90 days) from presentation of City's findings to Consultant. Such reimbursement shall not exhaust City's remedies under this authority.

L. Choice of Law.

This Agreement is made and entered into in the State of Oklahoma and shall in all respects be interpreted, enforced and governed under the laws of that state.

M. Entire Agreement.

This Agreement sets forth the entire understanding between the parties, and there are no terms, conditions, representations, warranties or covenants other than those contained herein. This Agreement supersedes any and all prior discussions or negotiations, whether oral or written, of the Parties.

N. Amendment or Termination.

No term or provision of this Contract may be amended, waived, released, discharged or modified in any respect, nor may this Contract be terminated or cancelled, except in writing signed by the parties.

O. Notice.

All notices required under this Contract may be in writing, communicated by mail or electronic means, or verbal, including telephone and cell phone, as reasonably appropriate or as required elsewhere in this Contract.

For notices to City

City of Coweta
Attn: City Manager
310 S Broadway
Coweta, OK 74429
rkolman@cityofcoweta-ok.gov

For notices to Consultant:

Crossroads Communications, LLC
Attn: Mandy Vavrinak, Managing Member
3732 S. Canton, Tulsa OK 74135
(918)-633-4397
mvavrinak@mac.com

In addition to any other notice required by this Agreement, the Parties shall provide each other notice in the event that the foregoing contact information changes or is updated within five business days of such change or update.

IN WITNESS WHEREOF, the City and Consultant have executed this Contract as of the date first written above.

Accepted for the City of Coweta/Coweta Industrial Development Authority

Evette Morris, Mayor/Chairman

Date _____

ATTEST:

Julie Casteen, City Clerk

Harold Chance, Trust Secretary

Approved:

Ron Cates, City Attorney

Accepted for Crossroads Communications, LLC

Mandy Vavrinak, Managing Member

Date _____



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: ERP Software Agreements

Date: July 3, 2020

BACKGROUND

The City of Coweta has been using Tyler Technologies INCODE software since 1994. While annual costs were initially under \$10,000 per year, current costs for supporting the INCODE software are about \$50,000 per year. The City owns the software and maintains the on-site server for this system through an IT contractor.

The City has outgrown the functionality of the existing system. Processes are inefficient and cumbersome, and errors happen on a frequent basis that require manual correction. Many processes require manipulation outside of the system using spreadsheets and databases. In addition, the ability to work remotely has become a strong requirement in case of another pandemic or a natural disaster.

Staff explored various options and narrowed the selection down to two providers: Tyler and Caselle. The cost to upgrade the existing system to a newer version of INCODE with no new features was quoted at a onetime fee of \$51,453, with an annual recurring cost of \$57,817. However, to add an effective time-keeping module brought the one-time cost to \$68,399, with an annual fee of \$63,463. The system would still lack critical features related to document storage, licensing, code enforcement, inspections, planning and cemetery operations.

Caselle provided an onsite demo of their system, which includes advanced document management features, electronic workflows, and an effective integration with Microsoft Office with enhanced data analysis tools. Users would be able to work remotely from any PC with an internet connection. All departments would be able to automate their processes to improve the efficiency of service to our citizens. In addition, moving to a cloud-based hosted environment eliminates the need to maintain a large onsite server and backup system, and leaves our data less susceptible to ransomware attacks.

The cost of the Caselle hosted system is a onetime fee of \$75,320, with annual licensing fees of \$65,952.

STAFF RECOMMENDATION

Staff recommends approval of the agreements with Caselle, Inc.

Attachments:

Caselle, Inc. Software Use Agreement
Caselle, Inc. Software as a Service Agreement

Caselle Hosted Software and Services Proposal



Caselle® Hosted Software & Services Proposal

City of Coweta, OK

June 10, 2020

From:

Ryan Ellertson, Territory Manager
rje@caselle.com

Caselle[®] Hosted Software & Services Proposal
City of Coweta, OK
June 10, 2020

Proposal Summary

License Type	Hosted
Total Training	\$20,000
Total Setup	23,950
Total Conversion	31,370
Total Investment	\$75,320

A deposit of \$50,000 is required with order. The remaining
\$25,320 will be due upon completion of training.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Coweta is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

Caselle® Hosted Software & Services Proposal
City of Coweta, OK
June 10, 2020

Proposal Detail

<i>Caselle®</i> Application Software	License Type	Training	Setup	Conversion	Total
General Ledger	Hosted	\$1,500	\$700	\$2,600	\$4,800
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	1,500	1,500
miExcel Suite (GL, PR, AP, UM, PA)	Hosted	Included	3,500	-	3,500
Payroll/Direct Deposit	Hosted	2,250	1,750	1,870	5,870
Electronic W2/1099	Hosted	Included	-	-	-
Timekeeping	Hosted	750	500	-	1,250
Human Resources	Hosted	375	-	-	375
Online Pay Stubs/W2's	Hosted	-	3,000	-	3,000
Accounts Payable	Hosted	375	500	1,500	2,375
Purchases & Requisitions	Hosted	375	-	-	375
Accounts Receivable	Hosted	750	500	500	1,750
Utility Management	Hosted	2,250	1,500	8,300	12,050
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	375	500	-	875
Online Mapping	Hosted	-	-	-	-
Maintenance Orders	Hosted	375	500	-	875
Cash Receipting	Hosted	375	500	-	875
Check Endorsement	Hosted	Included	-	-	-
Online/Electronic Payments	Hosted	500	2,250	-	2,750
Asset Management	Hosted	375	500	500	1,375
Business License	Hosted	375	500	300	1,175
Cemetery Management	Hosted	Included	-	500	500
Court Management	Hosted	2,250	1,500	-	3,750
Project Accounting	Hosted	1,500	500	-	2,000
Caselle Document Management	Hosted	3,000	2,000	-	5,000
Community Development Suite	Hosted	-	-	-	-
Permitting	Hosted	750	1,000	13,800	15,550
Online Mapping	Hosted	-	-	-	-
Planning & Zoning	Hosted	750	1,000	-	1,750
Approvals & Notifications	Hosted	375	500	-	875
Code Enforcement	Hosted	375	500	-	875
Eleven (11) Concurrent User Licenses	Hosted	-	-	-	Included
Grand Total	Hosted	\$20,000	\$23,950	\$31,370	\$75,320

Caselle[®] Hosted Software & Services Proposal
City of Coweta, OK
June 10, 2020

Notes:

1. The training will take place at Caselle.
2. The monthly credit card and electronic payment transaction fees will be billed by Xpress Bill Pay.
3. Online Paystubs includes 110 employees paid bi-weekly and annual W2's. Software Assurance will be adjusted if the number of employees exceeds this estimate.
4. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), fifteen (15) Concurrent User Licenses, fifteen (15) Advanced Workflow Licenses and the Caselle Integration.
5. History Conversion is available on a per bid basis. Additional fees may apply upon review of existing legacy data.

Caselle[®] Hosted Software & Services Proposal
City of Coweta, OK
June 10, 2020

General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

- | | |
|--|--|
| Hardware, Network, & Database Software Requirements | It is the responsibility of the customer to meet the attached Caselle System Requirements. Prior to the implementation, your SQL Server installation must be complete. Customers requesting additional assistance with Microsoft SQL Server installations are asked to contact Executech, Caselle's authorized contractor at (801) 253-4541. Charges will be billed at the rate of \$105 per hour upon approval by the customer. You will be invoiced by Caselle for these services. |
| Source Code | Source code is held in escrow with InnovaSafe, Inc. Technology Protection Services and requires a beneficiary enrollment form, available upon request. An annual fee of \$200 will apply. |
| Software License Fees | The price quoted is based on the number of concurrent users listed in the proposal. Additional concurrent user licenses are \$2,000 each. |
| Training | Unless otherwise quoted, training will take place at Caselle's Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday. |
| On-site Implementation Assistance | If on-site implementation assistance is quoted, this may include a pre-implementation customer process evaluation meeting. We will review your current processes and determine what is required to make a smooth transition to the Caselle software system. Additional on-site assistance days may be quoted to assist during and after the implementation. This insures that you are utilizing the Caselle application features to the full benefit of your organization. |
| Travel Expenses | If on-site training or implementation assistance is quoted, travel expenses will be estimated based on the number of days and trips required. Actual expenses will be invoiced when implementation is complete. |



Caselle® Hosted Software & Services Proposal
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Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion, and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

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Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

General Ledger Setup

- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
- Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
- Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,300 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

3 bank accounts are included

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Payroll/Direct Deposit Setup

- Set up necessary pay codes for gross pay, deductions, taxes, and benefits.
- Set up check formats for the Employee Payroll Check and Vendor Remittance for applicable deductions.
- Create a custom Checklist to document all necessary payroll procedures for pay periods and year-end.
- Set up default reports for all necessary payroll reporting, including:
 - Transmittals
 - Standard State/Federal Reporting
- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up bank file with all necessary employee bank routing information.
- Format one direct deposit voucher and one transmittal voucher.
- Additional form set up, such as timesheets will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each employee's information will be converted. This information includes the employee name, address, Social Security number, exemptions, and worker's compensation status.
- Each employee's wage distribution for salary and benefits will be established.
- Employee pay codes for all wages, deductions, taxes, benefits, and reimbursements will be converted.
- Payroll YTD information will be entered and reviewed to ensure W-2 information is accurate at year-end.
- Payroll processing to verify data conversion is accurate will be completed.
- Payroll YTD totals, leave time, hours, and benefits will be balanced to the existing system if supporting reports are provided.
- Caselle will provide reports of the converted data for auditing purposes.
- Each employee file will be set up with the employee's bank routing account information for full ACH compatibility. A pre-notification test file will be generated and verified to ensure accuracy.

110 employees are included

Timekeeping Setup

- Establish activity codes and appropriate payroll overrides.
- Set up and define task codes, including descriptions and General Ledger override accounts, if necessary.
- Set up employee defaults for tasks, activities, and shifts.
- Set up applicable FLSA shifts with beginning dates, ending dates, and default hours.

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Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

750 vendors are included

Purchases & Requisitions Setup

- Format one purchase order form.
- Create a Checklist to document Purchase Order procedures.
- Additional custom purchase order form set up will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

250 accounts are included

Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

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Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

4,150 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Maintenance Orders Setup

- Set up the Maintenance Order options (including personnel, department, and actions).
- Customize Maintenance Order data entry screens.
- Format three Maintenance Order form layouts.
- Set up organization information.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Cash Receipting Setup

- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
- Set up category and distribution codes.
- Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
- Create default reports to assist in daily operation.
- Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

Online/Electronic Payments Setup

- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
- Set up Utility Direct Pay.
- Set up Xpress Bill Pay, Caselle's authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

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Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Business License Setup

- Format one form layout for each of the following: business license, renewal letter, delinquent notice, and application.
- Set up billing rates, billing frequencies, license types, and business activities.
- Additional forms or licenses will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- All applicable business information and account balances will be converted.
- Business information includes the owner, manager, license type, and business codes, if provided.
- All standard reports will be set up.

50 businesses are included

Cemetery Management Data Conversion

- The Lot Location format will be set up.
- The lot, owner, and deceased information will be converted.
- A cemetery deed form will be set up.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Court Management Setup

- Use the court information you provide to structure all codes. Codes will cross-reference surcharge, state assessment, and so on.
- Format up to six Follow-up letters. Docket information will accurately default into all correspondence.
- Set cross-reference flags for witness letters, jury letters, pre-trial hearings, failure to comply notices, change of trial dates and/or hearings, appeals, non-appearance, bench warrants, etc.
- Set up special codes to handle collections, community service, jail time, jail credits, DUI School, counseling, etc.
- Create a Checklist to document daily, monthly, and year-end procedures.
- Additional Follow-up letters will be billed at the rate of \$100 per letter. Letters that have multiple pages will be billed \$100 for each additional page included in the form.

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Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

Community Development Setup

- Setup services will assist customers in initial software configuration such as codes, rates, permit types, fees, etc. A representative will provide consulting and software setup via telephone and email prior to product shipping. All parcel data and current owner information will be entered when submitted in the requested format. Property Parcel Data does not include data export from any other system or custom conversion. Property information will need to be entered into the Caselle Load Table by the customer.
- If customer completes the Caselle Load Tables for Property and Owner, Contractor and open Permits, there will be no conversion charges.
- If Caselle Load Tables are not used and data is submitted in another format, there will be a \$2.00 charge per property, contractor, open permit record, and historical record in addition to the setup fee.

Data Conversion

- All property and owner parcel data will be entered when submitted in the requested format.
- All Open Permits will be entered when submitted in the requested format.
- Contractor information will be entered when submitted in the requested format.
- If historical data needs to be converted, data will be loaded into a Caselle Archive History Table as read only and can be exported or viewed in Property Inquiry and Table List reports. Historical data from existing system will not be converted as Caselle transactions.
- Caselle Load Tables will need to be populated by the customer.
- All needed forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

6,900 properties are included

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

City of Coweta
PO Box 850
Coweta, OK 74429

TERMS OF SERVICE

These Terms of Service constitute an agreement (this "Agreement") by and between Caselle, Inc., a Utah Corporation, ("Provider") and the City of Coweta, OK, ("Recipient").

1. Definitions.

- (a) "Account" refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) "AUP" refers to Provider's acceptable use policy as described in Schedule B.
- (c) "Authorized Representative" refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) "Data Policy" refers to Provider's standard data deletion policy as described in Schedule A of this Agreement.
- (e) "Effective Date" refers to the date of this Agreement.
- (f) "Materials" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) "Recipient Data" refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) "Service" refers to Provider's hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider's website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) "Service Failure" refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.

(b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$5,496.00. The Service fee will be considered due five (5) days before the start of the calendar month of Service.

3. Service Level Agreement.

In the event of any "Service Failure," as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient's monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient's sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

(a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.

(b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

(a) *AUP.* Recipient will comply with the AUP. In the event of Recipient's material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.

(b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

6. Each Party's Warranties.

(a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.

(b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened

claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider’s liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of thirty (30) days, unless

either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.

- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at City of Coweta, PO Box 850, Coweta, OK 74429, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten (10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Oklahoma, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Oklahoma.
- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching “parental control protection” or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal is considered part of this Agreement.

The signatures below indicate each party’s acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

CITY OF COWETA

By: 

By:

Name: Alan S. Hutchings

Name:

Title: President

Title:

Date: June 10, 2020

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient’s customers or other third parties, or collected or accessible directly from Recipient, (collectively, “Data”) other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient’s written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. (“Erase” and “Erasure” refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals’ Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider’s obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any “Leak”) that comes to Provider’s attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider’s expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider's service (the "Service") conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this "AUP") may lead to suspension or termination of the Recipient's use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.

SOFTWARE USE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

CITY OF COWETA
PO Box 850
Coweta, OK 74429

("Caselle")

("You" or "Your")

You agree to Use the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$75,320.00

Deposit: \$50,000.00

Balance Due \$25,320.00

Items

License Type	Hosted
Total Training	\$20,000.00
Total Setup	23,950.00
Total Conversion	31,370.00
Total Price	<u>\$75,320.00</u>

The attached Proposal is considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

CITY OF COWETA

By:



By:

Name & Title: Alan S. Hutchings, President

Name & Title:

Date: June 11, 2020

Date:

CASELLE, INC.
SOFTWARE USE AGREEMENT

Grant of Right

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive right ("Right") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software Use Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Balance shall be paid by You upon execution of this Software Use Agreement. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

Rights

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Right, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Transfer or assign the Software and the rights under this agreement to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software Use Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing at least 30 days prior to the date of termination Your Right terminates automatically if you materially fail to comply with any terms or conditions of this Agreement.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this Right. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns.
- d) In addition, You agree that You will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and You hereby consent to the jurisdiction of State and Federal courts in Oklahoma. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 18/04



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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Location: 25701 East 107th Street South
Zoning: Residential Single-Family (RS-1)
Re: CLS 20-04 – Minor Subdivision (Lot Split)
Date: 07.06.2020

BACKGROUND

The applicant has applied for a Minor Subdivision (Lot Split) on the subject property. This tract of land lies within the (RS-1) Residential Single-Family District. The proposed Tract 1 contains an existing residence and will continue to meet the minimum yard requirements for the Residential Single-Family (RS-1) District.

The applicant requested a rezone (CZ 20-09) of Tract 2, from Residential Single-Family (RS-1) zoning to the Industrial Light (IL) zoning. A Technical Advisory Committee (TAC) Agenda was sent on March 30, 2020. City Staff received no adverse comments to the proposed minor subdivision.

Surrounding Tract: N: RS-1 E: RS-1 S: IL W: AG

Legal Description:

Original Tract: The South 209 feet of the North 418 feet of the West 217 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter NW/4 NW/4 SW/4 LESS the North 25 feet thereof and LESS and LESS West 25 feet thereof, in Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

Tract 1: The South 99 feet of the North 338.59 feet of the West 217 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter NW/4 NW/4 SW/4 LESS the North 25 feet thereof and LESS and LESS West 25 feet thereof, in Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

Tract 2: The South 85 feet of the North 418 feet of the West 217 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter NW/4 NW/4 SW/4 LESS West 25 feet thereof, in Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

STAFF COMMENTS

The Planning Commission made a recommendation for approval to the Coweta City Council of the Minor Subdivision (Lot Split) request. Staff recommends the City Council review the legal standards and apply the facts to those standards in considering any motion.

ATTACHMENTS

1. TAC Agenda
4. Zoning Map

2. Location Map
5. Lot Split Exhibit

3. Aerial View Map

CLS 20-04 Chance Cummisky Minor Subdivision



IH

IL

105th

105th

CHANCE CUMMISKY PROPERTY

RS-1

107th

Tract 1

Tract 2

15E18N27

RS-1

108th

AG

257th East

IL

Legend

ZONE_TYPE

- AG Agriculture
- CG General Commercial
- IH Heavy Industrial
- IL Light Industrial
- RS-1 Residential Single Family

CLS 20-04 Chance Cummisky Minor Subdivision

CHANCE CUMMISKY PROPERTY

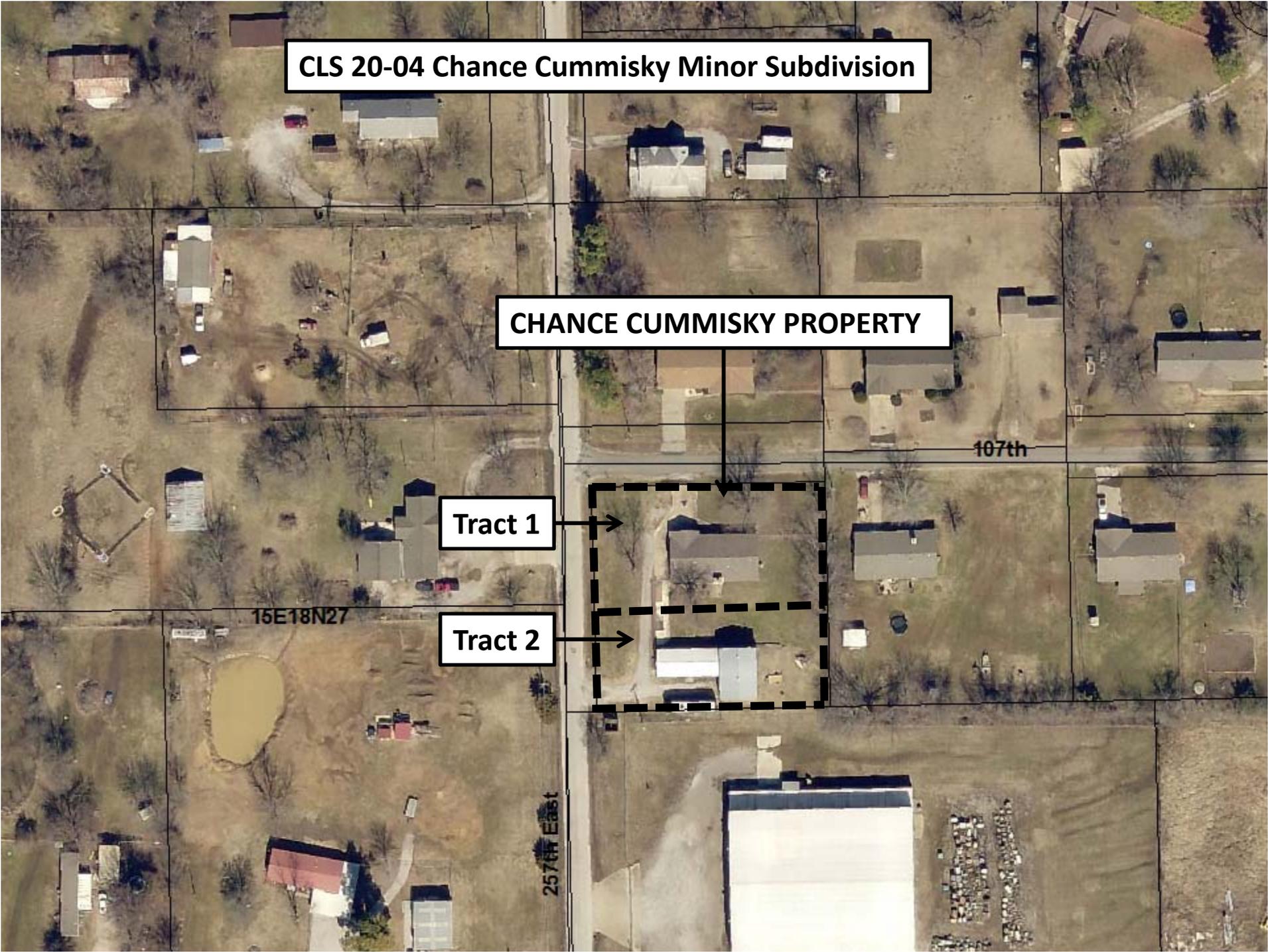
Tract 1

Tract 2

107th

15E18N27

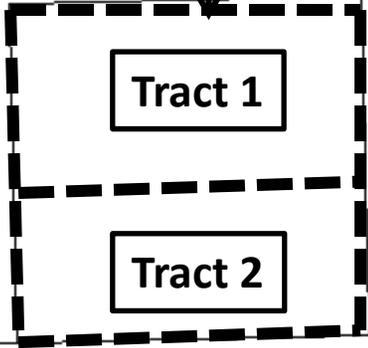
257th East



CLS 20-04 Chance Cummisky Minor Subdivision



CHANCE CUMMISKY PROPERTY



107th

15E18N27

257th East

LOT SPLIT

THIS IS A PRELIMINARY LOT SPLIT, THEREFORE MONUMENTS HAVE NOT BEEN SET. IRON PINS WILL BE SET ON CORNERS AFTER NOTICE OF APPROVAL OF LOT SPLIT.

LEGAL DESCRIPTION

TRACT 1: THE SOUTH 99.00 FEET OF THE NORTH 338.59 FEET OF THE WEST 217.00 FEET OF THE NW/4 NW/4 SW/4 LESS THE WEST 25.00 FEET IN SECTION 26, T18N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA. CONTAINING 16,320 SQUARE FEET, MORE OR LESS.

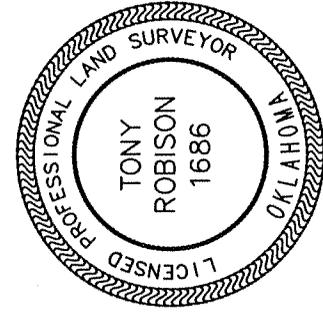
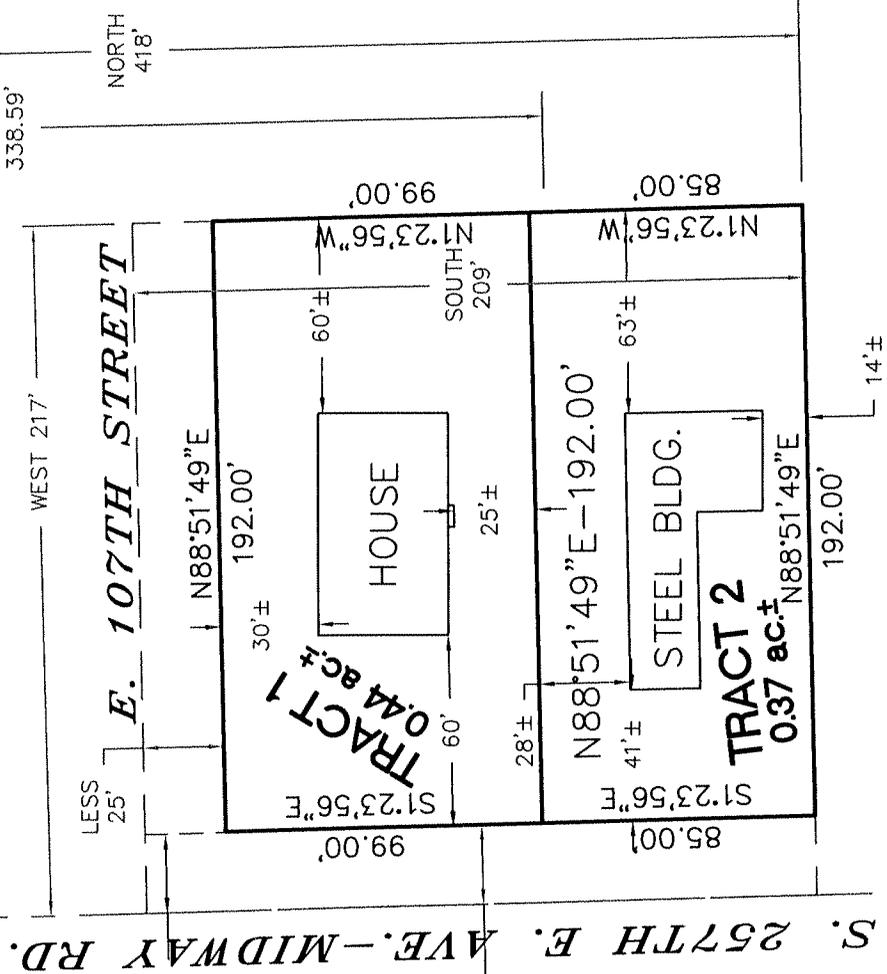
TRACT 2: THE SOUTH 85.00 FEET OF THE NORTH 418.00 FEET OF THE WEST 217.00 FEET OF THE NW/4 NW/4 SW/4 LESS THE WEST 25.00 FEET IN SECTION 26, T18N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA. CONTAINING 19,008 SQUARE FEET, MORE OR LESS.

LOCATION MAP

SEC. 26 T 18 N, R 15 E

SCALE: 1" = 60'

- = IRON PIN
- x— = FENCE
- (M) = MEASURED
- (R) = RECORD



6/16/2020

Tony Robison
 TONY ROBISON, LAND SURVEYOR NO. 1686

Heartland Surveying & Mapping, PLLC

CA #4849
 600 Emporia St., Ste. "C"
 Muskogee, Oklahoma 74401
 (918) 682-7796

FOR: CHANCE CUMMISKY

REV. DATE: 6/16/2020

REV. DATE: 3/11/2019

DATE: 3/5/2019

THIS SURVEY MEETS MINIMUM TECHNICAL SURVEY STANDARDS.

BEARINGS ARE BASED ON
 NAD83(93) OKLAHOMA
 STATE PLANE COORDINATE
 SYSTEM, NORTH ZONE.

W.O.# 7489

SURVEYED BY: RT/RG

DRAWN BY: CS

Last Site Visit: 2-13-19



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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: CZ 20-09 Rezone
Location: 25701 East 107th Street South
Zoning: Residential Single Family (RS-1)
Date: 07.06.2020

BACKGROUND

Chance Cummisky is seeking to rezone property located at 25701 East 107th Street South from Residential Single Family (RS-1) to Industrial Light (IL). This rezoning would allow for automotive plastic parts manufacturing in an existing detached accessory building on the property through the operation of a 3D printer. **Please reference the applicant's Narrative for more information about the equipment and its specifications.**

Property Legal Description: The South 85 feet of the North 418 feet of the West 217 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (NW/4 NW/4 SW/4) LESS West 25 feet thereof, in Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

The applicant has also requested a Minor Subdivision (Coweta Lot Split - CLS 20-04) to divide the original Tract into two tracts. Tract 1 would be the applicant's current residence. Tract 2, which has an existing detached accessory building, would house the proposed automotive 3D plastic parts manufacturing business. This rezone is contingent upon City Council approval of the requested lot split. Staff received one (1) comment from Rural Water District #4 through the Technical Advisory Committee (TAC) process stating they have no problem with this rezone application.

Present Zoning: Residential Single Family (RS-1)
Proposed Zoning: Industrial Light (IL) for Tract 2

Adjacent Zoning:

North: Residential Single Family (RS-1); East: Residential Single-Family (RS-1)
South: Light Industrial (IL); West: Agriculture (AG)

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. The Comprehensive Plan Map specifies this area as a low-intensity land use area.

Should the City Council approve this rezone request, the Tract 2 area would be required to meet all zoning requirements per the City of Coweta Zoning Code.

STAFF COMMENTS

The Planning Commission made a recommendation for approval of the rezone request to the Coweta City Council; however, they had some concern about all IL uses being allowed through the potential rezone

Staff recommends approval if the proposed Industrial Use does not have any detrimental effects on the neighborhood.

ATTACHMENTS

- | | | |
|--------------------------|--------------------------|----------------------|
| 1. Public Hearing Notice | 2. Location Map | 3. Aerial View Map |
| 4. Zoning Map | 5. Applicant's Narrative | 6. Ordinance No. 836 |

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 836

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM RESIDENTIAL SINGLE FAMILY (RS-1) CLASSIFICATION TO INDUSTRIAL LIGHT (IL) 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, TO-WIT:

SECTION ONE (1): ZONING CLASSIFICATION

The following described property is hereby rezoned from Residential Single Family (RS-1) classification to Industrial Light (IL), **to wit:**

TRACT 1: The South 85 feet of the North 418 feet of the West 217 feet of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter NW/4 NW/4 SW/4 LESS West 25 feet thereof, in Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof.

SECTION TWO (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 THREE (3): REPEALER

All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION FOUR (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 FIVE (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, with the Emergency Clause voted upon and approved separately, on the ____ day of _____ 2020.

Evette Morris, Mayor

ATTEST: _____, Julie Casteen, City Clerk

APPROVED AS TO FORM AND LEGALITY: _____, Ronald D. Cates, City Attorney

I am requesting a zone change for my shop located at 25701 E 107th St S for the purpose of running my own business. I would like to provide a brief background of my experience and business plans. I am a OSU-IT alum, where I was educated in automotive repair through the Mopar CAP program. I graduated summa cum laude, and top of my class which provided me the opportunity to work for a well-known dealership as well as take programs to be a master automotive technician.

Through my employment at the dealership, I have noticed some of the challenges older techs face after years of subjecting their bodies to the heavy hardship that automotive repair entails. Even I, in just my relatively short tenure in the field, have experienced some of this to a lesser degree. Which leads me to this zone change, as a way of staying in business in the field, but in an alternative that would be much less stress to my body in the future.

I have noticed a gap in the availability of plastic trim and interior parts for older makes and models of vehicles. It is well known that these parts become brittle and easy to break, but then become a challenge to find suitable replacements that haven't deteriorated themselves when manufacturers no longer make these parts. I plan to remedy this by using 3D printing technology to manufacture these pieces to order, before shipping them to the customer. Using downloadable CAD files with original measurements, the 3D printer uses spools of plastic to replicate the part to exact specification, and in specific colors. I have taken drafting classes in high school at Tulsa Tech (autoCAD), as well as classes in the operation of 3D printers and equipment at the FabLab in Tulsa.

I purchased the property in question specifically with the vision of turning the shop behind it into an opportunity to be a business owner. The previous owner operated an embroidery company out of it. This made it the perfect location for the business I have in mind, because it is already set up for large commercial sewing and embroidery machines, which happen to be similar in size and power requirements to commercial 3D printers. 3D printers are quiet, and do not emit noxious odors, in fact the first 3D printer I have experience with was located in the library at OSU, and there was one in the library at my wife's college as well. There is even one located at the Tulsa City Library, Zarrow location. Due to the mail order nature of this business, I would not have customers onsite. Cars are more and more being fabricated from plastics, so these parts will continue to grow in high demand. I originally thought that the previous owner had it zoned industrial, as it was difficult to tell the location of the boundary line because the shop on the other side of mine was zoned industrial. This was not the case, which leads me to respectfully request that the shop behind my house be rezoned from RS1 to industrial.

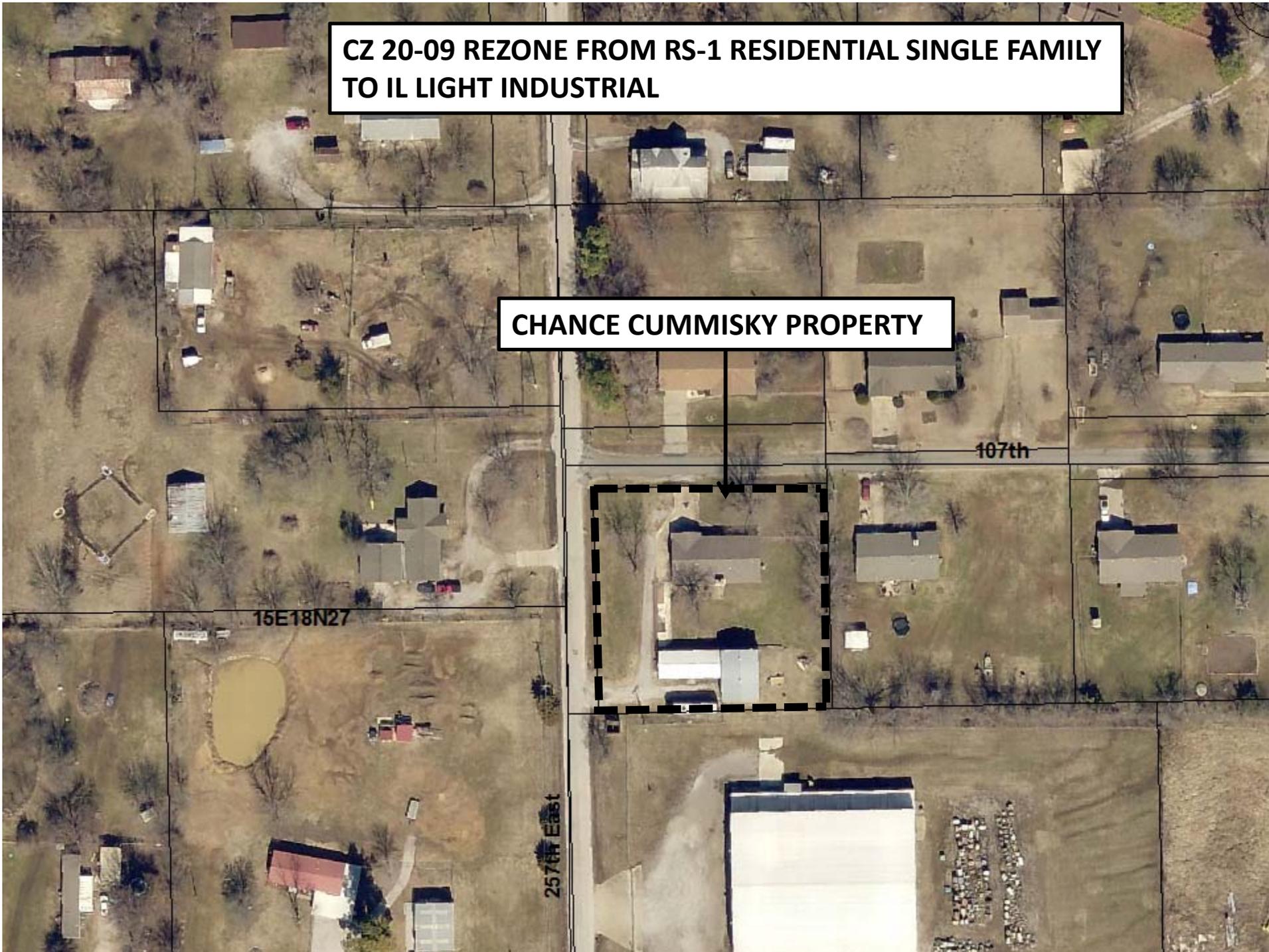
**CZ 20-09 REZONE FROM RS-1 RESIDENTIAL SINGLE FAMILY
TO IL LIGHT INDUSTRIAL**

CHANCE CUMMISKY PROPERTY

107th

15E18N27

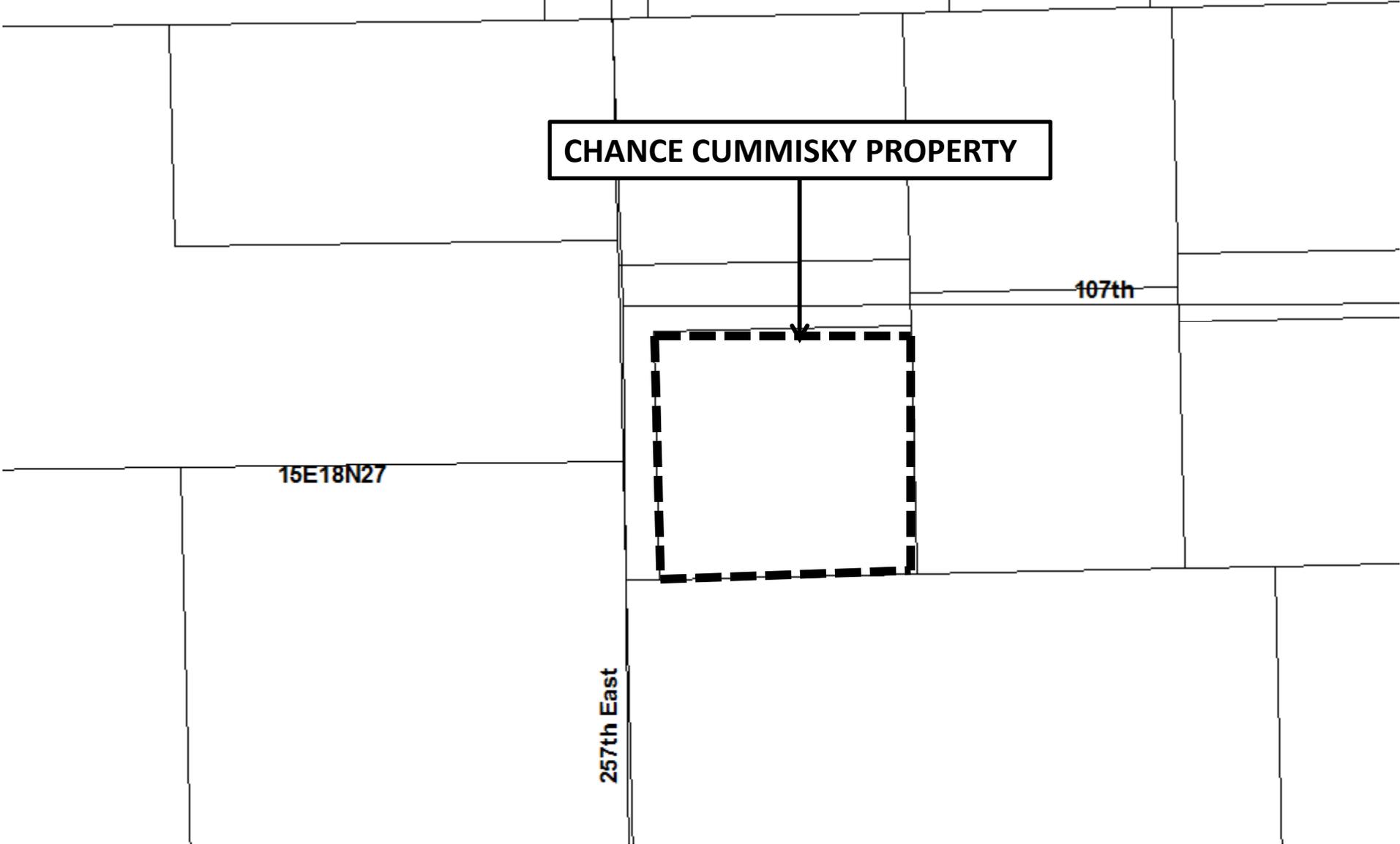
257th East



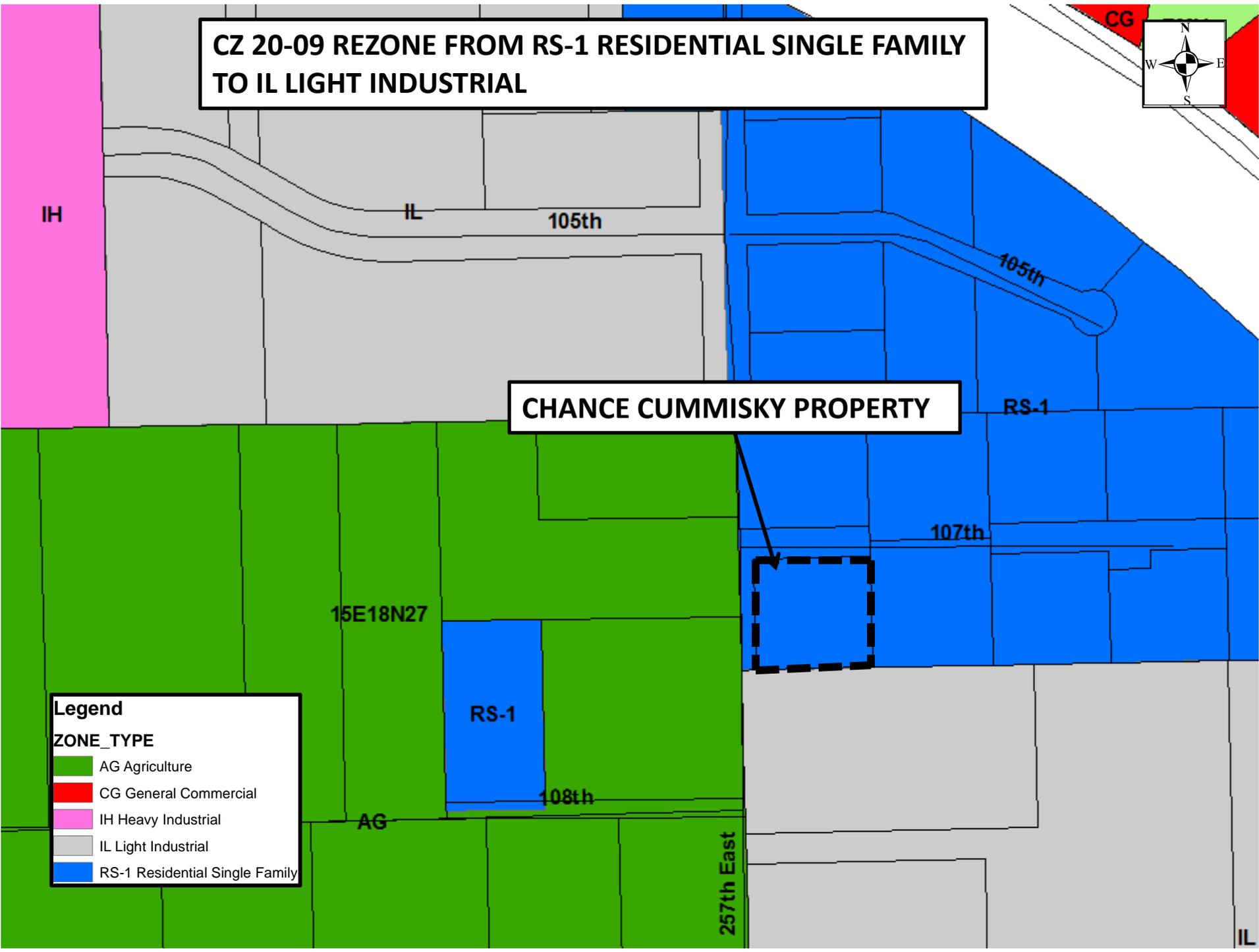
**CZ 20-09 REZONE FROM RS-1 RESIDENTIAL SINGLE FAMILY
TO IL LIGHT INDUSTRIAL**



CHANCE CUMMISKY PROPERTY



CZ 20-09 REZONE FROM RS-1 RESIDENTIAL SINGLE FAMILY TO IL LIGHT INDUSTRIAL



CHANCE CUMMISKY PROPERTY

Legend

ZONE_TYPE

- AG Agriculture
- CG General Commercial
- IH Heavy Industrial
- IL Light Industrial
- RS-1 Residential Single Family



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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Location: 27541 East 121st Street South
Zoning: Commercial General (CG)
Re: Case Number: CZ 20-07 for PUD-C 20-01
Date: 07-06-2020

BACKGROUND

The applicant, Gnomon, LLC, is seeking a Planned Unit Development (PUD) PUD-C 20-01. The property is approximately 2.2 acres, more or less, in Coweta, Oklahoma located east of the Northeast corner of State Highway 51 and East 121st Street South, at 27541 East 121st Street South, in Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

The applicant has submitted a PUD application to cover the proposed medical marijuana dispensary and grow manufacturing businesses for this parcel of land. The applicant will need Specific Use Permits for the two (2) medical marijuana business covered in PUD-C 20-01.

The Planned Unit Development proposes the zoning of Commercial General (CG) and Industrial Light (IL) that will allow for both businesses to operate on the same property, within the existing structures, with the City of Coweta PUD approval. Special attention was given by the applicant to specifically state in the PUD the only Industrial use allowed would be the Medical Marijuana grow/manufacturing facility.

When the City of Coweta Comprehensive Plan was adopted in 1994, certain uses (i.e. Medical Marijuana businesses) were not in existence. However, today uses may be of such size, nature, or location that their existence should now be recognized. Changing conditions make it necessary for the Comprehensive Plan to be amended from time to time. Staff is comfortable with this amendment.

Staff finds this request, with the PUD use restrictions, to be in accordance with and meets the objectives of the City of Coweta Comprehensive Plan

STAFF COMMENTS

The Planning Commission made a recommendation for approval (4-0) with staff recommended conditions to establish a Planned Unit Development (“PUD”) PUD-C 20-01. Staff recommends approval with the following conditions:

1. The only Industrial Light (IL) use allowed on this property is the Medical Marijuana Business grow/manufacturing business.
2. The employee parking and storage of equipment “gravel” area listed, and depicted on page 10 of 17, will need to be constructed of an All-Weather Material: A hard surface, dust-free material, as defined in the City of Coweta Zoning Code.
3. Specific Use Permit for Medical Marijuana Business – Dispensary Facility
4. Specific Use Permit for Medical Marijuana Business – Manufacturing and Grow Facility

ATTACHMENTS

- | | | |
|--------------------------|-----------------|----------------------|
| 1. Public Hearing Notice | 2. Location Map | 3. Aerial View Map |
| 4. Zoning Map | 5. PUD-C 20-01 | 6. Ordinance No. 835 |

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 835

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA CREATING A PLANNED UNIT DEVELOPMENT OVERLAY (PUD-C 20-01) FOR A TRACT OF LAND LOCATED IN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, AS MORE PARTICULARLY HEREINAFTER DESCRIBED, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT, TO-WIT:

SECTION ONE (1): ZONING CLASSIFICATION

The following described property is hereby rezoned from Commercial General (CG) and Industrial Light (IL) to Planned Unit Development designation, to wit:

Legal Description Overall (PUD Development Area)

A tract of land located in Section 36, Township 18 North, Range 15 East of The Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows:

Lot 2, Block 2, CREEK HOLLOW, a subdivision of part of S1/2 of SW1/4 tract of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

Legal Description Commercial General (CG) Zoning District (PUD Development Area)

The West 60 feet of Lot 2, Block 2, CREEK HOLLOW, a subdivision of part of S1/2 of SW1/4 tract of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

Legal Description Industrial Light (IL) Zoning District (PUD Development Area)

The East 240 feet of Lot 2, Block 2, CREEK HOLLOW, a subdivision of part of S1/2 of SW1/4 tract of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

SECTION TWO (2): ZONING MAP

The Official Zoning Map of the City of Coweta be and hereby is amended to reflect the actions taken in Section One.

SECTION THREE (3): REPEALER

All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION FOUR (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 FIVE (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, with the Emergency Clause voted upon and approved separately, on the ____ day of _____ 2020.

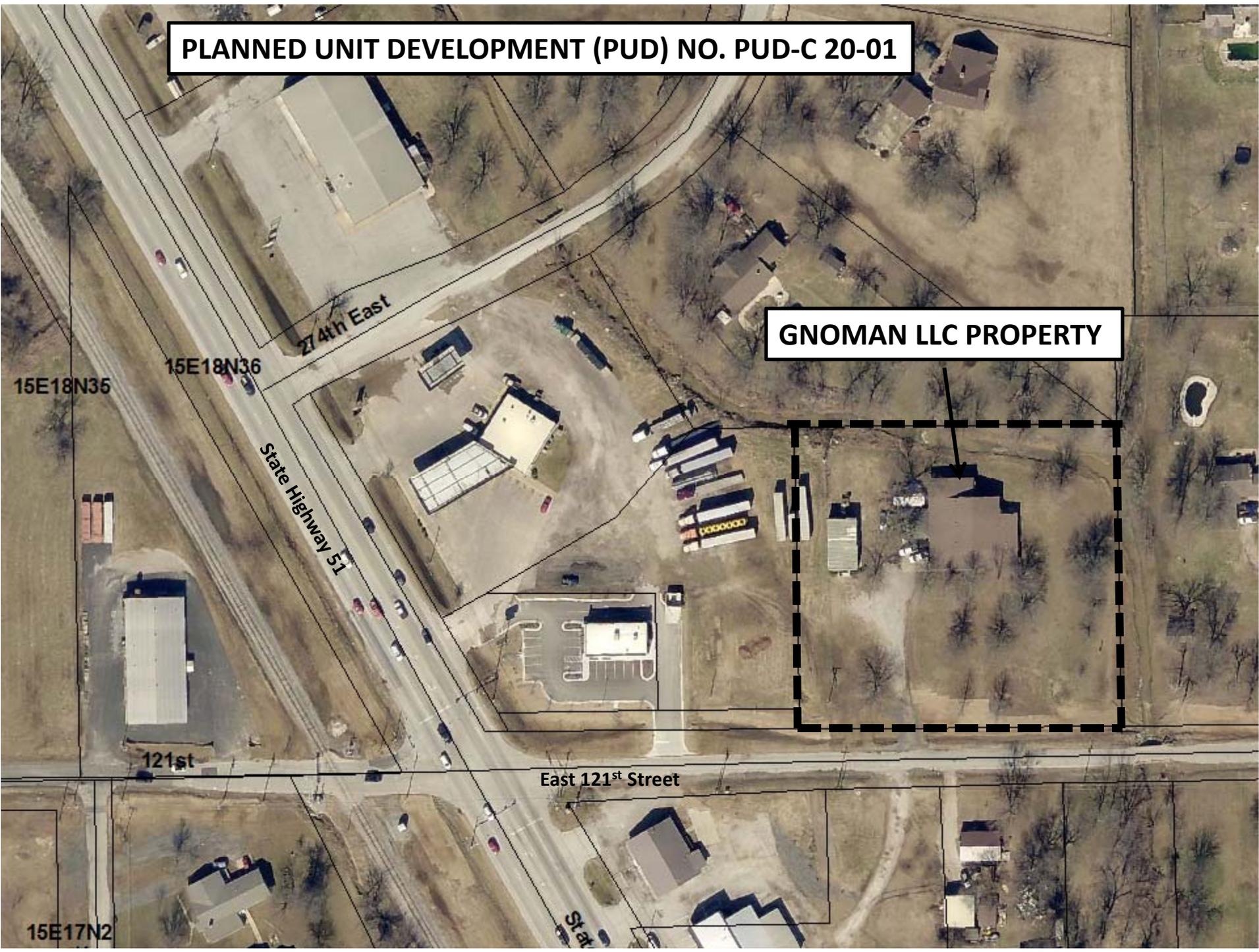
Evette Morris, Mayor

ATTEST: _____, Julie Casteen, City Clerk

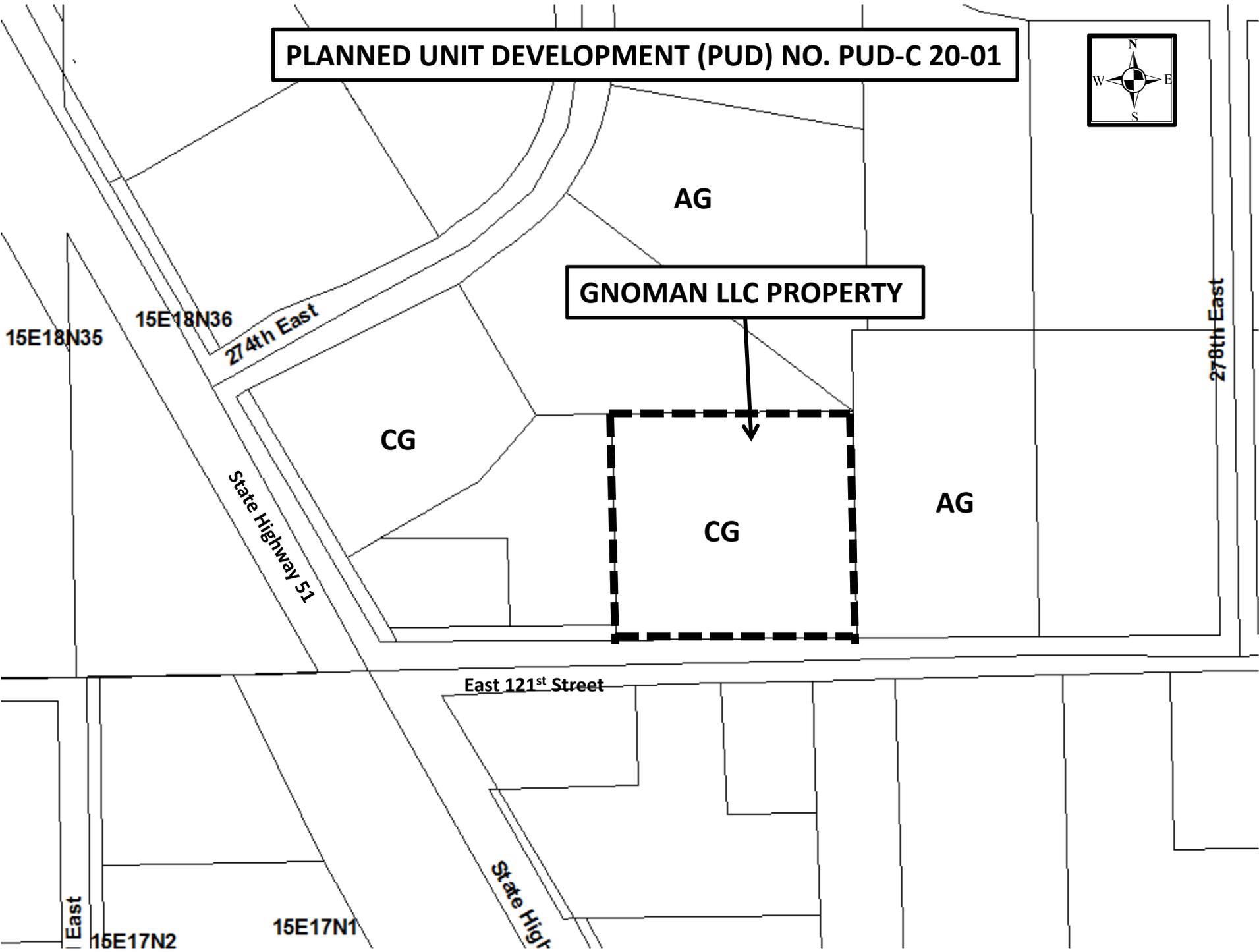
APPROVED AS TO FORM AND LEGALITY: _____, Ronald D. Cates, City Attorney

PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-C 20-01

GNOMAN LLC PROPERTY



PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-C 20-01



15E18N35

15E18N36

274th East

State Highway 51

CG

AG

GNOMAN LLC PROPERTY

CG

AG

278th East

East 121st Street

East

15E17N2

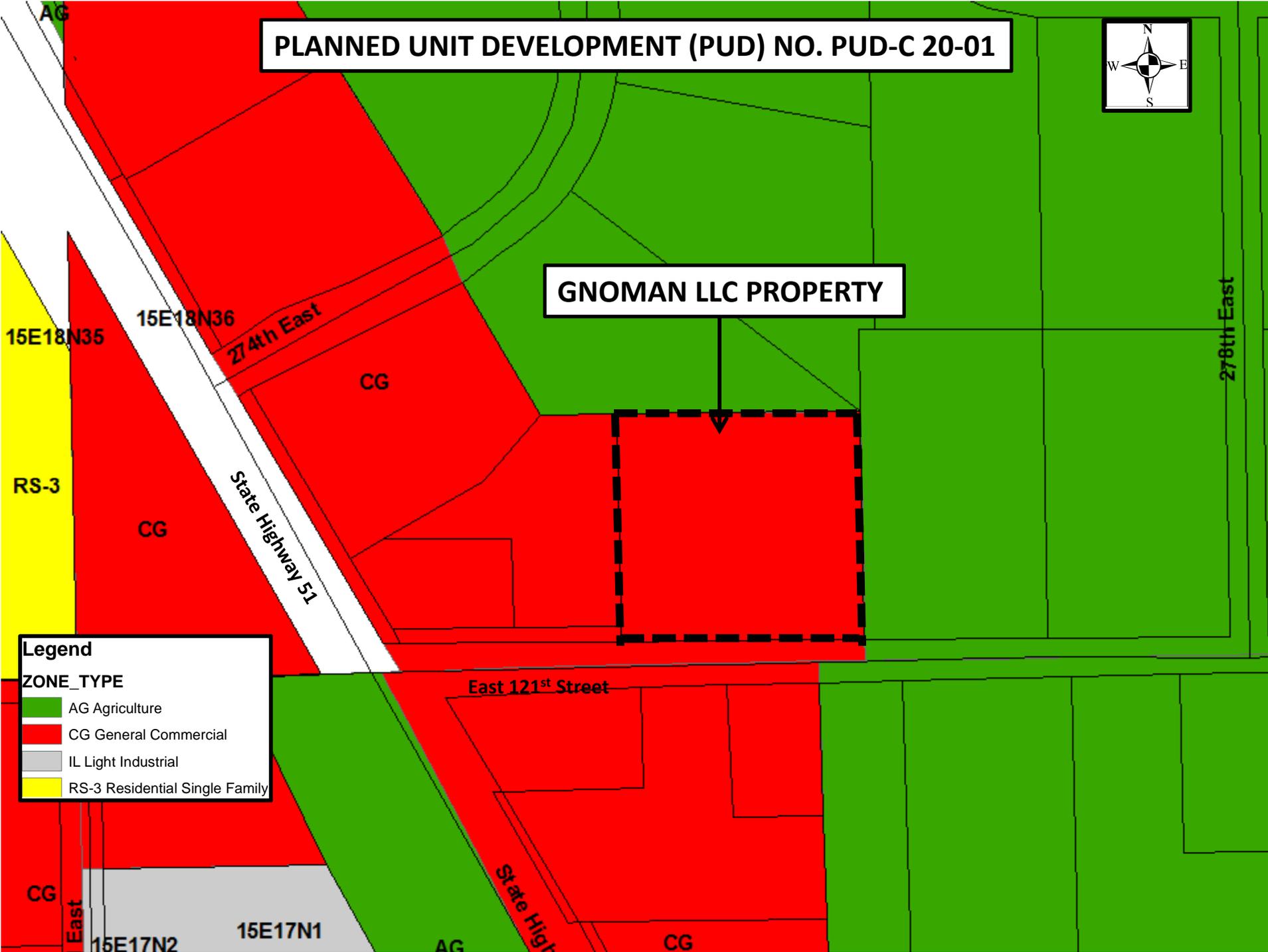
15E17N1

State High

PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-C 20-01



GNOMAN LLC PROPERTY



Legend

ZONE_TYPE

- AG Agriculture
- CG General Commercial
- IL Light Industrial
- RS-3 Residential Single Family

PUD-C Application Overview

And Site Plan

27541 E 121st Street South

Coweta, Ok 74429

Owners / Applicants:

Jason Smith and Johnna Knapp

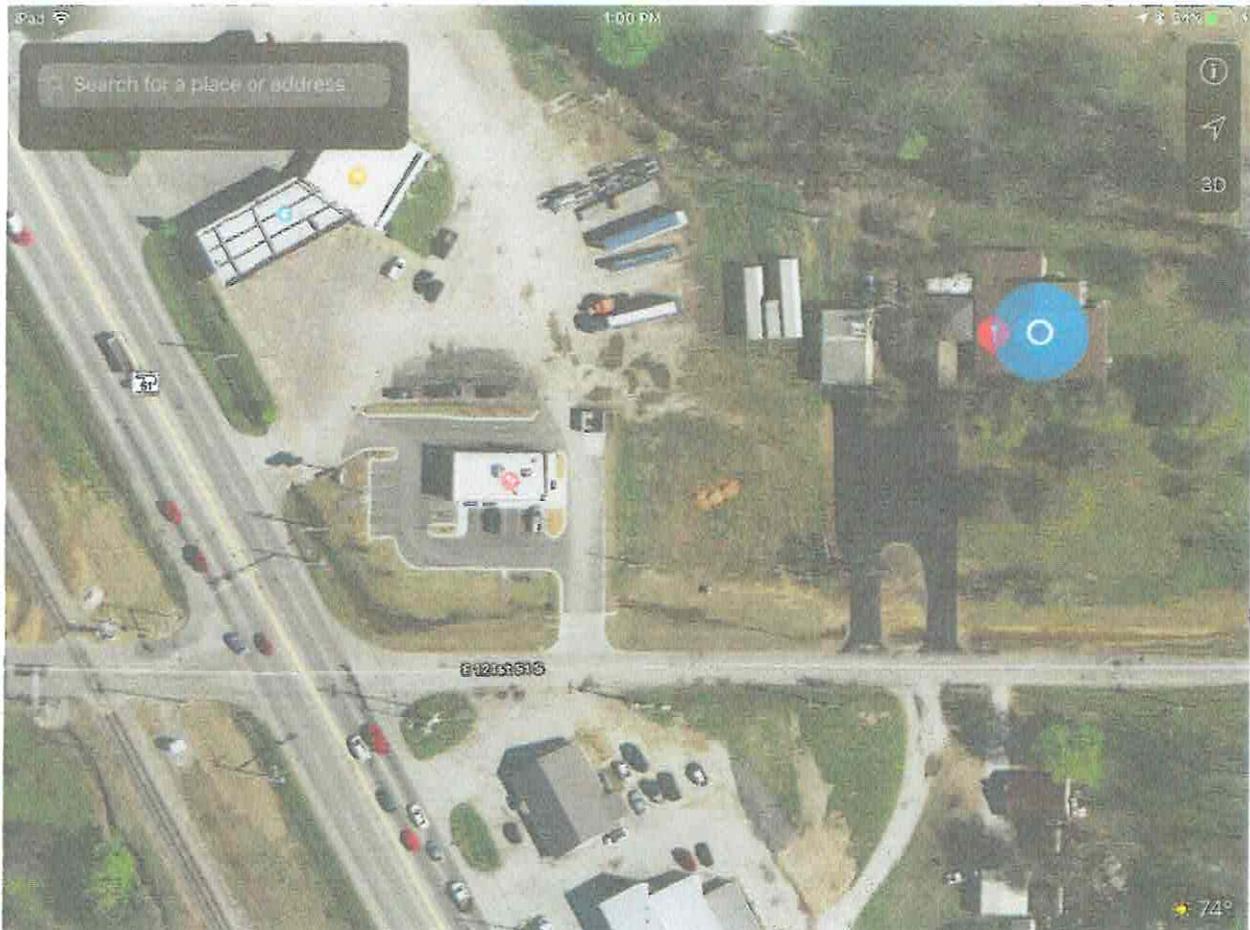
Gnoman, LLC

27541 E 121st Street South

Coweta, OK 74429

Legal Description of Property

Lot 2, Block 2, CREEK HOLLOW, a subdivision of part of the S1/2 of SW1/4 of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma and generally located east of the northeast corner of State Highway 51 and E 121st Street S.



Proposed Location of Uses Under PUD-C

The intended use and division of the property located at 27541 E 121st Street Coweta, Ok 74429 is for zoning requirements to meet special use permitting. The uses under the proposed PUD-C will include the zoning division of the two existing structures with the East 240 Feet and structures being used as IL (light Industrial) and the west 60 feet of the property and structure CG (Commercial). The property is currently all zoned CG and that will be the principle use with the IL being a secondary use on the property to support the commercial business.

CG (Commercial) Uses under the PUD-C

The west 60 feet of the property is currently zoned CG and will remain so under this application for PUD-C. This portion of the property consist of 2,513 m2. Under the PUD both structures will share the parking lot.



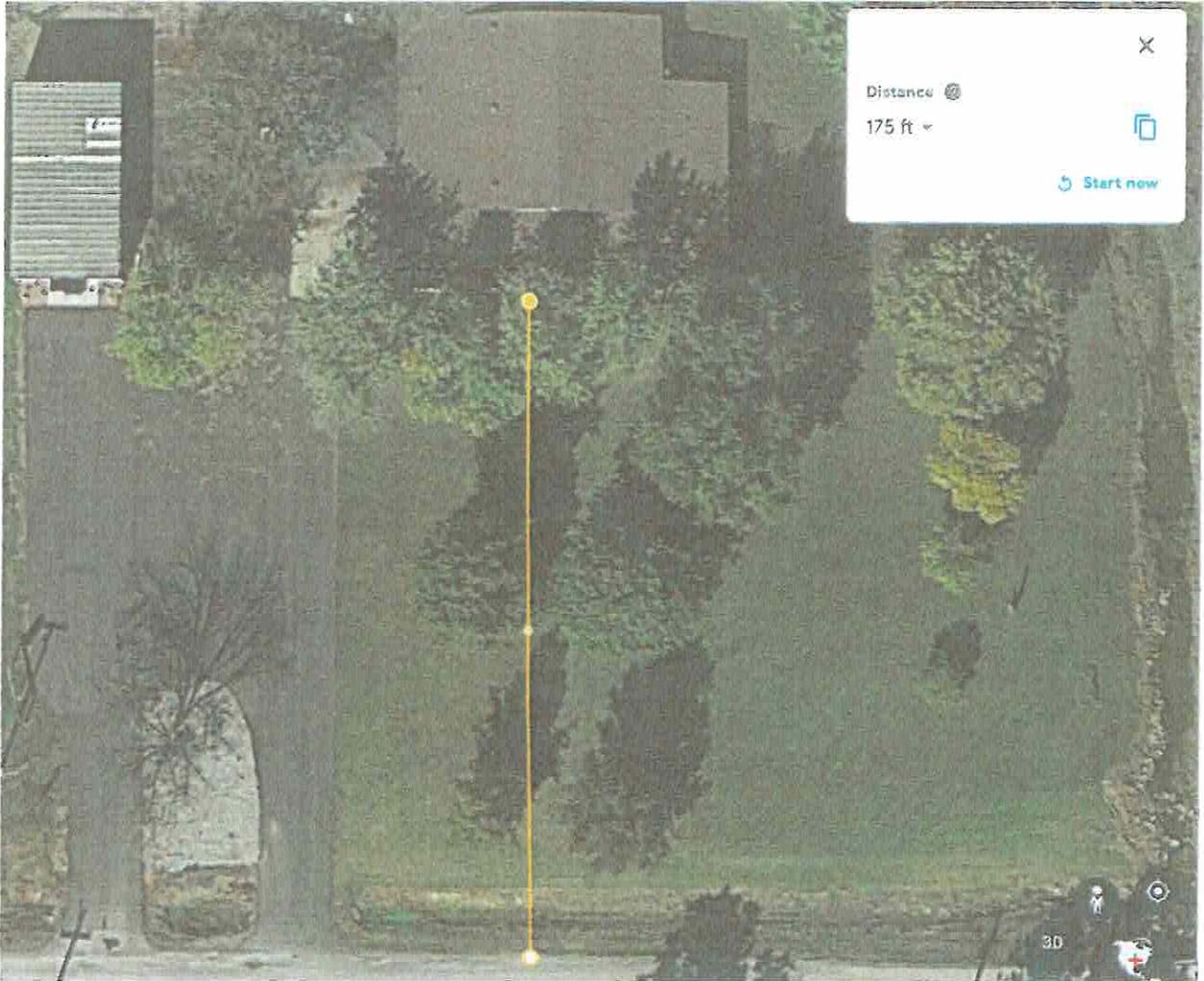
IL (Light Industrial) Uses under the PUD-C

The East 240 feet of the property is currently zoned CG and will be used as IL under this application for PUD-C. This portion of the property consist of 7,167 m2. Under the PUD both structures will share the parking lot.



Set Back From 121st Street

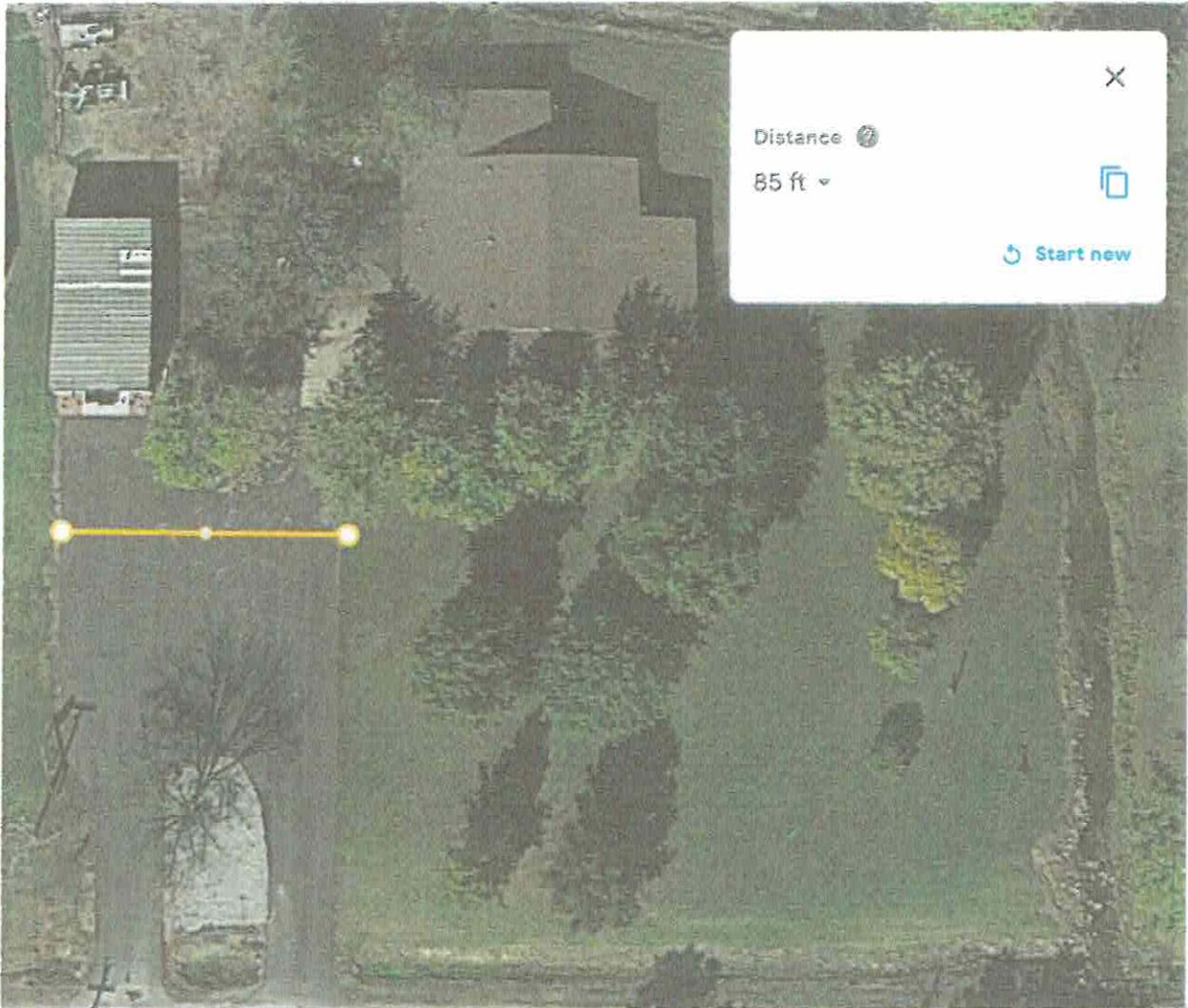
Both structures are set back 175' from 121st street.



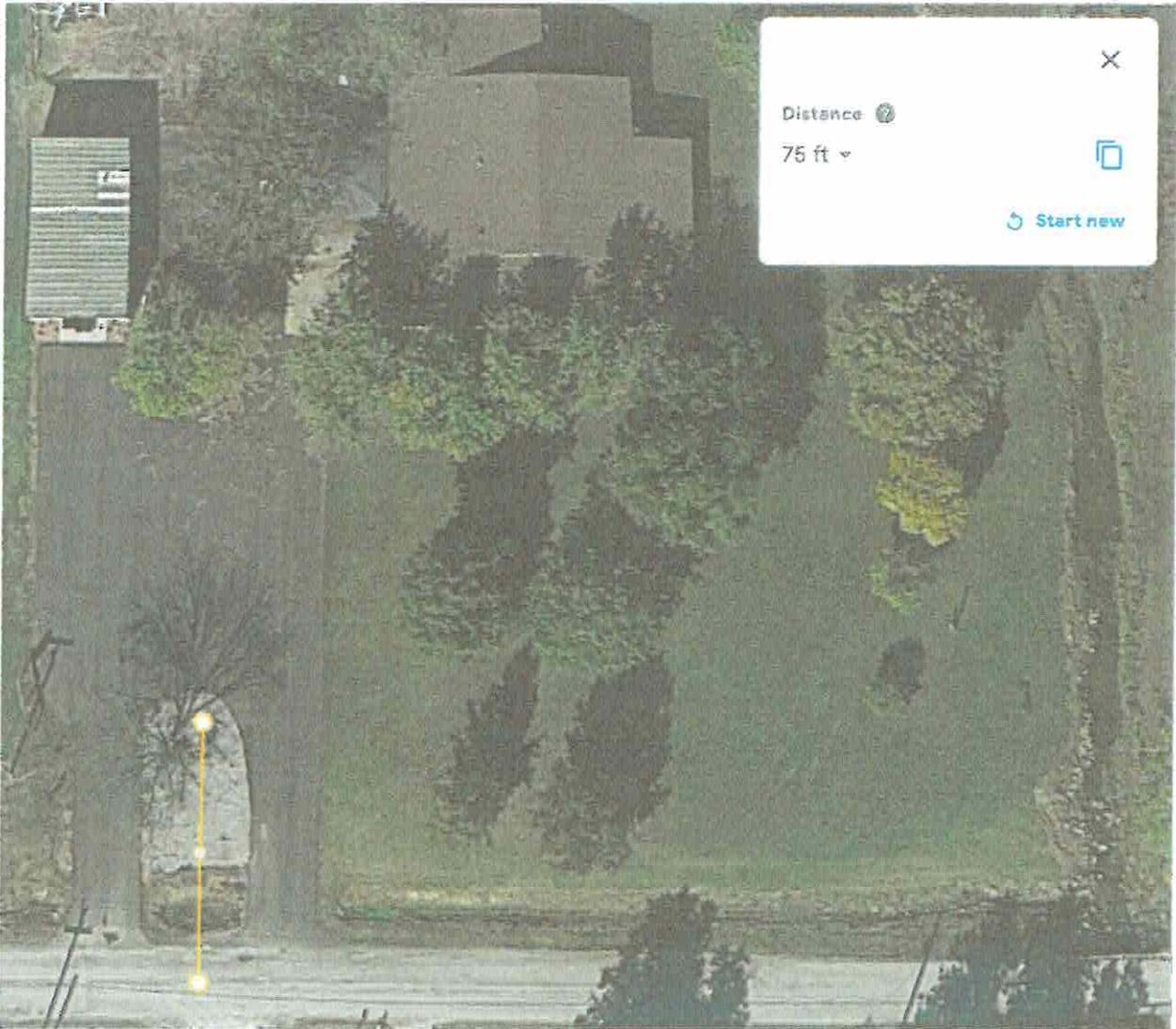
Off-Street Parking

Per Chapter 17 of the Coweta Off-Street Parking and loading requirements, we submit the following information for consideration

The overall Parking Lot measures 85' x 100'. It is made of all-weather black asphalt and marked with individual parking spots. (not show in the photo below)



The offset to the center of the 121st to the start of the parking lot, excluding the entrance and exit, is 75'.

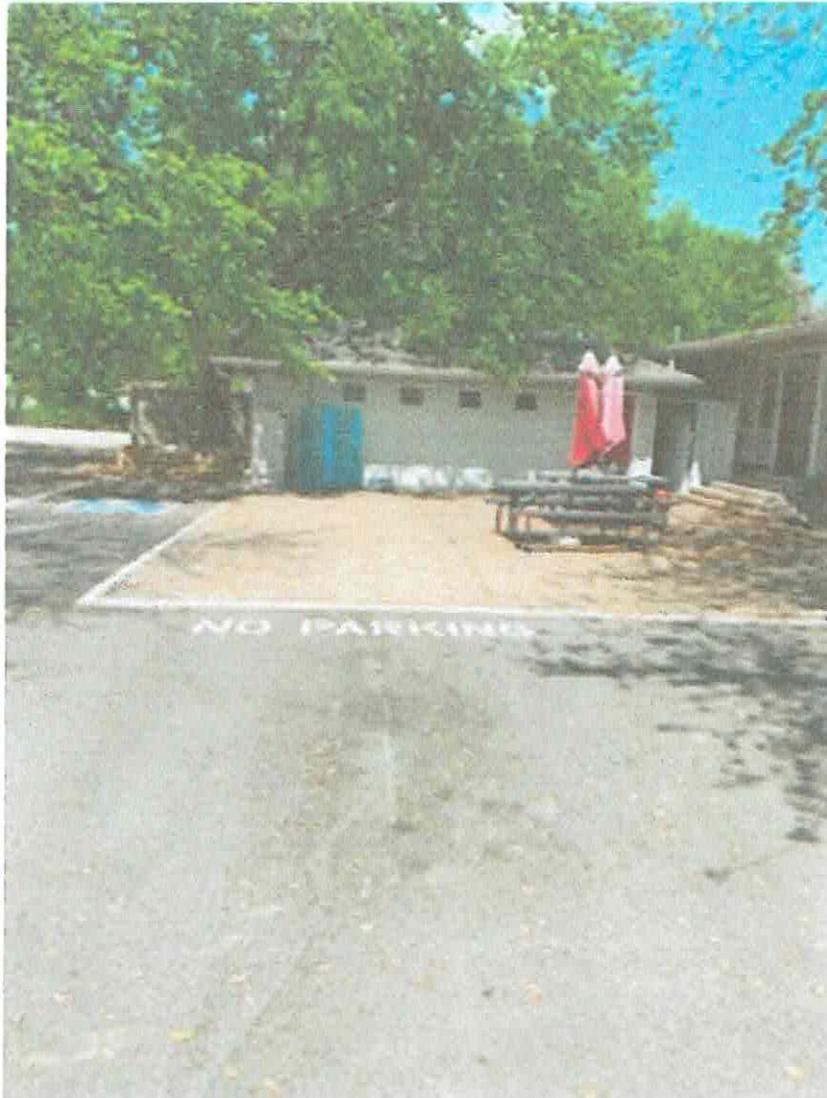


There are 16 Standard parking spots, 2 handicap parking and 10 Motorcycle parking spots as shown below.



Off Street Loading Area

The property has one area designated as the loading and unloading area shown below. It measures 42' x 36'.



Additional Employee Parking and Equipment Storage

An additional 420 m2 of parking and storage area is located at the rear of the property as shown below. It is graveled and maintained for employee parking and storage of equipment used to maintain the property.



Public and private vehicular and pedestrian circulation

The public vehicular and pedestrian circulation will be limited the commercial side of the proposed PUD-C. This will include access and egress to the structure designate for retail sales. All other areas of the property will be limited access to employees and guided tours of the facilities.



Uses and structure measurements

The proposed PUD-C will not have any residential section allocated. The entirety of the property will be used for commercial and manufacture purposes as shown below. No plans for construction of new buildings are being proposed. Only the existing structures are included in the application for the PUD-C

CG (Commercial Retail Establishment)

The structure that will be zoned CG as part of the PUD-C will be for retail sales of products manufactured on site at the proposed IL location. It measures 40' x 30' (1200sf) and is currently operating as a licensed hair salon.



IL (Light industrial Production Facility)

The Structure that will be zoned IL as part of the PUD-C Will be for the production/ manufacturing of goods to be sold in the retail establishment and other like businesses. The overall structure is approximately 5600sf of mixed-use space for different processes. There is also a detached garage measuring 30' x 30' that will be used for storage and equipment.



As required by Coweta Ordinance 824 a screening fence is purposed as part of this PUD-C application. The fence will be built using approved materials and be installed at a min height of 6'.



Proposed Location, Height and Size of any Ground Signage

We have one ground sign that was originally part of the property and will remain. The existing sign is 10' tall and 12' long. We have no plans on any permanent signage to be installed at this time but will reserve the right to amend the PUD-C in accordance with signage requirements as needed. The existing sign is located at the South West corner of the property.



Relationship of the PUD to Adjoining Uses

The location of the proposed PUD-C is situated just east of HWY 51 on 121st street with a variety of zoning. On Both sides of HWY 51 you will find primarily CG (commercial) zoned businesses with 2 IL (Light Industrial) zoned location on the West side. The remaining property adjacent to the proposed location is zoned AG (Agricultural). No RS (Residential) zoned property is adjacent to proposed PUD-C Location.

Information provide by City of Coweta



Group Ownership Arrangement

The property is owned by Gnoman LLC with Jason Smith and Johnna Knapp as the sole shareholders. All investments into the property are funded by Gnoman LLC and its owners. No other investors are involved with the application for the PUD-C.

This application for zoning to a PUD-C will followed by application for special use permits and in accordance with the applicable zoning requirements as outlined.



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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Location: 27541-A East 121st Street South
Zoning: Commercial General (CG)
Re: CZ 20-08 SUP Medical Marijuana Dispensary
Date: 07-06-2020

BACKGROUND

The applicant is Gnomon, LLC, (property owner) and the (lessee) is Gnomon's Creek Dispensary, LLC. A Specific Use Permit for a Medical Marijuana Dispensary, within an existing building, located at 27541-A East 121st Street S., Coweta, OK.

Lot 2, Block 2, Creek Hollow subdivision: S1/2 of SW1/4 tract of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

Staff received a copy of the Commercial Lease Agreement from the Property owner, and a Oklahoma Medical Marijuana Association (OMMA) map showing the property is over 1000 feet from any public or private school and 1000 feet from any other medical marijuana retail establishments.

Staff finds this request to be in compliance with the City of Coweta Comprehensive Plan. If implemented, it would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

STAFF COMMENTS

The Planning Commission made a recommendation of approval for the Coweta City Council to establish a Specific Use Permit, CZ 20-08 SUP for a Medical Marijuana Dispensary. Staff recommends the City Council review legal standards and apply the facts to those standards in considering any motion.

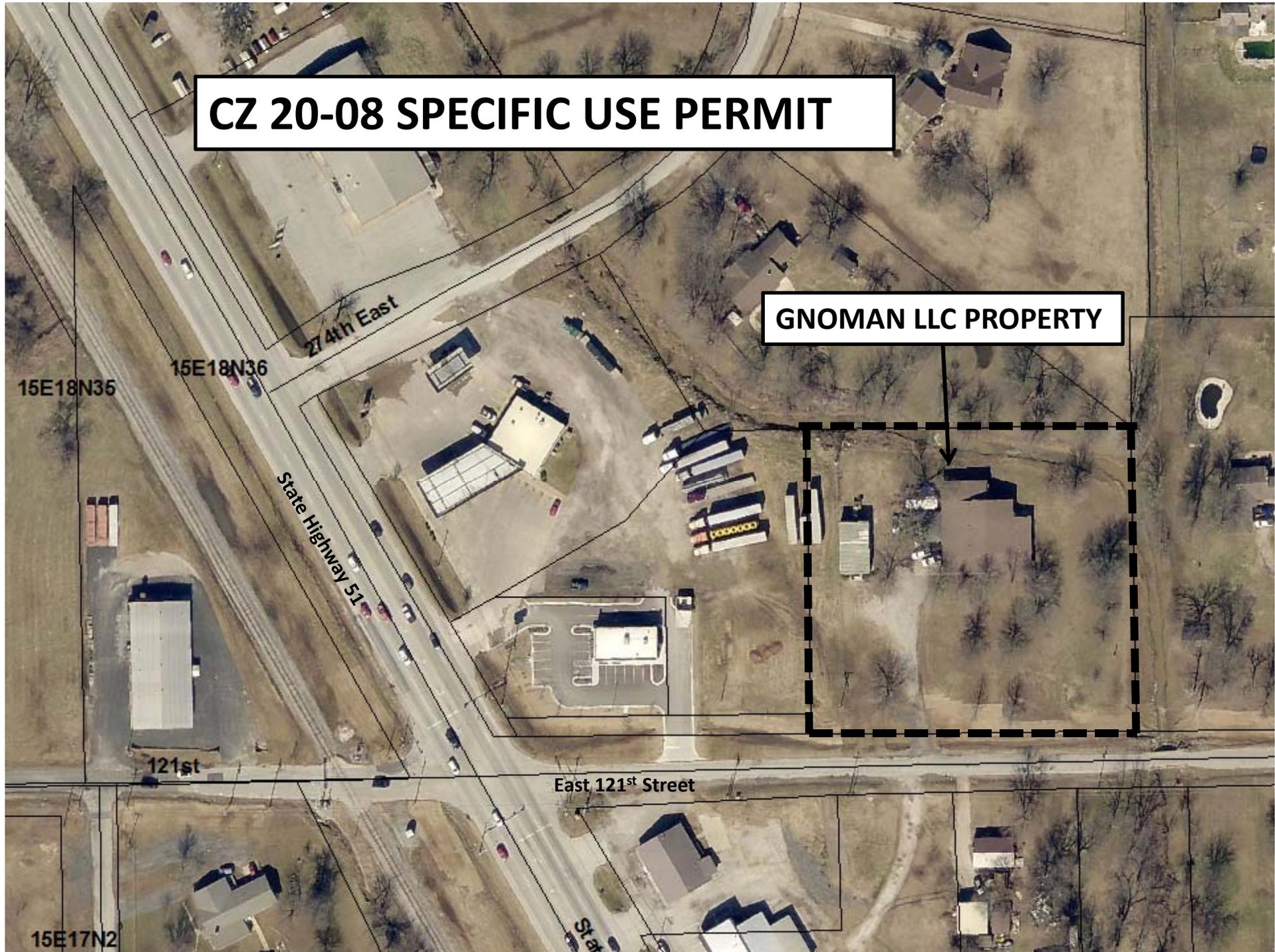
Staff recommends approval of the request, to establish a Specific Use Permit, CZ 20-08 SUP, for a Marijuana Retail Establishment, Medical Marijuana Dispensary.

ATTACHMENTS

- | | | |
|--------------------------|---------------------------------|--------------------|
| 1. Public Hearing Notice | 2. Location Map | 3. Aerial View Map |
| 4. Zoning Map | 5. Applicant's Submittal Packet | 6. OMMA Map |

CZ 20-08 SPECIFIC USE PERMIT

GNOMAN LLC PROPERTY



Specific Use Permit (SUP) Application Overview

And Site Plan

27541-A E 121st Street South

Coweta, Ok 74429

Owners / Applicants:

Jason Smith and Johnna Knapp

Gnomon, LLC

27541 E 121st Street South

Coweta, OK 74429

The property is owned by Gnomon LLC with Jason Smith and Johnna Knapp as the sole shareholders.

Lessee Information

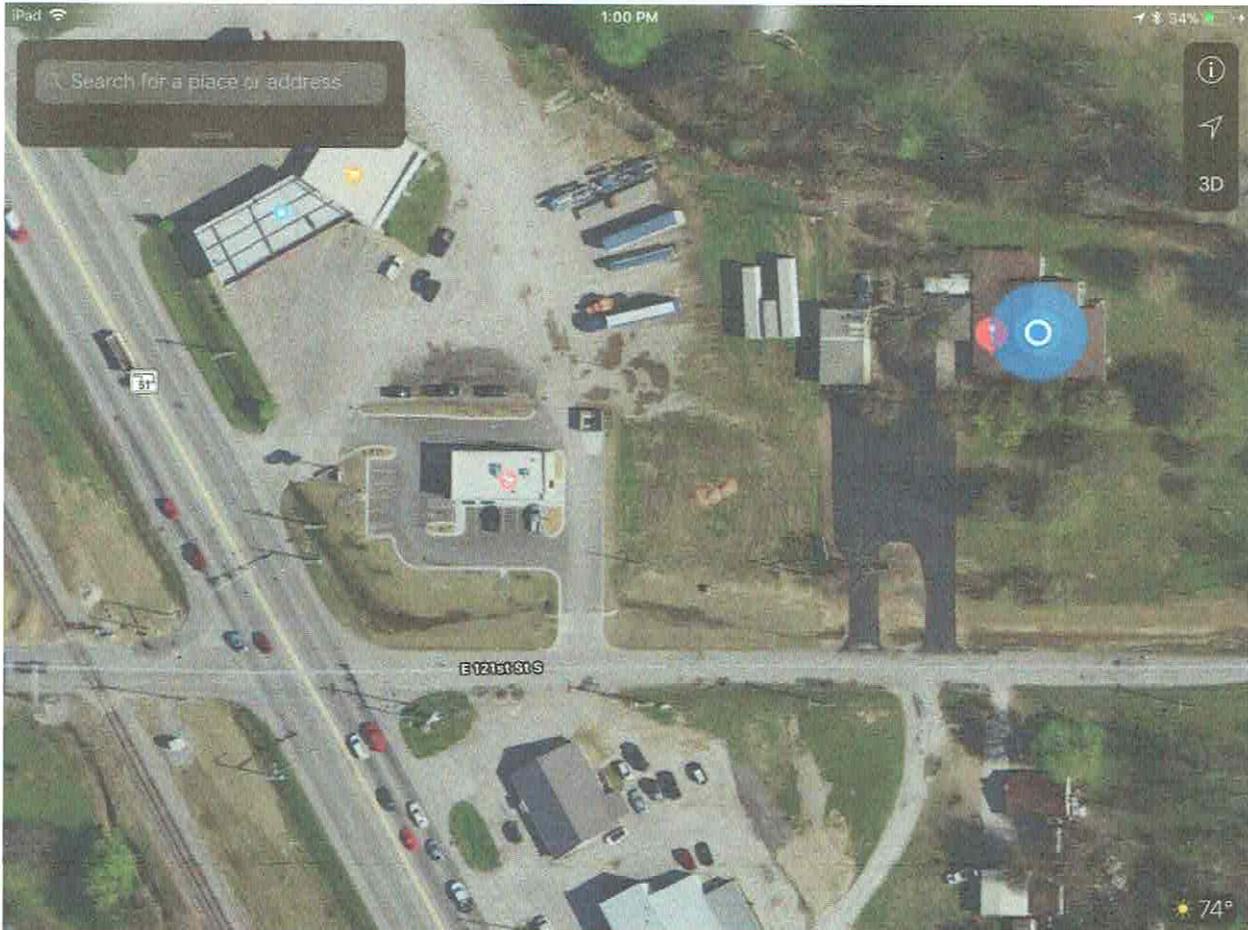
Gnomon's Creek Dispensary, LLC

27541-A E 121st Street South Coweta, Ok 74429

A lease agreement is in place for the property listed in the site plan and overview. This application will be listed under the Lessee, Gnomon's Creek Dispensary.

Legal Description of Property

Lot 2, Block 2, CREEK HOLLOW, a subdivision of part of the S1/2 of SW1/4 of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma and generally located east of the northeast corner of State Highway 51 and E 121st Street S.

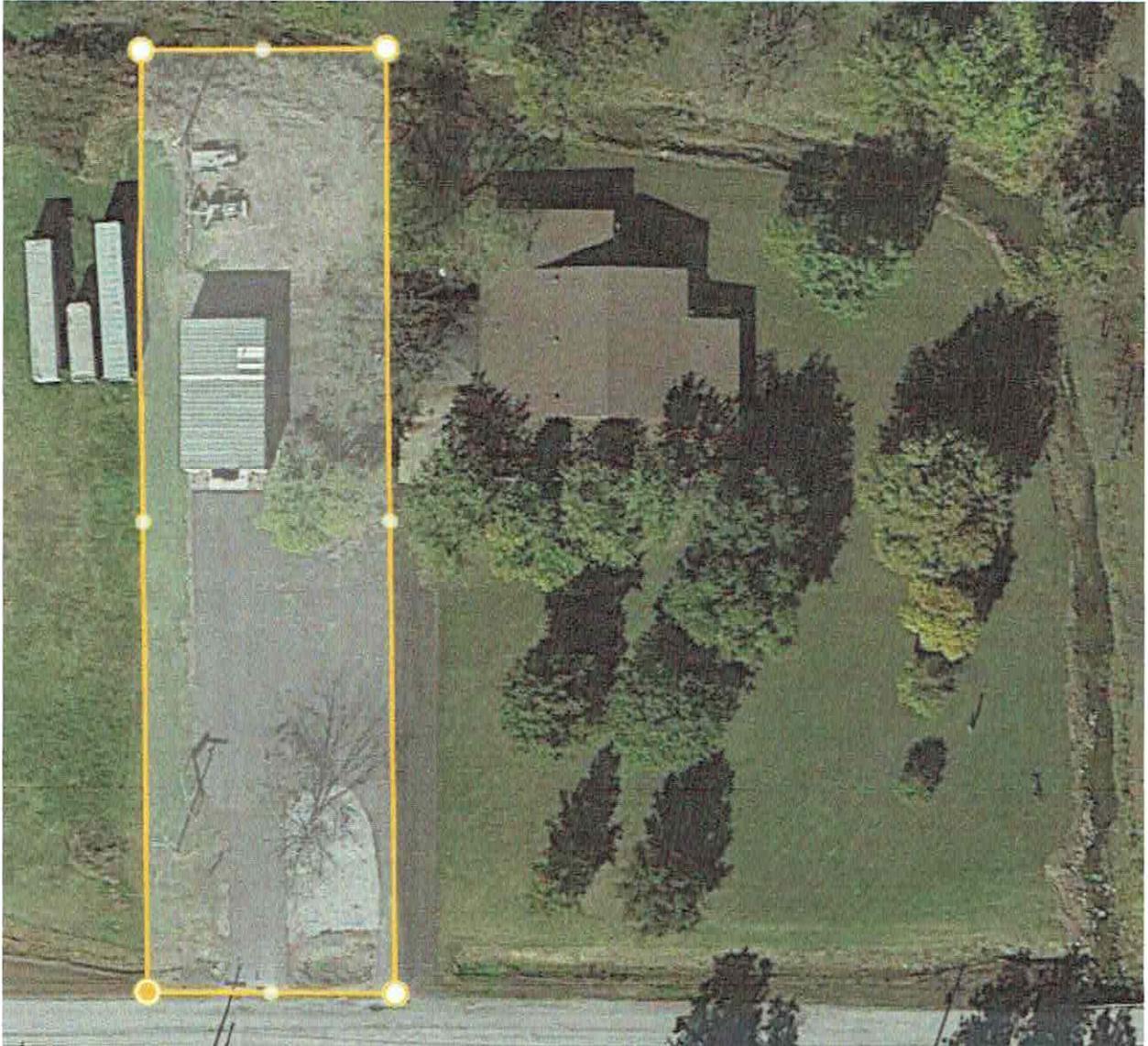


Proposed Location and Use

The intended of the property located at 27541-A E 121st Street Coweta, Ok 74429 is for zoning requirements and Special Use Permitting for Medical Marijuana Dispensary as outline in Coweta City Ordinance 824. The property is currently Zoned CG.

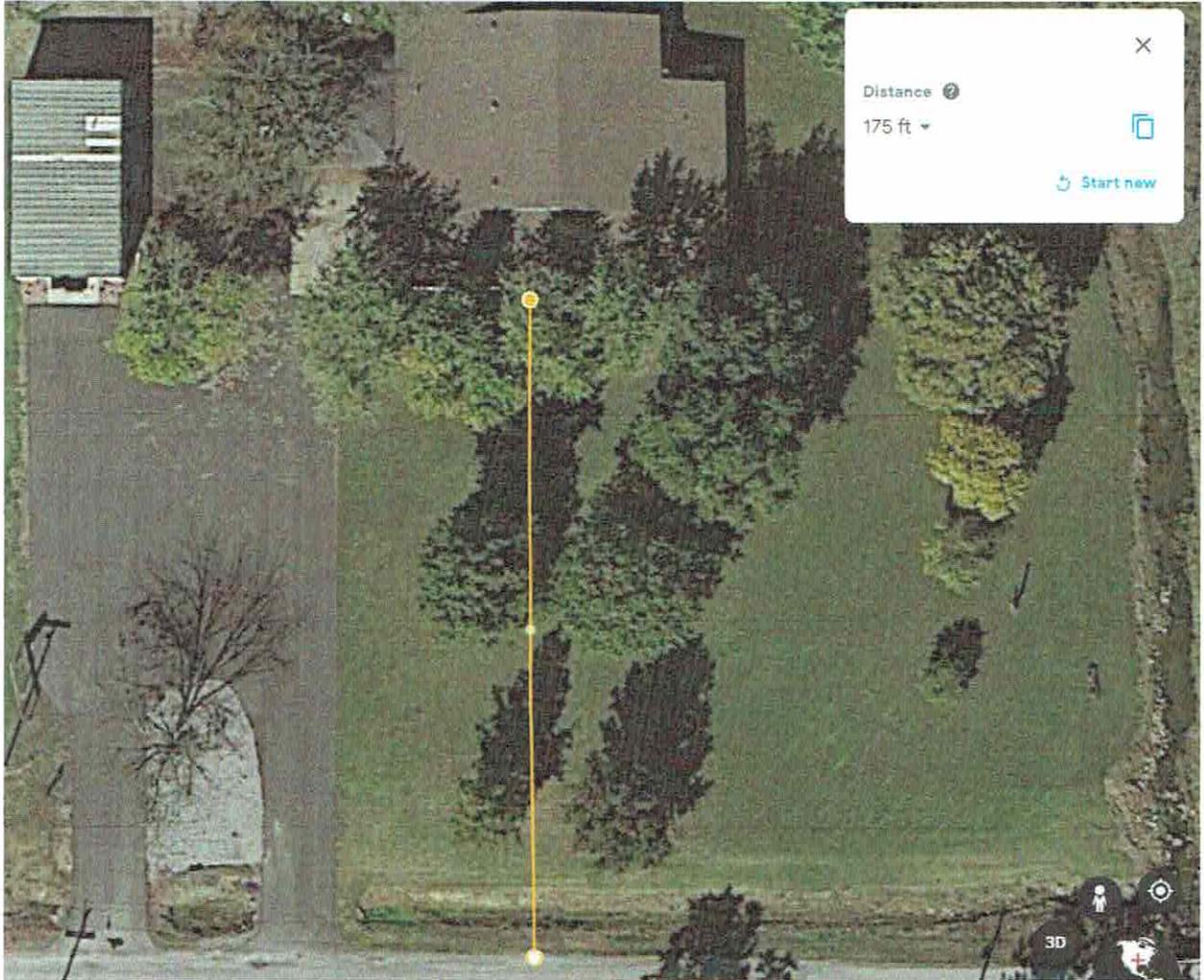
CG (Commercial) Uses under the SUP

The west 60 feet of the property is currently zoned CG and will remain so under this application for the SUP. This portion of the property consist of 2,513 m2. Under the SUP both structures will share the parking lot.



Set Back From 121st Street

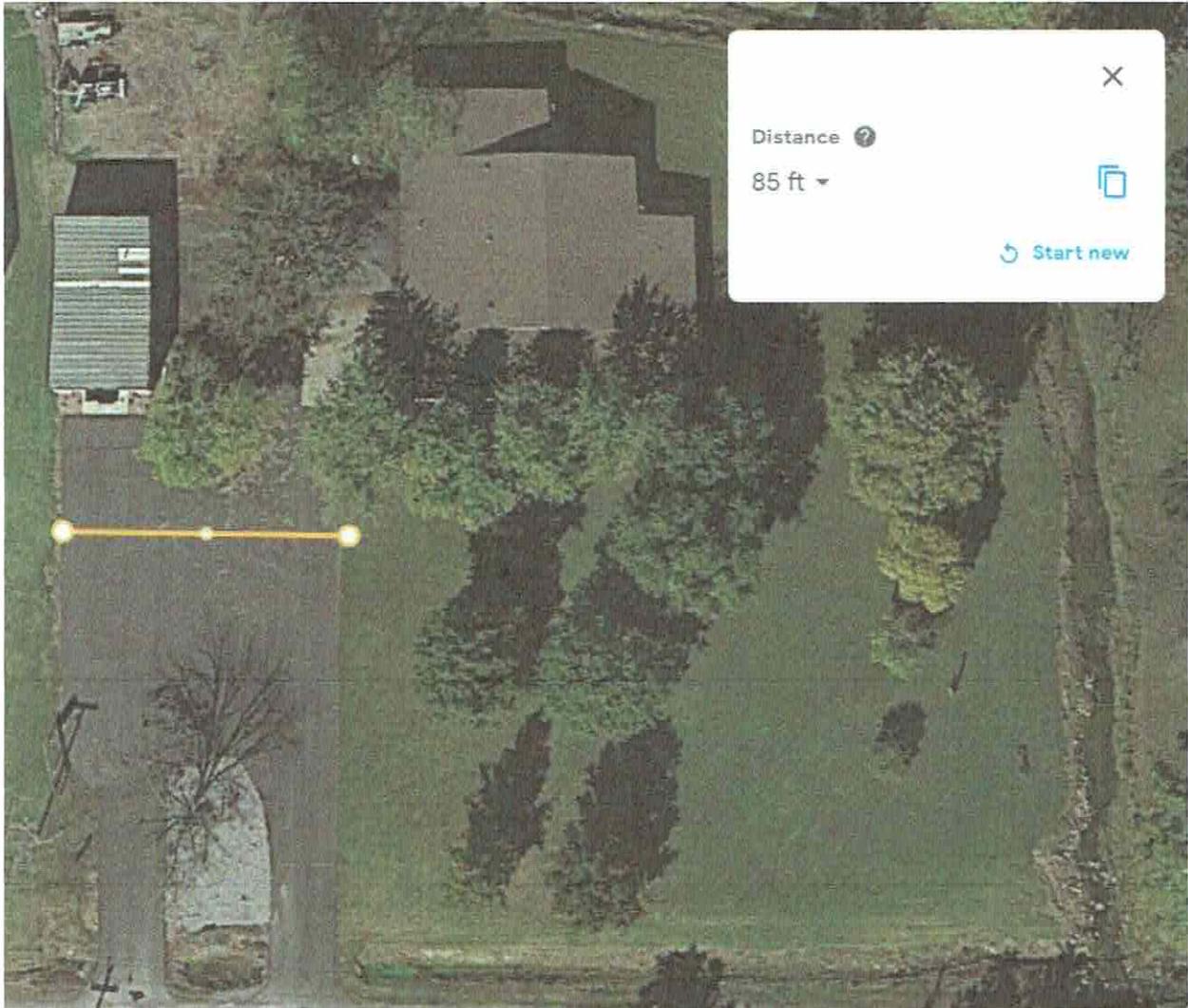
Both structures are set back 175' from 121st street.



Off-Street Parking

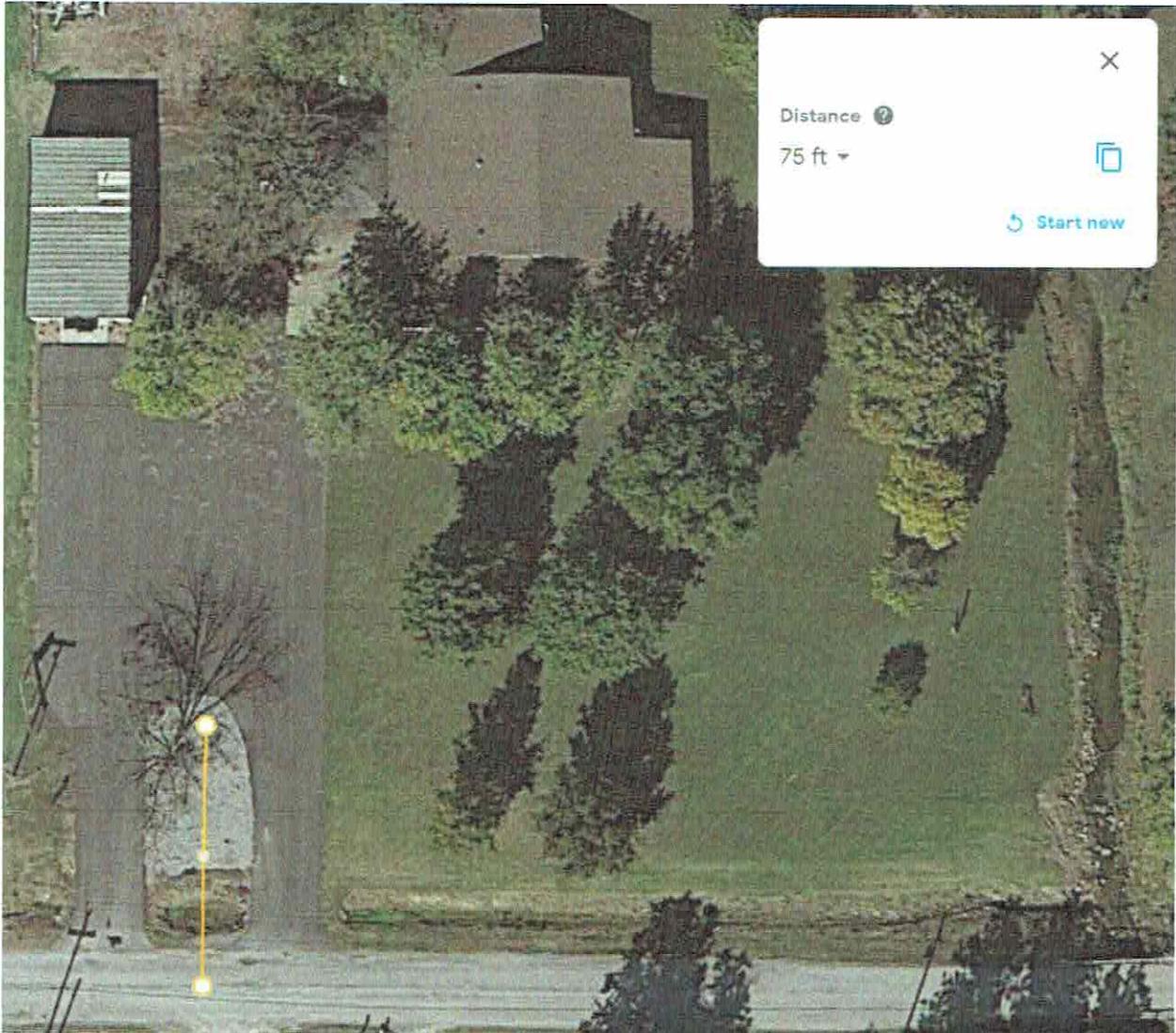
Per Chapter 17 of the Coweta Off-Street Parking and loading requirements, we submit the following information for consideration

The overall Parking Lot measures 85' x 100'. It is made of all-weather black asphalt and marked with individual parking spots. (not show in the photo below)



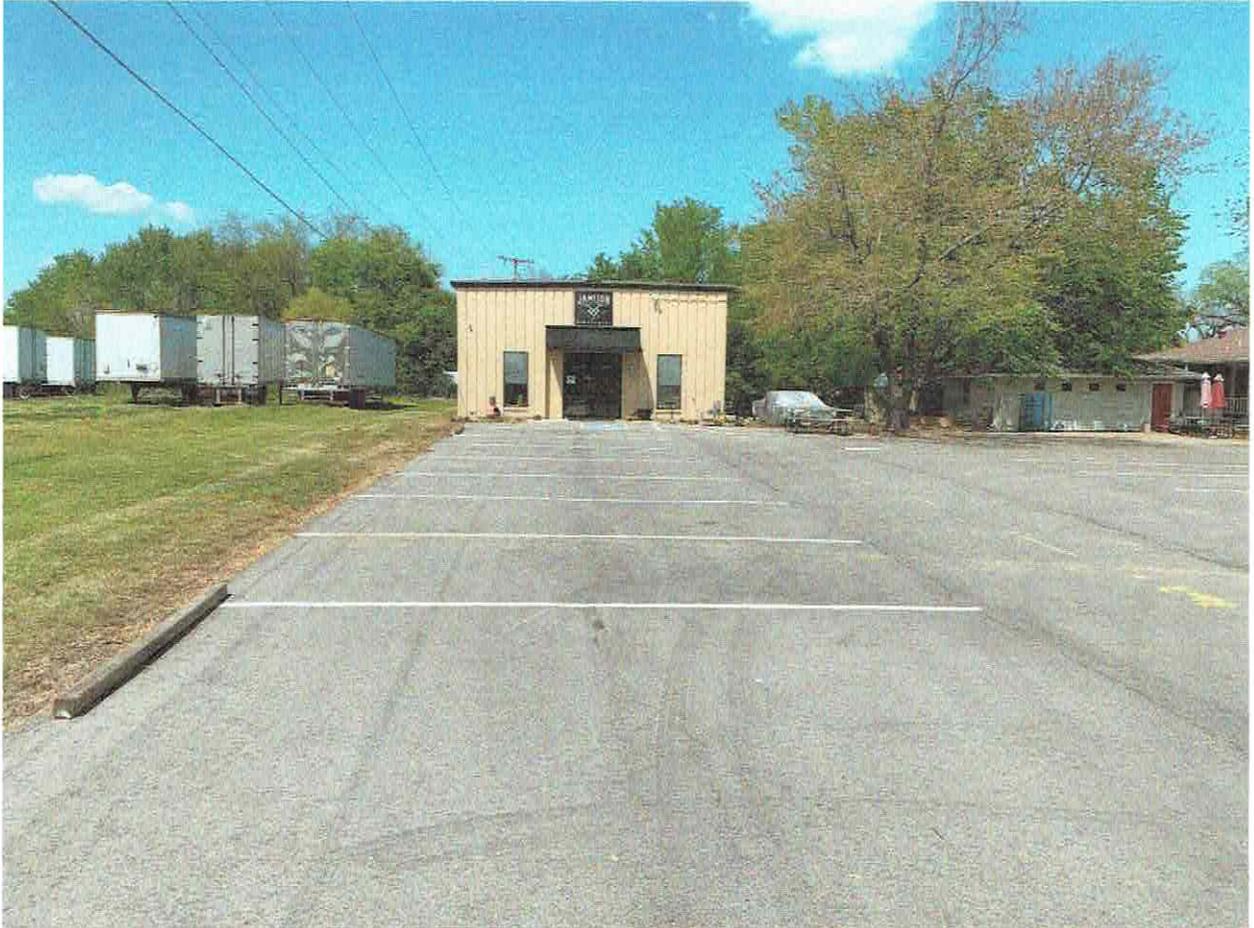
Parking Off-Set

The offset to the center of the 121st to the start of the parking lot, excluding the entrance and exit, is 75'.



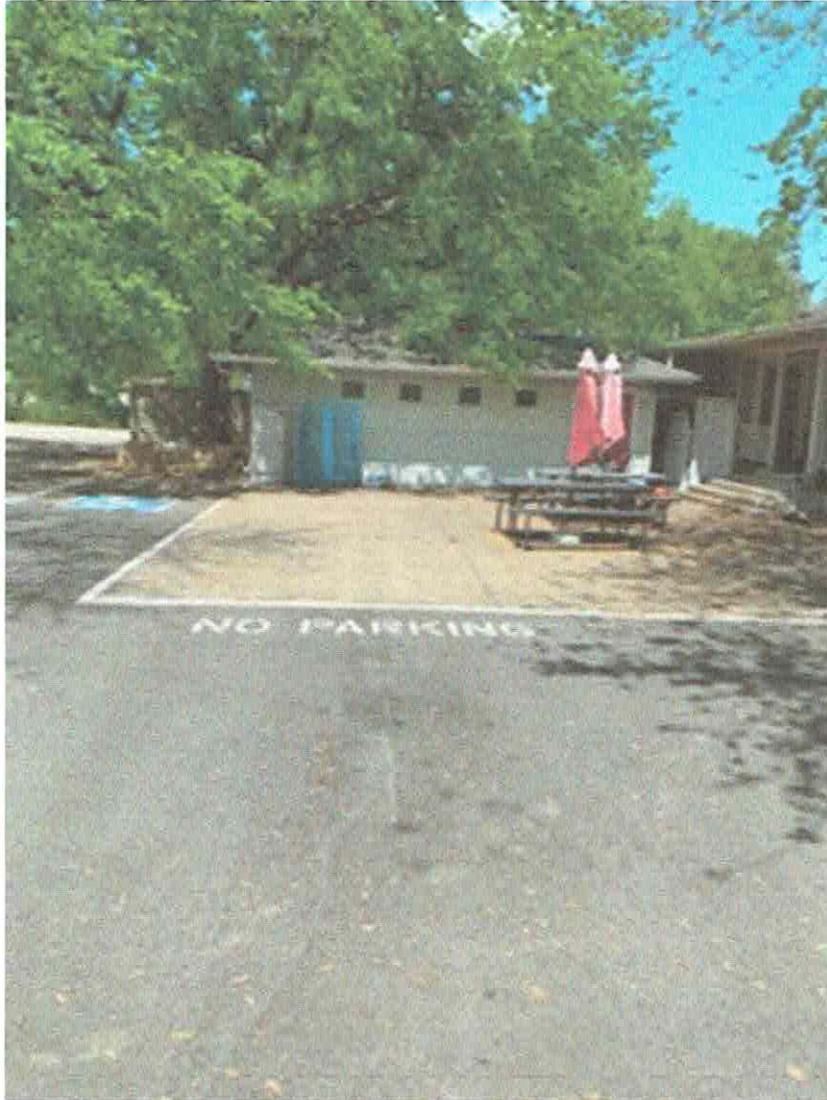
Parking Lot

There are 16 Standard parking spots, 2 handicap parking and 10 Motorcycle parking spots as shown below.



Off Street Loading Area

The property has one area designated as the loading and unloading area shown below. It measures 42' x 36'.

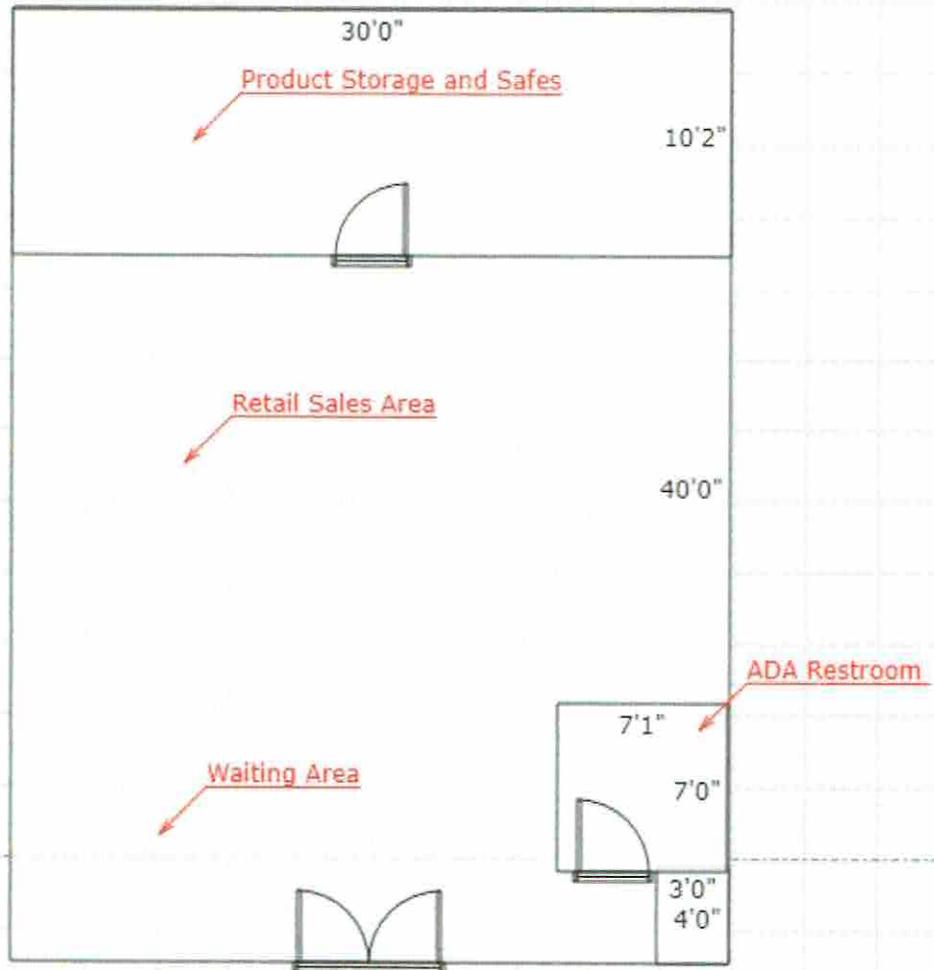


Public and private vehicular and pedestrian circulation

The public vehicular and pedestrian circulation will be limited the commercial side of the property. This will include access and egress to the structure designate for retail sales. All other areas of the property will be limited access to employees.



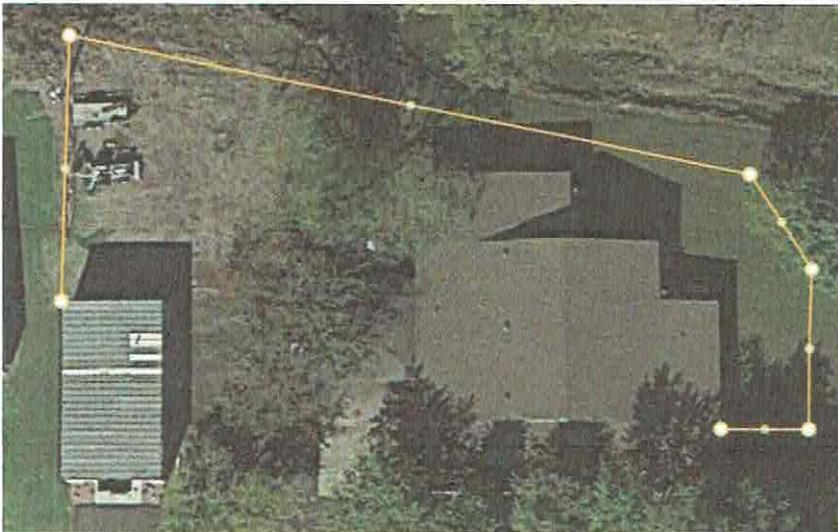
Basic Site Plan Layout



Landscaping and Screening



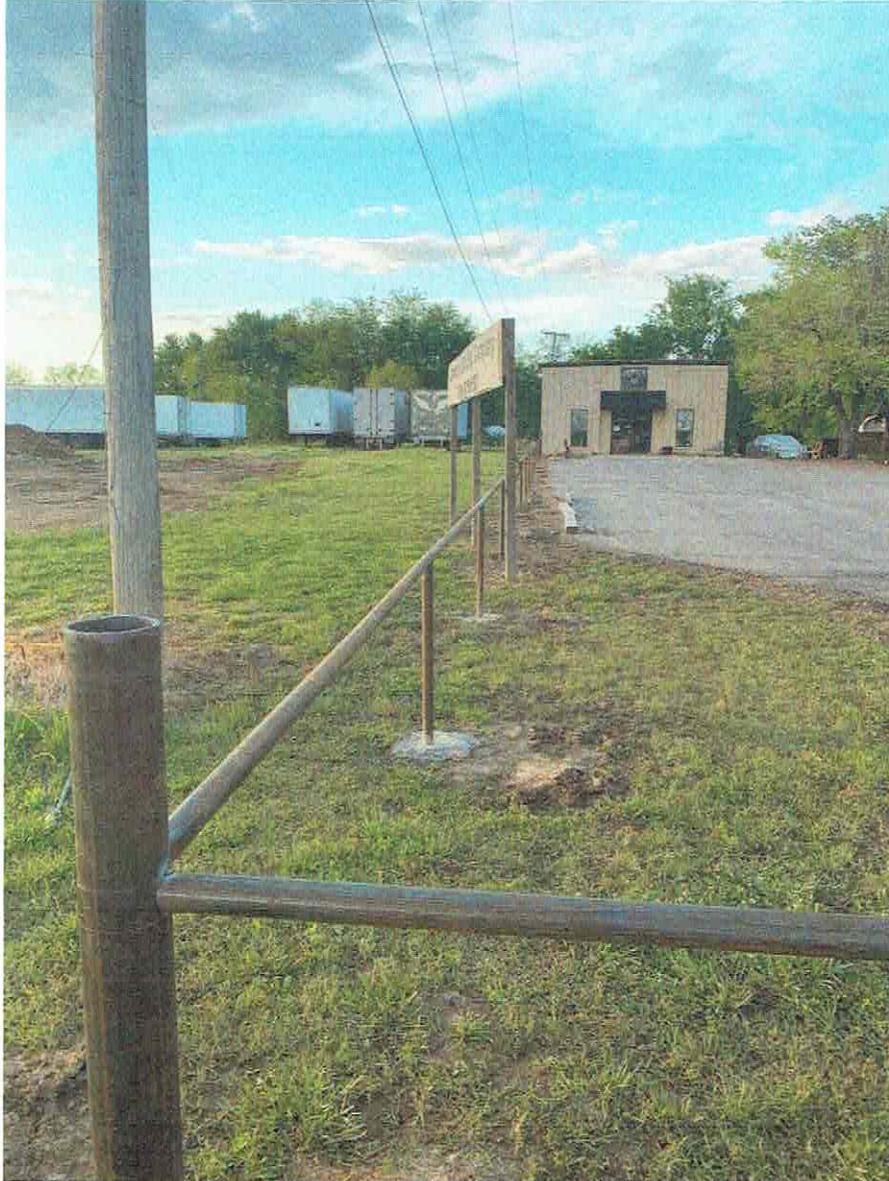
As required by Coweta City Ordinance 824, a 6' tall fences will be installed on the north and east sides of the property to screen from the abutting AG zoned property.



Security for the Dispensary Facility

Perimeter security

The perimeter security is laid out so there is limited vehicle access to only the main entry points from 121st street. Both entrances are gated and lockable with rail fencing running on the west side of the parking lot. Areas not secured by rail fencing have natural barriers to the property and include drainage ditches at the front of the property and the creek that borders the North and East sides of the property that will prevent any vehicle traffic.



Double Gated Entrance to Parking



Exterior Lighting

There are two PSO service lights that illuminate the parking lots in both the front and rear. Motion lighting is used at various location around the facility.



Alarm Systems and Monitoring Equipment

The facility utilizes several systems that include off site monitoring capabilities and direct a notification system via smart phones. The security system will include cameras around the outside perimeter and for the interior of the facility with 24-hour monitoring.

Door Open and Motion Sensors

Each entry to the facility is equipped with door open sensor that will detect entry to that area. They are also equipped with motion sensors for the room they are installed.

Air Filtration System

The building will use the installed HVAC system with the addition of Carbon filters on the returns to eliminate any

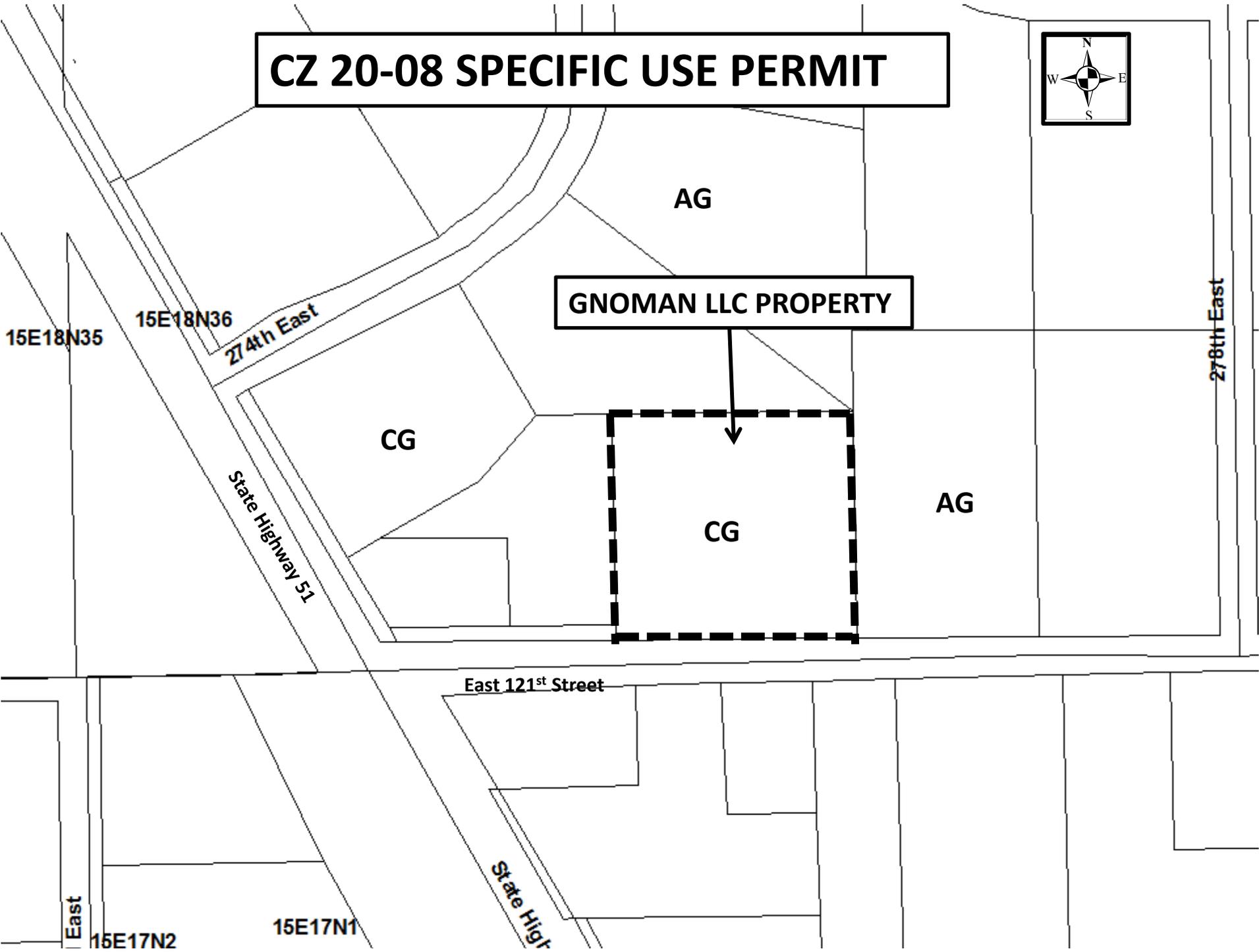
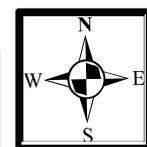
HVAC system Filters



In addition to the HVAC system, individual filtration systems may be used in storage areas.



CZ 20-08 SPECIFIC USE PERMIT



GNOMAN LLC PROPERTY

AG

CG

CG

AG

East 121st Street

278th East

274th East

State Highway 51

State High

15E17N2

15E17N1

15E18N35

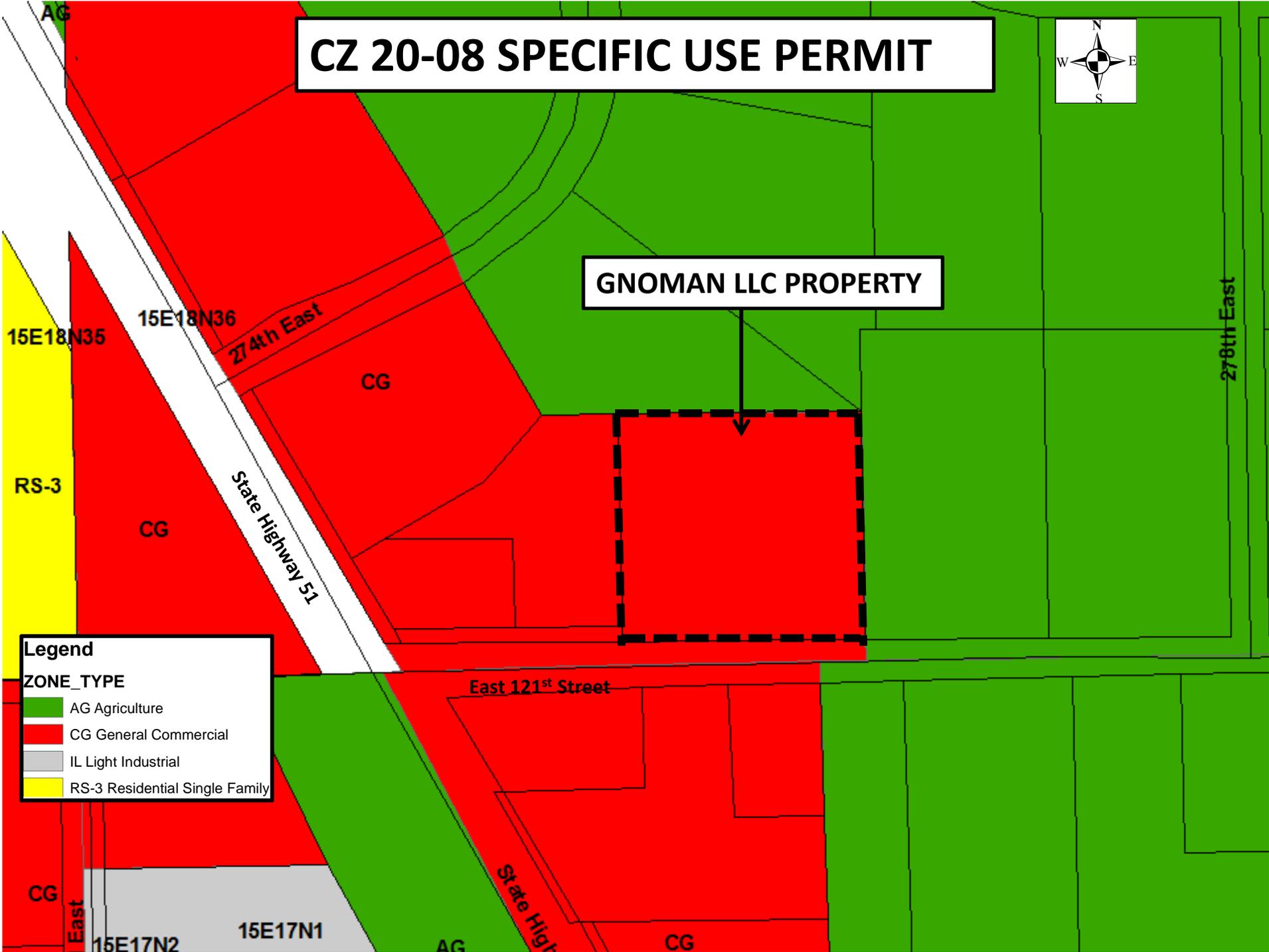
15E18N36

East

CZ 20-08 SPECIFIC USE PERMIT



GNOMAN LLC PROPERTY



Legend

ZONE_TYPE

- AG Agriculture
- CG General Commercial
- IL Light Industrial
- RS-3 Residential Single Family

**NOTICE OF A PUBLIC HEARING BY THE COWETA PLANNING COMMISSION:
CASE NUMBER CZ 20-08 SUP**

Notice is hereby given that a Public Hearing will be held before the Coweta Planning Commission at Coweta City Hall, 310 S. Broadway, Coweta, Oklahoma at 6:30 pm on the 22nd day of June 2020.

At the above time and place will be heard CZ 20-08 SUP, a request from Gnoman LLC, the property owner, and from Gnoman's Creek Dispensary, LLC, the applicants, to establish a Specific Use Permit for a Medical Marijuana Dispensary, in an existing building on the property zoned Commercial General (CG). The property is located at 27541- A East 121st Street South, Coweta, OK, in Section 36, Township 18 North, Range 15 East:

Lot 2, Block 2, CREEK HOLLOW, a subdivision of part of S1/2 of SW1/4 tract of Section 36, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

All persons interested in this matter may be present at the hearing to present their support for/objections against the above request.

In the event that the proposed Specific Use Permit is approved in whole or part by the Planning Commission, said Commission shall submit its recommendation to the City Council of the City of Coweta for its consideration and action as provided by law.

The City Council's review of the Planning Commission's recommendation on the proposed Specific Use Permit is tentatively scheduled for the July 6, 2020 City Council meeting, to be held at 6:00 PM at Coweta City Hall, 310 S. Broadway. Said information to be available from the office of the City Clerk.

For additional information, contact Coweta City Hall at 918-486-2189. Maps showing the specific use permit may be reviewed at the Community Development office of the City of Coweta. Please reference the above case number.

Dated this 20th day of May, 2020 in Coweta Oklahoma.



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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Planning Commission
Date: 07-06-2020

BACKGROUND

At the June 22, 2020 Planning Commission Meeting Staff request the Planning Commission Members to discuss and possible action to move the Planning Commission Regular scheduled meetings from the forth (4th) Monday of every month, to the third (3rd) Monday of every month starting at 6:00 PM.

STAFF RECOMMENDATION

At the June 22, 2020 Planning Commission the Planning Commission, the Planning Commission voted 4-0 to recommend approval to the Coweta City Council to move the Planning Commission Regular Meetings to the third (3rd) Monday of every month starting at 6:00 P.M.