



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, AUGUST 3, 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 REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JULY 6, 2020.
(JULIE CASTEEN, ASSISTANT CITY MANAGER/CITY CLERK)

Documents:

[200706 MINUTES OF THE REGULAR CITY COUNCIL MEETING.PDF](#)
 2. AMENDMENT TO AGREEMENT FORMING OMAG
APPROVAL OF THE RESOLUTION AMENDING THE AGREEMENT ESTABLISHING THE OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG).
(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[200803 STAFF REPORT OMAG AGREEMENT.PDF](#)
[200803 RESOLUTION TO AMEND OMAG AGREEMENT.PDF](#)
[20200803-ORIGINAL AGREEMENT ESTABLISHING OMAG.PDF](#)
[20200803-OMAG MEMBERSHIP 02-02-1981.PDF](#)
 3. AGREEMENT WITH KI BOIS COMMUNITY ACTION
APPROVAL AND AUTHORIZATION FOR THE MAYOR TO SIGN A CONTRACT WITH KI BOIS

COMMUNITY ACTION FOUNDATION IN THE AMOUNT OF \$50,000.00 FOR THE PROVISION OF TRANSPORTATION SERVICES WITHIN THE CITY OF COWETA, OKLAHOMA.
(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[200803 KI BOIS TRANSPORTATION CONTRACT.PDF](#)

4. RESOLUTION 2020-21, RENEWAL OF SALES TAX AGREEMENT

ADOPTION OF RESOLUTION NO. 2020-21, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA WHEREBY THE CITY OF COWETA, OKLAHOMA, AGREES TO MAKE PAYMENTS TO THE COWETA PUBLIC WORKS AUTHORITY IN AMOUNTS SUFFICIENT TO PAY PRINCIPAL AND INTEREST ON THE AUTHORITY'S 2016 UTILITY SYSTEM REVENUE BONDS.

Documents:

[200803 RESOLUTION 2020 21.PDF](#)

[200803 STAFF REPORT RESOLUTION 2020 21.PDF](#)

VI. OLD BUSINESS

1. 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:

[STAFF REPORT CZ 20-07 PUD-C 20-01 CC 08.03.2020.PDF](#)

[PUD-C 20-01.PDF](#)

[CZ 20-07 PUD-C 20-01 ZONING MAP.PDF](#)

[CZ 20-07 PUD-C 20-01 AERIAL VIEW MAP.PDF](#)

[ORDINANCE NO 835.PDF](#)

2. EMERGENCY DECLARATION ORDINANCE 835

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

3. RESOLUTION 2020-23 ACCEPTING PUBLIC EASEMENT

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2020-23, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS PUBLIC PROPERTY A 10-FOOT BY 8-FOOT PUBLIC UTILITY EASEMENT LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

(CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[200803 RESOLUTION 2020 23.PDF](#)

4. TORT CLAIM 208106-1-LR
DISCUSSION AND POSSIBLE ACTION TO APPROVE OR DENY TORT CLAIM NO. 208106-1-LR,
CLAIMANTS JARED AND MARIE YEAGLEY.
(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[200803 STAFF REPORT TORT CLAIM 208106 1 LR.PDF](#)
[2020-06-01-YEAGLEY OMAG CORRESPONDENCE.PDF](#)
[2020-06-01-YEAGLEY TORT CLAIM REDACTED.PDF](#)

5. PURCHASE OF COMPUTER EQUIPMENT
DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF TEN NEW
COMPUTERS TO SUPPORT REMOTE WORK SITES AT A COST NOT TO EXCEED \$22,797.
(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[200803 STAFF REPORT COMPUTER PURCHASE.PDF](#)
[20200803-SAFARI MICRO LAPTOP QUOTE.PDF](#)
[20200803-SAFARI MICRO SURFACE PRO QUOTE.PDF](#)

6. VEHICLE PURCHASE
DISCUSSION AND POSSIBLE ACTION TO APPROVE THE PURCHASE OF ONE 2020 MODEL
F250 PICKUP FROM BILL KNIGHT FORD USING STATE OF OKLAHOMA PURCHASING
CONTRACT SW0035 FOR THE ANIMAL CONTROL DIVISION IN THE AMOUNT OF TWENTY-
NINE THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND NO/100 (\$29,765.00).
(MIKE BELL, POLICE CHIEF)

Documents:

[200803 STAFF REPORT VEHICLE PURCHASE.PDF](#)
[200803 BILL KNIGHT FORD QUOTE.PDF](#)

7. AWARD OF CONTRACT
DISCUSSION AND POSSIBLE ACTION ON THE AWARD OF A CONSTRUCTION CONTRACT TO
DUNHAM'S ASPHALT SERVICES, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED
NINETY THREE THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND NO/100 (\$193,666.00)
RELATED TO THE 2020 STREET IMPROVEMENT PROJECTS .
(WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

[200803 STAFF REPORT STREET IMPROVEMENT PROJECTS.PDF](#)
[DUNHAM CONTRACT - 2020 COWETA STREET IMPROVEMENTS.PDF](#)
[2020 STREET IMPROVEMENTS BID TABULATION.PDF](#)

8. CONTRACT ADDENDUM
DISCUSSION AND POSSIBLE ACTION TO APPROVE AN ADDENDUM TO THE CONTRACT
WITH THE METER INSTALL GROUP, LLC RELATED TO THE PURCHASE AND INSTALLATION
OF AMR TECHNOLOGY IN THE AMOUNT OF TWENTY-FIVE THOUSAND FOUR HUNDRED
TWENTY-TWO DOLLARS AND THREE CENTS (\$25,422.03).
(ROGER KOLMAN, CITY MANAGER)

Documents:

[200803 STAFF REPORT CONTRACT ADDENDUM.PDF](#)
[COWETA ADDENDUM 072020.PDF](#)
[MIG QUOTE 18.PDF](#)

9. JOINT RESOLUTION 2020-24

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF JOINT RESOLUTION 2020-24, A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST HAVING THE CITY OF COWETA, OKLAHOMA AS ITS BENEFICIARY, ALLOCATING FUNDS FOR THE PURCHASE OF AUTOMATIC METER READING TECHNOLOGY AND THE TERMS FOR THE REPAYMENT THEREOF.
(ROGER KOLMAN, CITY MANAGER)

Documents:

[200803 STAFF REPORT AMR SYSTEM.PDF](#)
[200803 RESOLUTION 2020 24.PDF](#)

10. RESOLUTION REGARDING BUDGET AMENDMENTS
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2020-22, 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, 2021.
(JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[200803 STAFF REPORT RESOLUTION 2020 22.PDF](#)
[200803 RESOLUTION 2020 22.PDF](#)

VII. NEW BUSINESS

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

VIII. 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 REGULAR MEETING
JULY 6, 2020 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, July 6, 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. GENERAL CITY COUNCIL COMMENTS

There were City Council comments.

V. CONSENT

Motion by Harold Chance, second by Logan Brown to approve the consent calendar items:

1. Minutes of the Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority Joint Special Meeting held on June 1, 2020.
2. Minutes of the Coweta City Council Regular Meeting held on June 1, 2020.
3. Minutes of the Coweta City Council Special Meeting held on June 29, 2020.
4. Quarterly Review of Coweta's 911 System for the quarter ending June 30, 2020.

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

VI. PROCLAMATIONS

Mayor Morris presented a proclamation naming the Day Room at the Coweta Fire Station after retired Fire Chief Greg Edwards.

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

VII. OLD BUSINESS

1. Contract with Crossroads Communications

City Manager Roger Kolman discussed the renewal of the contract with Crossroads Communications, Inc. for public relations and economic development consulting services.

Motion by Harold Chance, second by Randy Woodward to approve the renewal of the contract with Crossroads Communications.

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

2. Enterprise Resource Planning (ERP) Software Agreements

Julie Casteen, Assistant City Manager, presented contracts with Caselle, Inc. for the replacement of the City's ERP system.

Motion by Harold Chance, second by Randy Woodward to approve agreements with Caselle, Inc. in an amount not to exceed \$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.

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

3. CLS 20-04 Minor Subdivision (Lot Split)

Carolyn Back, Community Development Director presented an application for a lot split to divide a parcel located at 25701 E 107th Street South.

This item died for lack of a motion.

4. Ordinance 836 Rezoning CZ 20-09

Item became moot and was removed from the Agenda because it was linked to Item 3.

5. Declaration of an Emergency Ordinance 836

Item became moot and was removed from the Agenda because it was linked to Item 4.

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

6. Ordinance 835 PUD-C 20-01.

Carolyn Back discussed an application to create a Planned Unit Development (PUD) allowing for Industrial Light (IL) and Commercial General (CG) on property located at 27541 E 121st Street South.

This item died for lack of a motion.

7. Declaration of an Emergency Ordinance 835

Item became moot and was removed from the Agenda because it was linked to Item 6.

8. CZ-20-08 SUP Medical Marijuana Dispensary

Carolyn Back discussed the application for a Specific Use Permit for a medical marijuana dispensary on property currently zoned Commercial General (CG) located at 27541-A East 121st Street South.

Motion by Harold Chance, second by Naomi Hogue, to approve a Specific Use Permit for a medical marijuana dispensary on property currently zoned commercial General (CG) located at 27541-A East 121st Street South.

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

9. Planning Commission Meetings Proposed Day and Time Change

Carolyn Back described the desire to change the day and time of the Planning Commission regular meetings to the third (3rd) Monday of every month starting at 6:00 p.m. The change will allow more time to prepare items for the City Council agenda and will make the time consistent with the City Council meetings.

Motion by Evette Morris, second by Harold Chance, to approve the day and time change of the Planning Commission Regular meetings to the third (3rd) Monday of every month starting at 6:00 p.m.

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

VIII. NEW BUSINESS

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

Roger Kolman announced that bids for the Library interior remodel were processed after the meeting agenda had been finalized early due to the Fourth of July holiday. Two bids were received from local general contractors, with Truco Development Company submitting the low bid of \$24,136.03.

Motion by Harold Chance, second by Randy Woodward to award the bid to Truco Development Company at a cost not to exceed \$24,136.03 and authorizing the City Manager to execute all documents related to the project.

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

IX. ADJOURNMENT

Mayor Morris adjourned the meeting at 6:25 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Approval of Resolution Amending an Agreement with OMAG
Date: August 3, 2020

BACKGROUND

The City of Coweta has participated in an interlocal agreement with Oklahoma Municipal Assurance Group (OMAG) since 1981 to provide property, liability and Worker's Compensation insurance. The membership agreement is renewed automatically each year but may be cancelled with 30 days' notice. The original agreement expires June 1, 2027.

Article III of the original Agreement Establishing OMAG set a period of 50 years for the term of that agreement. The OMAG Board of Directors has proposed an amendment to the original agreement to allow for that agreement to exist into perpetuity and is now seeking approval of that amendment by the membership.

The accompanying Resolution to Amend the Agreement Establishing OMAG is essentially a ballot approving the proposed amendment to that original agreement.

STAFF RECOMMENDATION:

Staff recommends a motion to approve the Resolution to Amend the Agreement Establishing OMAG.

ATTACHMENTS:

Original Agreement Establishing OMAG
Initial Membership agreement between the City of Coweta and OMAG
Resolution to Amend the Agreement Establishing OMAG



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Resolution to Amend The Agreement Establishing OMAG

The Municipality agrees to the following amendment to The Agreement Establishing OMAG, Article III:

The effective date of this agreement shall be June 1, 1977 and shall continue in perpetuity.

Municipality: _____ City of Coweta _____

Signed by Designated Representative: _____

Approved this 3rd day of August, 2020

Return to: OMAG Member Services Dept.

c/o Kelsie Willis

Mail: 3650 South Boulevard, Edmond, OK 73013

Email: agreement@omag.org

Phone: 405-657-1438

Fax: 405-657-1401

**AGREEMENT ESTABLISHING
THE
OKLAHOMA MUNICIPAL ASSURANCE GROUP**

ARTICLE:

- I. Definitions
- II. Purpose
- III. Effective Date and Duration
- IV. Creation of Group
- V. Membership
- VI. Board of Trustees
- VII. Officers, Meetings, Procedures

ARTICLE:

- VIII. Administrator and Staff
- IX. Powers and Duties of the Board
- X. Financing
- XI. Additional Members, Terminating Membership
- XII. Dissolution and Disposition of Property
- XIII. Amendment of Agreement

The authority for this agreement is found in the Interlocal Cooperation Act of the Oklahoma Statutes (Section 1001 through 1008 of Title 74 of the Oklahoma Statutes).

The parties to this agreement, and any additional municipalities which may hereafter become parties to this agreement, are joining in consideration of the mutual covenants contained herein for the purposes provided in Article II of this agreement, together with such additional purposes as may be hereafter adopted.

ARTICLE I. DEFINITIONS

For the purpose of this agreement,

- 1. The term "municipality" shall mean any incorporated city or town in the State of Oklahoma;
- 2. The term "member" shall mean a municipality which has become a party to this agreement;
- 3. The term "group" shall mean the Oklahoma Municipal Assurance Group;
- 4. The term "participating agency" shall mean a member, any duly constituted public agency or its instrumentality, or the group;
- 5. The term "board of trustees" or "board" shall mean the board of trustees of the Oklahoma Municipal Assurance Group;
- 6. The term "employee" shall mean any person who is acting or who has acted in behalf of a political subdivision or an agency whether that person is acting on a permanent or temporary basis, with or without being compensated or on a full-time or part-time basis. Employee also includes all elected or appointed officers, members of governing bodies and other persons designated to act for an agency or political subdivision, but shall not include independent contractors;
- 7. The term "insurance" shall mean a contract for indemnification against loss, damage or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
- 8. The term "self-insurance" shall mean a system whereby a participating municipal agency insures itself against risks, or assumes risks, through maintenance of reserves or some other method;
- 9. The term "risk" shall mean any chance of loss from contingencies or perils;
- 10. The term "plan" shall mean any program for insurance or self-insurance for participating agencies or their employees including benefits, services, protection or indemnification for life, accident and health, property, marine, vehicle, casualty, surety or other coverage;

11. The term "policy" shall mean a contract of or agreement for effecting insurance; and
12. The term "premium" shall mean the consideration for insurance.

ARTICLE II. PURPOSE

The purpose of this agreement is to:

1. Permit the municipalities joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; and
2. Provide a procedure for securing benefits, services, indemnification or protection for participating agencies and their employees relating to insurance or self-insurance, as authorized by law, of any of the following as they are defined by Sections 702 through 708 of Title 36 of the Oklahoma Statutes:
 - A. Life insurance for employees of participating agencies;
 - B. Accident and health insurance for employees of participating agencies;
 - C. Property insurance for participating agencies;
 - D. Marine insurance for participating agencies;
 - E. Vehicle insurance for participating agencies;
 - F. Casualty insurance for participating agencies and their employees; or
 - G. Surety insurance for participating agencies and their employees.

ARTICLE III. EFFECTIVE DATE AND DURATION

The effective date of this agreement shall be June 1, 1977. The agreement shall continue from year to year, without the necessity of a formal renewal by any member, for a period of fifty (50) years after June 1, 1977, unless sooner dissolved or extended by mutual agreement.

ARTICLE IV. CREATION OF GROUP

To carry out the purposes of this agreement, there is hereby created the Oklahoma Municipal Assurance Group, which group is formed, financed, organized, shall operate and may be dissolved in accordance with the provisions of this agreement.

ARTICLE V. MEMBERSHIP

Membership in the Oklahoma Municipal Assurance Group shall consist of those municipalities which are or become parties to this agreement. Each member shall be entitled to one vote which shall be cast by the governing body, or its designated agent.

ARTICLE VI. BOARD OF TRUSTEES

1. There shall be a board of seven (7) trustees for the Oklahoma Municipal Assurance Group elected from among the members for the group.
2. The trustees shall be as follows:

For terms ending on June 30, 1978 - Greg Harrison, City Manager of Okmulgee; Lloyd Haskins, City Manager of Sallisaw, and Stephen E. Reel, City Manager of The Village;

For terms ending on June 30, 1979 - Jean Hanson, Mayor of Cleveland, and Clyde L. Klingsick, Mayor of Kingfisher; and
For terms ending on June 30, 1980 - James Callahan, Finance Director of Bartlesville, and Gene Walker, City Manager of McAlester.

Thereafter, the successors to the trustees whose terms are expiring shall be elected for three-year terms commencing on the first day of July following their election.

3. Each trustee shall be an elected or appointed officer of a member of the group. If a trustee ceases to be an elected or appointed officer of a member of the group, the trustee's position shall be deemed vacant.
4. Any vacancy on the board of trustees shall be filled by appointment by the majority vote of the remaining trustees for any unexpired term.
5. Trustees shall serve on the board without compensation, but they may be reimbursed for their actual and necessary expenses as are incurred in the performance of their duties from the fund established in Article X. No trustee nor the administrator appointed in Article VIII shall incur any liability for any action, or failure to act, in such capacity except for gross negligence or willful misconduct.

ARTICLE VII. OFFICERS, MEETINGS, PROCEDURES

The trustees shall elect from among their membership a Chairman, Vice-Chairman and a Secretary. The board shall fix the date, time and place of regular meetings. In September of each year, the board shall hold a regular meeting, which shall be the annual meeting, at which it shall elect its officers.

Four (4) trustees shall constitute a quorum for the transaction of business, but any official action of the board must have a favorable vote by a majority of the trustees of the board. The board shall adopt such procedures as are deemed necessary and desirable for the conduct of its business.

ARTICLE VIII. ADMINISTRATOR AND STAFF

The board of trustees may appoint the administrator of the group, or any other employees of the group, or employ or contract for legal counsel, actuaries or other consultants, as it deems necessary to administer or provide for the plans, policies or services established pursuant to this agreement.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD

The board of trustees may establish and manage any of the plans, policies and other services contemplated in this agreement, and may:

1. Prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering or providing any part or all of the plans, policies or services contemplated in this agreement on behalf of and with participating agencies;
2. Determine the rates, risks, benefits and terms of any plans, policies or services contemplated in this agreement; adjust the rates and benefits based on claim experience after at least forty-five (45) days notice to affected participating agencies;
3. Provide for individual or collective underwriting or other agreements for participating agencies in any plan, policy or service contemplated in this agreement; serve as the policy-holder of any group policies or plans; determine the methods of claim administration and payment; provide

- for claim experience for participating agencies collectively or separately;
4. Determine the amount of contributions or appropriations required from participating agencies for the purpose of participating in any part or all of the plans, policies or services established pursuant to the agreement;
 5. Establish standards for eligibility of participating agencies or employees in any plan, policy or service, and procedures for enrollment and withdrawal in any plan, policy or service; and establish effective dates of coverage;
 6. Provide for the administration of the fund or funds established in Article X, for the manner of payments to such fund and for payment of all expenses in connection with the plans, policies or services which may be established; and establish procedures for safekeeping, handling and investing such fund or funds and any monies received or paid;
 7. Establish the duties and records of the administrator to enable the correct billing of premiums and fees, enrollment of participating agencies and their employees, and payment of claims;
 8. Serve as an appeals body for complaints of participating agencies and their employees regarding allowance and payment of claims, eligibility and other matters, and establish procedures for grievances of agencies and employees;
 9. Study the operation of plans, policies or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;
 10. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of this agreement; exercise the full power and authority of any member of the group when requested to do so by the member governing body; or otherwise provide for necessary activities to accomplish the purposes of this agreement.

ARTICLE X. FINANCING

The board of trustees shall establish a fund or funds as it deems necessary for the purposes of, but not limited to, the following;

1. Payment of premiums or fees for any part of the plans, policies or services established pursuant to this agreement;
2. Payment of necessary expenses approved by the board;
3. Payment of claims;
4. Payment of administration expenses; or
5. Payment of other expenses incurred in accomplishing the purposes of this agreement.

All monies paid to such fund or funds shall be held in the name of the group. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expenses, any remaining money shall be held for the benefit of the group.

The board shall provide for the manner and dates for preparation by the administrator of an annual budget and reports on the financial condition of the fund or funds.

Each participating agency shall pay for all costs, premiums, or other fees attributable to its respective participation in any plan, policy or service established under this agreement, and shall be responsible for its obligations under any contract entered into with the group.

ARTICLE XI. ADDITIONAL MEMBERS, TERMINATING MEMBERSHIP

Any eligible member, as defined in Article I, may join the group by adoption of a resolution of its governing body in accordance with the procedures of the Interlocal Cooperation Act. Any member may

withdraw from the group by a resolution of its governing body after thirty (30) days notice is given in writing to the chairman of the board of trustees. Any withdrawing member shall relinquish all voting rights and privileges and any and all claim of title or interest to any asset of the group upon the effective date of withdrawal from the group.

ARTICLE XII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the group shall be vested in the group. In the event of termination of the group, such property shall belong to the then members of the group in equal shares. Upon partial or complete termination of the agreement, the majority vote of the remaining members of the group is binding in all respects as to the disposition of property and dissolution of the group. The board of trustees shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution and winding up of the affairs of the group.

ARTICLE XIII. AMENDMENT

This agreement may be amended from time to time upon:

1. Recommendation of the board of trustees and approval by at least seventy-five percent (75%) of the members of the group; or
2. Petition proposed by at least twenty percent (20%) of the members of the group and approval by at least seventy-five percent (75%) of the members of the group.

Any proposed amendment shall be circulated to members of the group at least thirty (30) days prior to the date that approval is required by the board.

Date of Agreement: June 1, 1977
Approved by Attorney General: July 1, 1977
Amended February 16, 1979
Amended May 28, 1993

RESOLUTION TO EXECUTE THE AGREEMENT

RECEIVED

ESTABLISHING THE OML MUNICIPAL ASSURANCE GROUP MAR 03 1981

OKLAHOMA
MUNICIPAL AFFAIRS

WHEREAS, the Interlocal Cooperation Act of the Oklahoma Statutes enables municipal governments to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage; and

WHEREAS, the City of Coweta desires to secure protection, benefits and indemnification relating to insurance or self-insurance for life, medical, accident and health, and other insurance coverage for itself and its employees; and

WHEREAS, the City of Coweta finds that the best and most efficient way of securing this protection is by cooperating with other municipalities; and

WHEREAS, the Agreement Establishing the OML Municipal Assurance Group provides a basis for securing this protection for member municipalities;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Coweta

THAT, the City of Coweta join with other municipalities in creating the OML Municipal Assurance Group;

BE IT FURTHER RESOLVED THAT, the City of Coweta hereby agrees to become a party to the Agreement Establishing the OML Municipal Assurance Group, dated June 1, 1977, for the purposes and in consideration of the mutual covenants contained therein; and

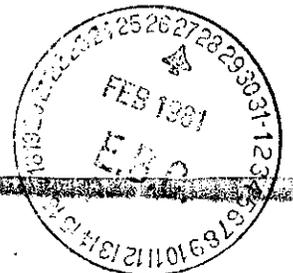
BE IT FURTHER RESOLVED THAT, by adoption and signing of this resolution, the City of Coweta is hereby executing the Agreement Establishing the OML Municipal Assurance Group effective July 1, 1977.

Adopted by the Council of the City of Coweta, Oklahoma this 2 day of February 1981.

M. C. Deussen
Mayor

ATTEST:

Lucy B. Robb
City Clerk





CONTRACT

THIS CONTRACT made and entered into this 3rd day of August, 2020, by and between the CITY OF COWETA, Wagoner County, State of Oklahoma, (hereinafter “City”) and KI BOIS COMMUNITY ACTION FOUNDATION, a Not For Profit corporation (hereinafter “KI BOIS”).

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

- I. The City finds that KI BOIS performs functions at a public purpose, specifically the providing of transportation services in and around the Coweta area;
- II. The City agrees to provide payment for services performed by KI BOIS and specifically payment for services in providing transportation in the Coweta area;
- III. KI BOIS agrees to continue to provide transportation services and to make public transportation available in and around the Coweta area for Fiscal Year 2020-2021, beginning July 1, 2020, and ending June 30, 2021. The ridership, level of service and service territory served and provided during FY20 thru FY21 will be the same as was as provided and served in FY19 thru FY20
- IV. The City agrees to pay KI BOIS for its services the amount of FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00), between December 1, 2020, and January 31, 2021, upon proper invoice provided by KI BOIS. Furthermore, the City will allow KI BOIS to use the City-owned property at 204 North Broadway at no charge for their operations center, as well as fund all City-owned utility services for the building. KI BOIS will be responsible for paying all other applicable utility services necessary for their operations. KI BOIS will provide Vehicular Public Liability insurance covering death, personal injury and property damage.
- V. KI BOIS will provide the City with regular utilization data, as requested, and other pertinent ridership information in order to keep the City informed as to the operational matters of the public transportation program.
- VI. The parties hereto agree that the above compensation shall be the full and complete compensation to be paid by the City to KI BOIS for services provided and that this contract is limited to the term set forth above.

Approved in open meeting of the Coweta City Council on the 3rd day of August, 2020.

ATTEST:

CITY OF COWETA, OKLAHOMA

Julie Casteen, City Clerk

Evette Morris, Mayor

APPROVED AS TO FORM:

KI BOIS COMMUNITY ACTION

Ronald D. Cates, City Attorney

R. Caroll Huggins, Executive Director

RESOLUTION 2020-21

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

WHEREAS, the City Council of Coweta, Oklahoma, (hereinafter called the “City”), and the Coweta Public Works Authority, an Oklahoma public trust (hereinafter called the “Authority”), entered into a certain Sales Tax Agreement (hereinafter called the “Agreement”), whereby the City agrees to make payments to the Authority in the amounts sufficient to pay when due principal and interest on the Authority’s Utility Revenue Bonds, \$23,980,000 Tax Exempt Refunding Series 2016A and \$1,195,000 Taxable Refunding Series 2016B and other obligations of the Authority therein described as therein provided; and;

WHEREAS, it is necessary that such Agreement be ratified and affirmed for the fiscal year of the City of Coweta, Oklahoma, ending June 30, 2021. and;

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

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

SECTION 1. The Agreement between the City and the Authority, whereas the City agrees to make payments to the Authority in the amounts sufficient to pay principal and interest on the Authority’s Utility System Revenue Bonds, is hereby ratified and affirmed by the governing body of Coweta, Oklahoma, for the fiscal year ending June 30, 2021.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 3rd Day of August 2020.

Evette Morris, Mayor

Approved as to form:

Attest:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Resolution Pledging Sales Tax Revenues

Date: August 3, 2020

BACKGROUND

In connection with the Series 2016 A and Series 2016 B Refunding Bonds issued by the Coweta Public Works Authority (“the Authority”) as of November 1, 2016, the City and the Authority entered into a certain Sales Tax Agreement whereby the City pledged its sales tax revenues to support the debt service requirements of the Coweta Public Works Authority.

Based on Oklahoma law regarding the encumbrance of annual revenues, the Coweta City Council must annually renew this agreement by resolution.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2020-21.

ATTACHEMENTS

Resolution 2020-21



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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: 08-03-2020

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 |

PUD-C Application Overview

And Site Plan

27541 E 121st Street South

Coweta, Ok 74429

Owners / Applicants:

Jason Smith and Johnna Knapp

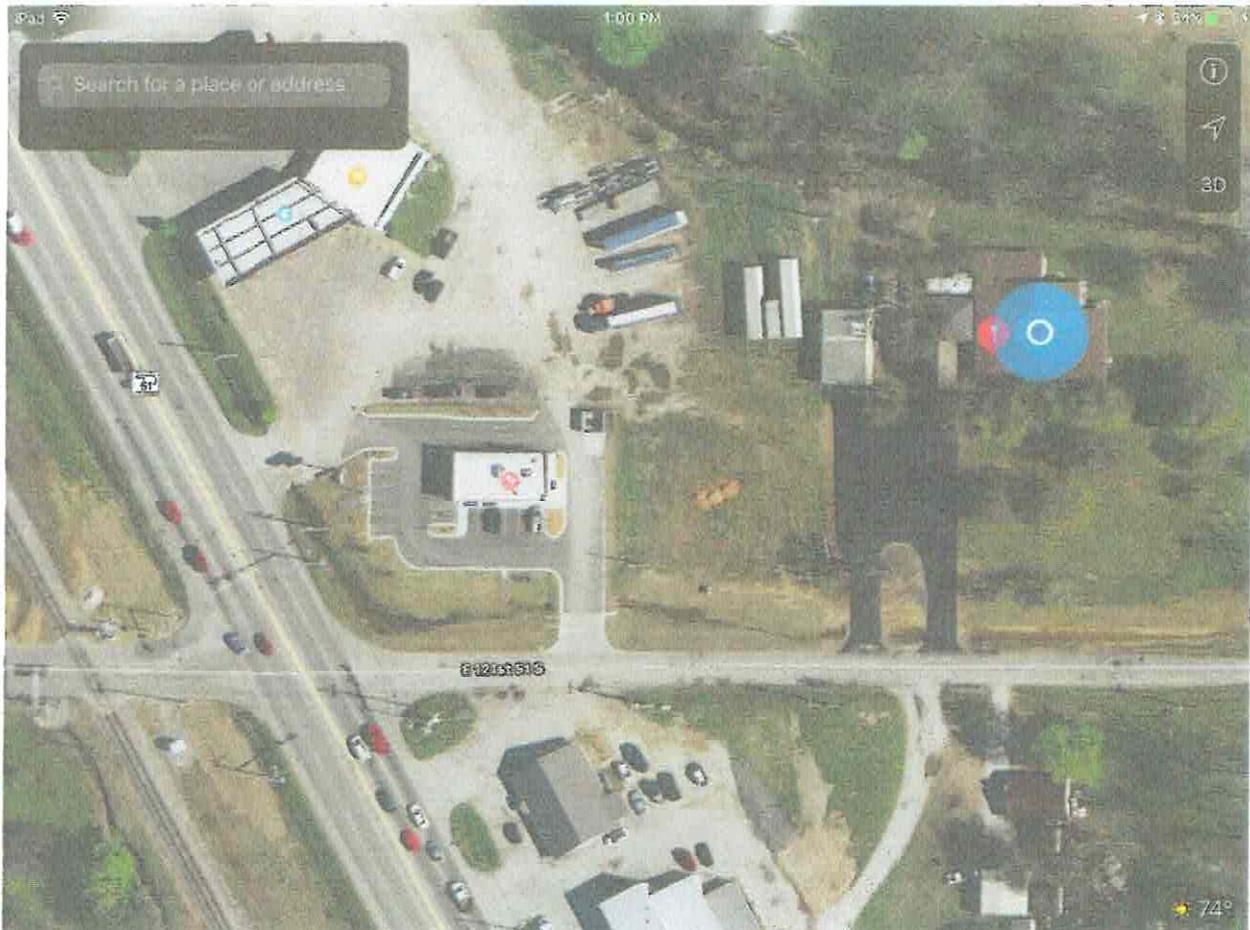
Gnoman, LLC

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.



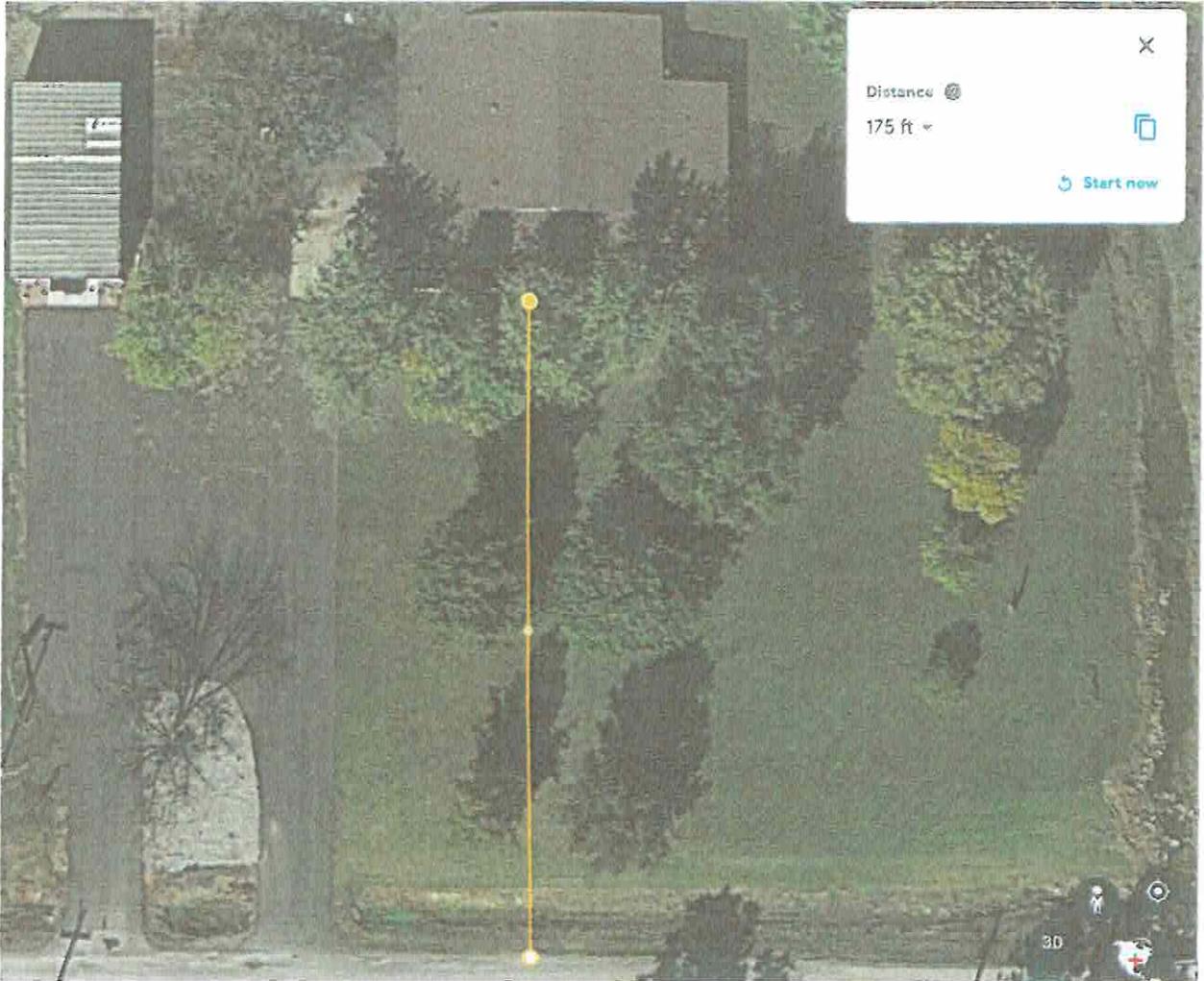
IL (Light Industrial) Uses under the PUD-C

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

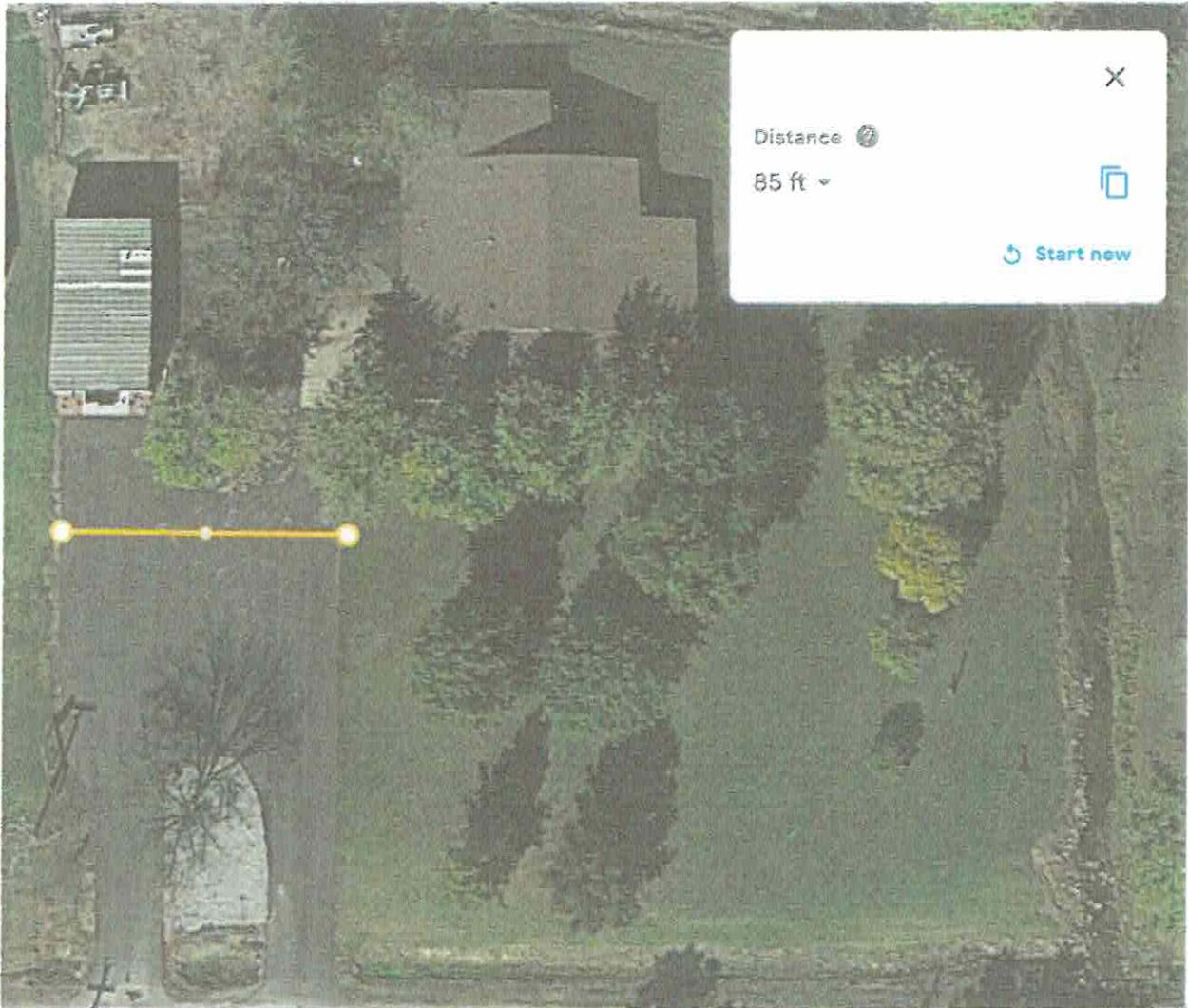
Both structures are set back 175' from 121st street.



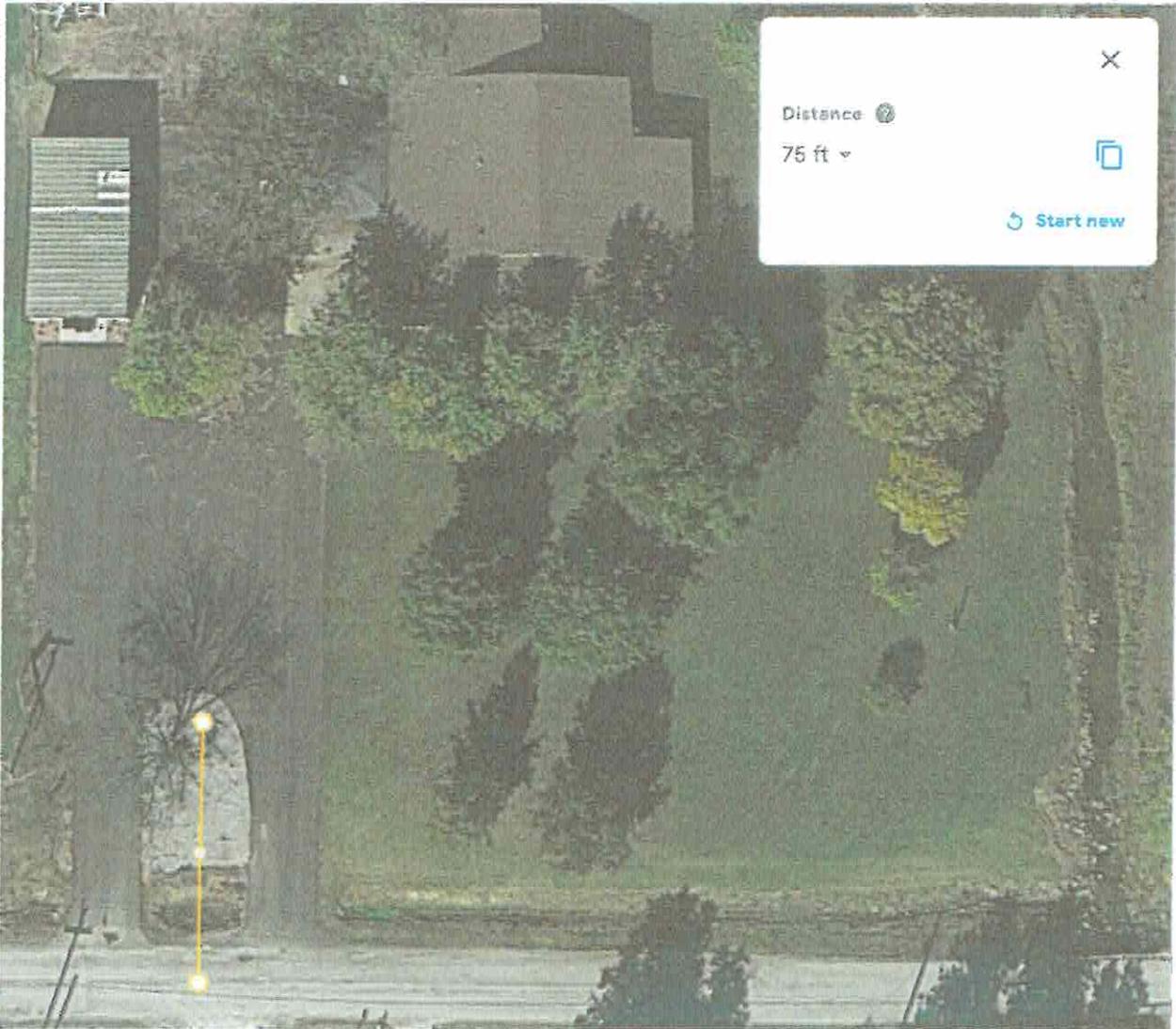
Off-Street Parking

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'.

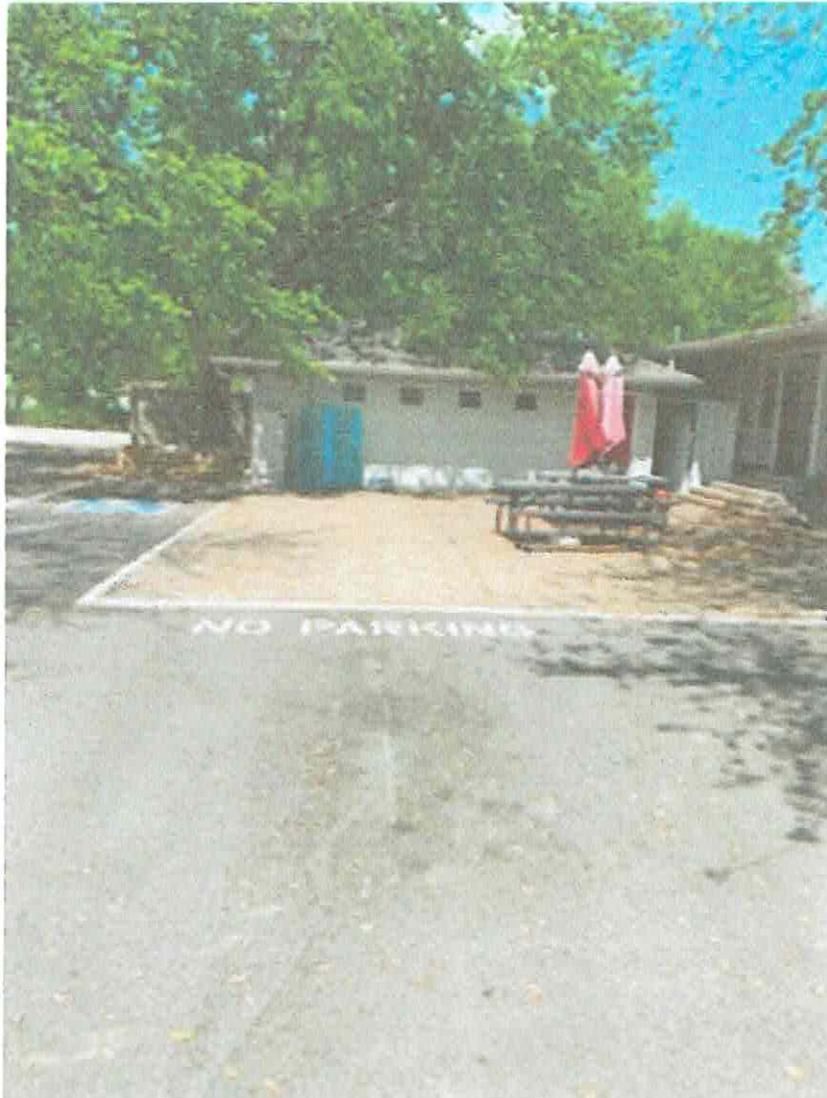


There are 16 Standard parking spots, 2 handicap parking and 10 Motorcycle parking spots as shown below.



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

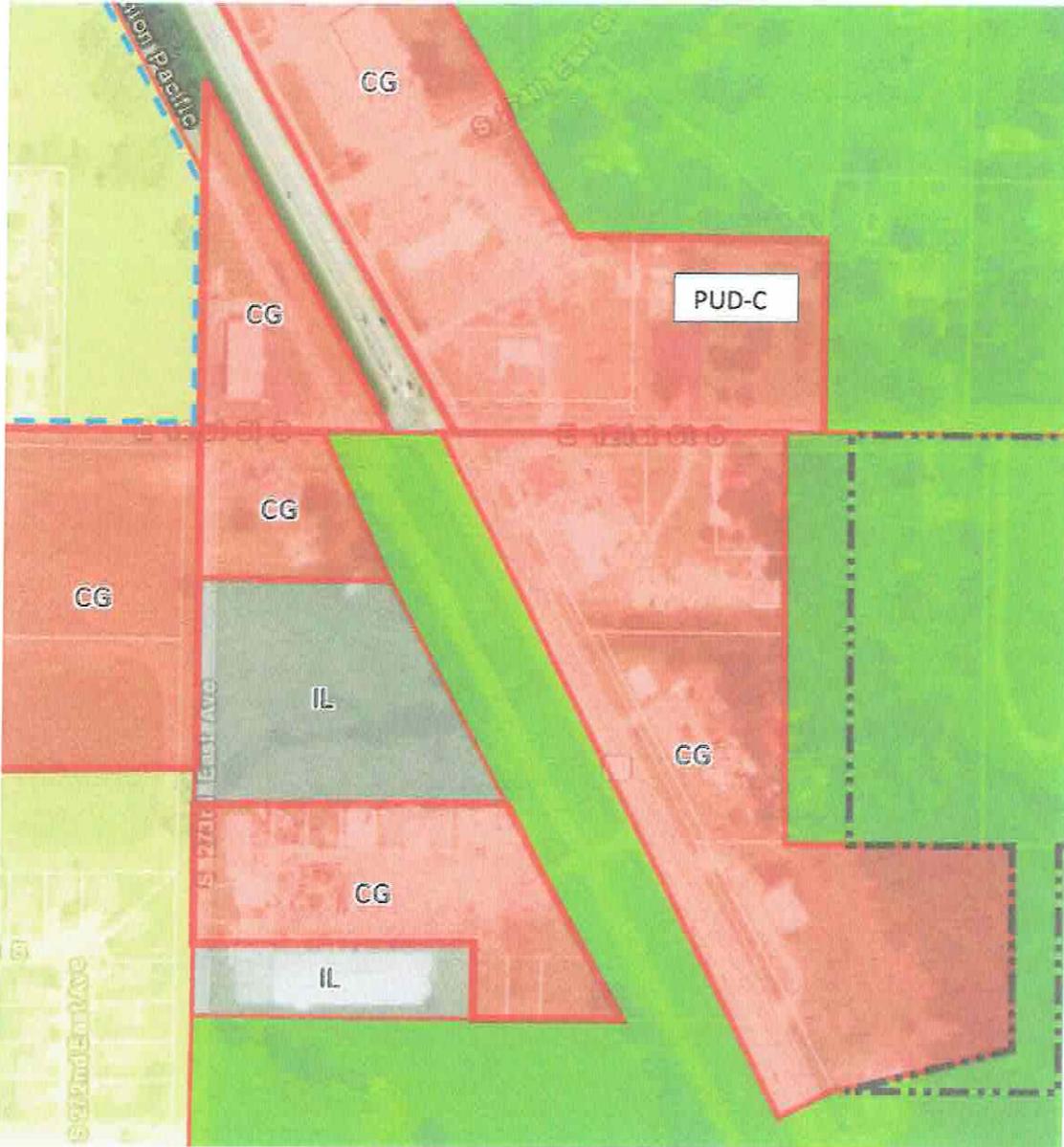
We have one ground sign that was originally part of the property and will remain. The existing sign is 10' tall and 12' long. We have no plans on any permanent signage to be installed at this time but will reserve the right to amend the PUD-C in accordance with signage requirements as needed. The existing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

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

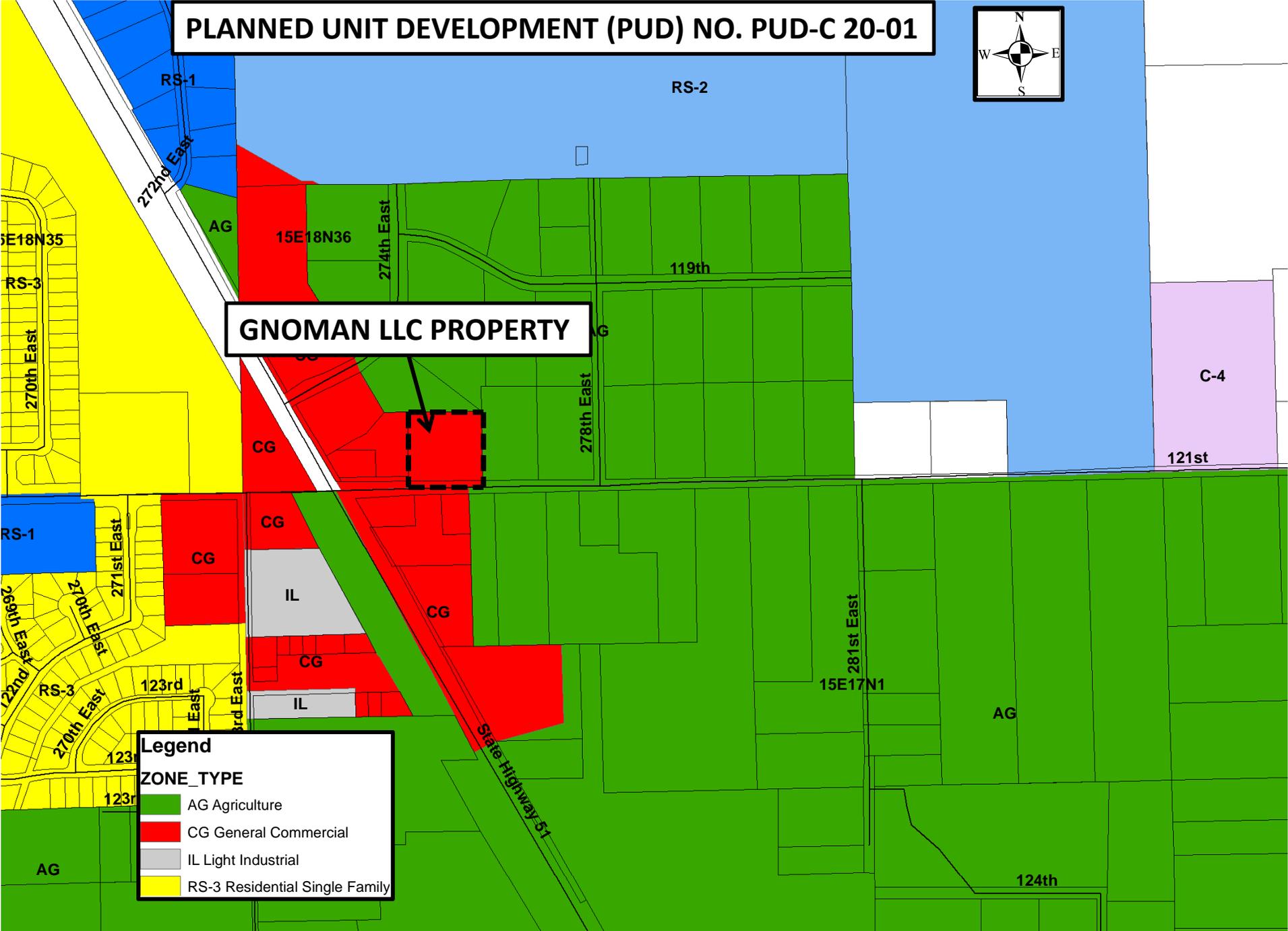


GNOMAN LLC PROPERTY

Legend

ZONE_TYPE

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



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



GNOMAN LLC PROPERTY



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

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC PROPERTY A 10-FOOT BY 8 FOOT PUBLIC UTILITY EASEMENT AS CONSTRUCTED BY THE OWNER OF COWETA TRAILS, WITHIN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, THE CITY OF COWETA, STATE OF OKLAHOMA.

WHEREAS, the 10-foot by 8-foot public utility easement, described in the legal description and depicted on the public utility exhibit, (attached as Exhibit A and Exhibit B, respectively), were received by the City of Coweta; and,

WHEREAS, the Subdivision Regulations require that all public improvements be formally accepted by the Coweta City Council by resolution or ordinance.

THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta that the 10-foot by 8-foot public utility easement on Coweta Trails, L.P. property is formally accepted by the City of Coweta as public property.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 3rd day of August, 2020

Evette Morris, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

PUBLIC UTILITY EASEMENT

That in consideration of One Dollar and other good and valuable consideration paid to Coweta Trails, LP, an Oklahoma limited partnership, herein referred to as Grantor, by the City of Coweta, Oklahoma, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement for ingress and egress, to use, install, operate, maintain, repair, remove, relocate and replace public utilities and for other public uses, in and along real property owned by Grantor in the City of Coweta, Oklahoma, and the easement being more fully described as follows:

See Exhibit A and B attached hereto and make a part hereof.

TO HAVE AND TO HOLD such property to Grantee, the City of Coweta, forever for the uses and purposes normally associated with public uses such as utilities.

Grantor, its successors and assigns, may not install, build, place or cause or allow anything to be installed, built, or placed in the easement, without the expressed written consent of Grantee. Grantor may not interfere with the easement in anyway. If any improvement is installed, built, or placed within the easement, Grantor bears the risk of loss or damage to those improvements resulting from the exercise of the easement rights and the City is not responsible to repair, replace, maintain, indemnify or reimburse Grantor for any damage or loss.

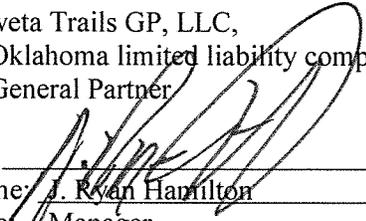
The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 17 day of June, 2020.

GRANTOR:

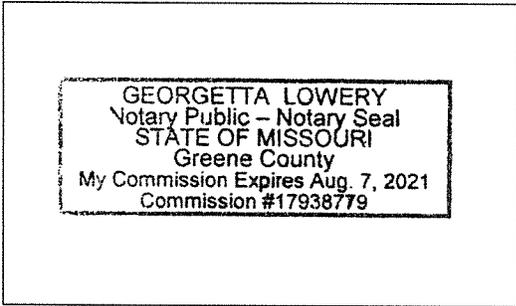
Coweta Trails, LP,
an Oklahoma limited partnership

By: Coweta Trails GP, LLC,
an Oklahoma limited liability company,
its General Partner

By: 
Name: J. Ryan Hamilton
Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

On this 17 day of June, 2020, personally appeared before me, J. Ryan Hamilton, known or identified to me to be the Manager of Coweta Trails GP, LLC, an Oklahoma limited liability company, which is the General Partner of Coweta Trails, LP, an Oklahoma limited partnership, and who subscribed said limited partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership's name.



Georgetta Lowery
(Print Name) Georgetta Lowery
Residing at Springfield, Missouri
My appointment expires: August 7, 2021

ACCEPTANCE OF DEDICATION

The City of Coweta, Oklahoma, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

Dated this ____ day of June, 2020.

CITY OF COWETA

EXHIBIT A

Public Utility Easement – Legal Description

10'XB' PUBLIC UTILITY EASEMENT EXHIBIT
SOUTHEAST QUARTER (SE/4) OF SECTION 35 IN TOWNSHIP 18 NORTH AND RANGE 15 EAST OF
THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35) in Township Eighteen (18) North and Range Fifteen (15) East of the Indian Base and Meridian (I.B.&M.), according to the U.S. Government Survey, thereof, Wagoner County, State of Oklahoma; being more particularly described as follows:

Commencing at the SE corner of the SE/4 of Sec. 35, T-18-N, R-15-E, I.B.&M.; Thence S 88°44'55" W along the South line of said SE/4 a distance of 35.25 feet; Thence N 01°24'11" W a distance of 266.21 feet; Thence N 29°47'54" W a distance of 373.04 feet to the Point of Beginning of the easement herein intended to be described;

Thence S 60°12'06" W a distance of 10.00 feet; Thence N 29°47'54" W a distance of 8.00 feet; Thence N 60°12'06" E a distance of 10.00 feet; Thence S 29°47'54" E a distance of 8.00 feet to the Point of Beginning, and containing 80 Square feet of land, more or less.

SCALE: TEXT

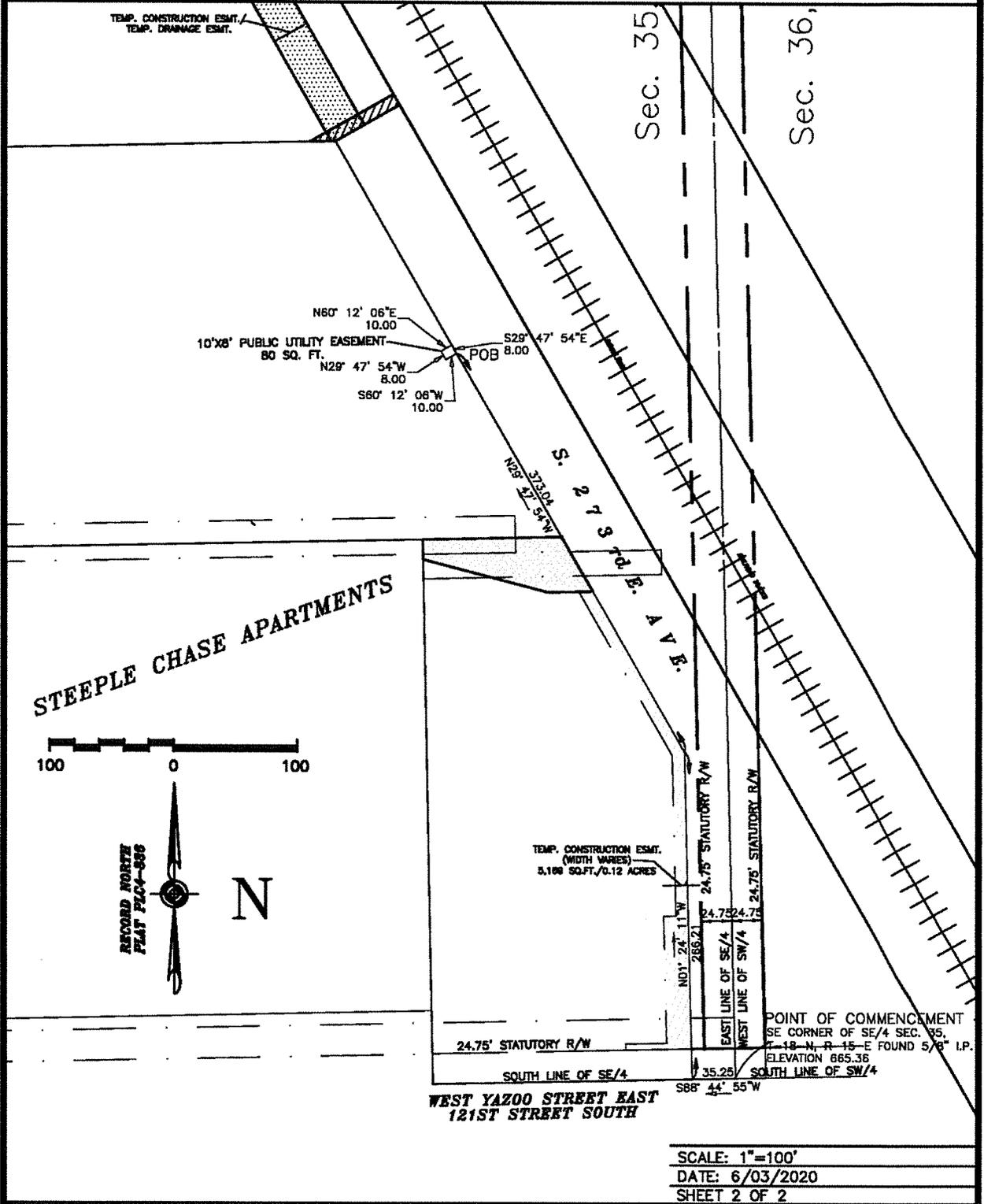
DATE: 6/03/2020

SHEET 1 OF 2

EXHIBIT B

Public Utility Easement – Depiction

10'X8' PUBLIC UTILITY EASEMENT EXHIBIT
 SOUTHEAST QUARTER (SE/4) OF SECTION 35 IN TOWNSHIP 18 NORTH AND RANGE 15 EAST OF
 THE INDIAN BASE AND MERIDIAN (I.B.&M.), WAGONER COUNTY, STATE OF OKLAHOMA



SCALE: 1"=100'
 DATE: 6/03/2020
 SHEET 2 OF 2



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Tort Claim 208106-1-LR, Yeagley
Date: August 3, 2020

BACKGROUND

On June 1, 2020, Jared and Marie Yeagley submitted a Tort Claim regarding damage to their vehicle. The essence of their claim was that on May 23, 2020 a piece of roadway came up after they drove over the pavement and damaged the rear of their vehicle, a 2014 Ford Focus. The incident occurred in front of a home at 12315 E. 273rd Street South. The cost to repair the vehicle was \$1,919.46.

The City's insurer, Oklahoma Municipal Assurance Group ("OMAG"), has recommended denying this claim, having found no liability on the part of the City.

STAFF RECOMMENDATION:

Staff refers Council to the recommendation of its insurer.

ATTACHMENTS:

Correspondence from OMAG
Documentation of the Tort Claim



July 7, 2020

City of Coweta
Attn: Julie Casteen
P.O. Box 850
Coweta, Oklahoma 74429-0850

RE: Member : City of Coweta
Claimant : Jared Yeagley
Date of Loss : May 23, 2020
Claim No. : 208106-1-LR

Dear Ms. Casteen:

We have completed our investigation regarding the above referenced claim. It is our recommendation to the City of Coweta that this claim be denied. We find no liability on the City of Coweta's part regarding this incident.

Under the Governmental Tort Claims Act, 51 Okla. Sec. 157(A), this claim will be deemed denied ninety (90) days after it was received by the City of Coweta. 51 Okla. Stat. Sec. 157 (B) requires any lawsuit under the Act to be commenced within one hundred eighty (180) days after denial of the claim.

Thus to begin the 180-day statute of limitations prior to 8/30/2020, you must deny this claim in writing before 8/30/2020. For the 180-day period to start running, the claimant **must be notified at the address on the claim within five (5) days of the denial.** To document compliance with the Act, we recommend that you send notice of denial of this claim by certified mail.

Please advise us as soon as possible of any official action taken by you on denial of this claim.

Sincerely,

Lori Randall, CCP
Senior Claims Adjuster



July 7, 2020

Mr. Jared Yeagley
27175 E. 123rd St. South
Coweta, Oklahoma 74429

RE: Member : City of Coweta
Claimant : Jared Yeagley
Date of Loss : May 23, 2020
Claim No. : 208106-1-LR

Dear Mr. Yeagley:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Coweta, I am recommending denial of this claim and find no liability on the City of Coweta's part for this claim.

A municipality may be liable only if it had prior notice of a defect or problem and failed to take appropriate remedial action within a reasonable time before the damage occurred.

The City of Coweta had no notice of this issue prior to your incident. Based on this information we are recommending denial of this claim to the City of Coweta.

Sincerely,

Lori Randall, CCP
Senior Claims Adjuster

cc: City of Coweta

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP - MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the City of Coweta
Public entity you are filing this claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: The filing of this form with the City Clerk's office is only the initial step in the claim process and does not indicate in any manner the acceptance of responsibility by the City or its related entities. Written notice is required by law and shall be filed with the City Clerk within one (1) year from the date of occurrence. It will then be sent to OMAG Claims Dept. for investigation. You may expect them to contact you. Failure to file within such time frame may result in the claim being barred in its entirety. Other limitations to your claim may apply (See Oklahoma Statutes Title 51, Section 151-172).

CLAIMANT(S) Jared & Marie Deagley CLAIMANT(S) SOCIAL SECURITY NO. [REDACTED]
ADDRESS 27175 E 123rd St S. Coweta OK 74429 CLAIMANT(S) DATE OF BIRTH [REDACTED]
PHONE: HOME [REDACTED] BUS. [REDACTED]

- DATE AND TIME OF INCIDENT 5/23/2020 a.m. (12:30 p.m.) Continue on another sheet if needed for any information requested)
- LOCATION OF INCIDENT 273rd St S. - in front of 12315 address
- DESCRIBE INCIDENT Piece of the road came up after drove over and caused damage to the rear of the vehicle

4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES:

BODILY INJURY: WAS CLAIMANT INJURED? YES ___ NO X If yes, complete this section
Describe injury _____

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES ___ NO X If so, please give name, address and phone number of company _____

NAME OF DOCTOR OR HOSPITAL _____

ALL MEDICAL BILLS (attach Copies) \$ _____
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL BODILY INJURY. \$ _____

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE NAME Ford BODY TYPE Focus YEAR 2014

NOTE: If damage is to a vehicle, a photocopy of your motor vehicle title is required.
IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS _____

PROPERTY DAMAGE (Attach repair bills or two estimates) \$ 1919.46
LIST OTHER DAMAGES CLAIMED \$ _____
TOTAL PROPERTY \$ 1919.46

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
<u>Progressive Northern</u>	[REDACTED]	<u>0</u>	

6. The names of any witnesses known to you.

Name	Address	Phone Number
Name	Address	Phone Number

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM \$ 1919.46

Marie C. Deagley SIGNATURE(S) 6/1/2020 DATE

Retail Invoice
193359
05/31/2020



Store# 014109
In: 05/23/20 02:06PM
Out: 05/31/20 04:37PM

www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off Appt: No

FINAL INVOICE

TULSA WOODLAND HILLS - 8334 E 71ST ST, TULSA, OK. 74133-2932 - 918.250.3663

Service Advisor: 7 ELAINE

Wheel Lock:

Technician: 25 SHEAN

Customer Details:

YEAGLEY, JARED/MARIE
27175 E 123RD ST S

Alt. Auth. Name & Phone:

N/A

Vehicle Details:

2014 FORD FOCUS TITANIUM

2.0L L4 FI GAS VIN 2 DOHC

VIN #: [REDACTED]

LIC #: [REDACTED]

MILEAGE: [REDACTED]

COWETA, OK 74429-1019
918.845.5242

Description	Rev Hist /Article # ID	Qty	Unit Price	Extended Price	Job Total
CAR CARE PACKAGE					9.99
>> TIRE DAMAGE APPEARS TO BE COSMETIC TO OUTSIDE EDGE (IN RIM PROTECTOR) BUT CONFIRM. Ed-18 Battery Inspection Results:Your battery is in good condition. At your next oil change, we'll check it again for free.					
>> IMPACT TO LEFT REAR CORNER - HIT "POTHOLE" AN LR TIRE IS LEANING IN AND OUT AT FRONT. INSPECT AND SEE WHAT IS BENT AND REPORT.					
PKG: 01 COMPLETE VEHICLE INSPECTION					
VEHICLE INSPECTION	7028789 25NN	1	21.99	21.99	
PKG: 02 TIRE ROTATION W/ OTHER SERVICES					
TIRE ROTATION - NO CHARGE	7001119 25NS	1	N/C	N/C	
PKG: 03 ELECTRONIC BATTERY CHECK					
ELECTRONIC BATTERY CHECK	7002909 25NS	1	N/C	N/C	
PKG: 04 TIRE AIR PRESSURE CHECK					
TIRE AIR PRESSURE CHECK	7002937 25NS	1	N/C	N/C	
LBR-DISC DISCOUNT - LABOR	7004302 25N	-1	12.00	-12.00	
STEERING & SUSPENSION	1,2	07			609.60
LEFT REAR					
REMOVE & REPLACE R KNUCKLE ASSEMBLY - ONE SIDE	7041572 25NS	1	300.00	300.00	
7003030 LEFT REAR TRAILING ARM	7003030 25TN	1	309.60	309.60	
STRUTS	1	07			395.98
5645 SENSATRAC CAR SHK. 1 EA	7062937 25TN	2	149.99	299.98	
REMOVE & INSTALL OR REMOVE & REPLACE REAR SHOCK &/OR STRUT ASSEMBLY- BOTH	7019690 25NS	1	96.00	96.00	
SUSPENSION AND STEERING	2	07			781.58
2643093 CONTROL ARM	7022586 25TN	2	253.99	507.98	
REMOVE & REPLACE R CONTROL ARM - UPPER, BOTH	7042161 25NS	1	288.00	288.00	
LBR-DISC Store Discretionary Discount	7001639 25NS	-1	14.40	-14.40	

ORDER NOTES

Driving Conditions Include: DUSTY CONDITIONS

All parts are new unless otherwise specified.



www.FirestoneCompleteAutoCare.com

Cust Status: Drop Off

Appt: No

FINAL INVOICE

TULSA WOODLAND HILLS - 8334 E 71ST ST, TULSA, OK. 74133-2932 - 918.250.3663

Payment History:
CFNA 8360 1,919.46 02131 Sale
MID: 222220327001
Term: 0002 Manual Entry

Total Tendered 1,919.46

Summary:

Parts 1,117.56
Labor 679.59
Shop Supplies 25.00

Sub-Total 1,822.15
Tax (8.517%) 97.31
Total \$1,919.46

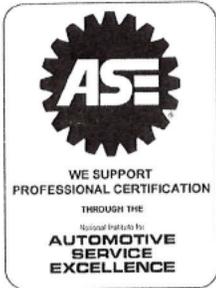
I acknowledge notice and oral approval of an increase in the original estimated price.

Revision History:	Rev Amt	Init
1) 05/26/2020 11:43AM	1084.63 YEAGLEY, JARED/MA 918.845.5242	_____
2) 05/30/2020 03:35PM	824.84 YEAGLEY, JARED/MA 918.845.5242	_____

Signature or Initials

Declined Work:
STEERING & SUSPENSION

Notes:
05/26/2020 [REDACTED]



I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.



Customer Signature

HOW ARE WE DOING?
Tell us about your experience today!
Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!
Visit www.FirestoneSurvey.com within 4 days and enter Code 014109-193359



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Computer Equipment for Work at Home

Date: August 3, 2020

BACKGROUND

Considering the current health pandemic, the ability to work remotely has become a strong requirement in case there is a need to temporarily close City offices.

Funding is available from the State of Oklahoma through the Coronavirus Relief Fund (CRF) to be reimbursed for equipment purchases needed for employees to work from home. While the funding is not guaranteed, these purchases are critical to continue public services should the city's offices have to be closed for any length of time.

Staff has identified the need for six laptops and four Surface Pro computers. The total cost is \$22,797.00

With the purchase of this equipment, every employee that uses a PC on a daily basis will have either a laptop or microcomputer that can easily be taken home, allowing critical City functions to continue.

STAFF RECOMMENDATION

Staff recommends approval of the purchase of six laptops and four Surface Pro computers and associated accessories at a cost not to exceed \$22,979.00, funded in the Capital Improvement Fund, account 12-5401-020.

Attachments:

Safari Micro Quote for Laptops
Safari Micro Quote for Surface Pros

Quote (Open)

Date

Jul 28, 2020 07:00 PM
MDT

Modified Date

Jul 30, 2020 01:04 PM
MDT

Doc

472773 - rev 1 of 1

Description

DELL LAPTOPS - (Work From Home users)

SalesRep

Zub-Gulick, Dorothy
(P) 888-556-5169
(F) 480-360-1370

Customer Contact

Casteen, Julie
(P) 918.279.7216
jcasteen@cityofcoweta-ok.gov



safarimicro
Your Guide to IT Solutions

Safari Micro, Inc.

2185 W. Pecos Rd
Suite 9
Chandler, Arizona 85224
United States
(P) 888-556-5169
(F) 480-360-1370

Shipping Info

Delivery Method: FedEx Ground
Carrier Account:
Shipping Instructions:

Shipping

City of Coweta
Casteen, Julie
310 S Broadway
Coweta, OK 74429
United States
(P) 918-486-2189
jcasteen@cityofcoweta-ok.gov

Billing

City of Coweta
Payable, Accounts
310 S Broadway
Coweta, OK 74429
United States
(P) 918-486-2189
rkolman@cityofcoweta-ok.gov

Sales Associates

Preparer: Zub-Gulick, Dorothy
Email: dorothy@safarimicro.com
Phone: 888-556-5169
Account Manager: Zub-Gulick, Dorothy
Email: dorothy@safarimicro.com

Terms: Check or Money Order

#	Image Description	Part #	Qty	Unit Price	Total
1	 Dell Latitude 5510 Core i7 10610U / 1.8 GHz - Win 10 Pro 64-bit - 16 GB RAM - 512 GB SSD NVMe, Class 35 - 15.6" touchscreen 1920 x 1080 (Full HD) - UHD Graphics 620 - Wi-Fi, Bluetooth - vPro - BTS - with 1 Year Hardware Service with Onsite/In-Home Service After Remote Diagn	Y377X	5	\$1,990.00	\$9,950.00
2	 Dell Upgrade from 1Y Next Business Day to 3Y ProSupport Extended service agreement - parts and labor - 3 years - on-site - 10x5 - response time: NBD - for Latitude 52XX, 5300, 5300 2-in-1, 54XX, 55XX, E5250, E5270, E5450, E5470, E5550, E5570	808-3126	5	\$200.00	\$1,000.00
3	 Thunderbolt Dock - WD19TB	WD19TB	6	\$261.00	\$1,566.00
4	VisionTek 16 GB DDR4 SO-DIMM 2666 MHz / PC4-21300 Memory	901177	5	\$169.00	\$845.00
5	Dell Latitude 5510	210-AWLP	1	\$2,140.00	\$2,140.00

#	Image Description	Part #	Qty	Unit Price	Total
	XCTO Base 10th Generation Intel® Core™ i7-10610U (4 Core, 8M cache, base 1.8GHz, up to 4.9GHz, vPro) Win 10 Pro 64 English, French, Spanish No AutoPilot No Productivity Software Intel UHD Graphics 620 with Thunderbolt for i7-10610U Intel vPro Active Management Technology (for vPro CPU, vPro Capable) 32GB, 2x16GB, DDR4 Non-ECC M.2 1TB PCIe NVMe Class 40 2280 Solid State Drive LCD back cover for Touch Latitude 5510, WLAN+WWAN Capable, Carbon Fiber Reinforced Polymer IR Cam/Mic Bezel with Dell Privacy Shutter 15.6" FHD WVA (1920 x 1080) Anti-Glare with Embedded Touch, 220 nits Dual Pointing with Touch Fingerprint Reader, Contacted Smart Card, Thunderbolt Dual Pointing Backlit US English Keyboard Wireless Intel AX201 WLAN Driver Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1 No Mobile Broadband Card 4 Cell 68Whr Long Life Battery (includes 3 year limited hardware warranty) E5 65W 7.4mm Lot 6 PCR EPEAT, Liteon No Anti-Virus Software OS-Windows Media Not Included E5 US Power Cord 5510 Quick Start Guide for Windows 10, Ubuntu US Order SERI Guide (ENG/FR/Multi) Custom Configuration Regulatory Label, FCC SupportAssist Dell(TM) Digital Delivery Cirrus Client Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) Waves Maxx Audio Dell Power Manager Dell SupportAssist OS Recovery Tool Dell Optimizer Dell Latitude 5510 SRV Direct Ship Info MIX SHIP Config (DAO/BCC) Intel Core i7 Label for vPro No Option Included No Mouse No Resource DVD / USB ENERGY STAR Qualified BTO Standard Shipment (S) No UPC Label No Removable CD/DVD Drive Latitude 5510 Bottom Door EPEAT 2018 Registered (Gold) Dell Limited Hardware Warranty Extended Year(s) Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport Dell Limited Hardware Warranty ProSupport: 7x24 Technical Support, 3 Years ProSupport: Next Business Day Onsite, 1 Year ProSupport: Next Business Day Onsite, 2 Year Extended				

Subtotal: \$15,501.00

Product Subtotal: \$15,501.00

Tax (0.000%): \$0.00

Shipping: \$0.00

Total: \$15,501.00

Safari Micro ships ONLY to the Continental US (AK and HI may be an additional charge) .

Most Quotations are valid for 30 days; provided, however, that supply is subject to availability of products and product pricing remaining unchanged from supplier. When we are informed of a price change, we will promptly notify you. Please check with your Sales Person for the expiration date of this Quotation. Opened Software or Printers and their consumables are not returnable. Please inspect your order for accuracy within 8 days of Receipt. ALL Hidden damage claims must be made in writing within 8 days of receipt. No Returns or Refunds on Apple, HP, Lenovo, Dell, Microsoft Surface Hardware, any Configure To Order or Build To Order Products, and Special Order products. Always check with your Sales specialist prior to purchase for more specific information.

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Quote (Open)

Date

Jul 28, 2020 06:56 PM
MDT

Modified Date

Jul 28, 2020 06:59 PM
MDT

Doc

472772 - rev 1 of 1

Description

Microsoft Surface Pro - (Work From Home users)

SalesRep

Zub-Gulick, Dorothy
(P) 888-556-5169
(F) 480-360-1370

Customer Contact

Casteen, Julie
(P) 918.279.7216
jcasteen@cityofcoweta-ok.gov



safarimicro
Your Guide to IT Solutions

Safari Micro, Inc.

2185 W. Pecos Rd
Suite 9
Chandler, Arizona 85224
United States
(P) 888-556-5169
(F) 480-360-1370

Shipping Info

Delivery Method: FedEx Ground
Carrier Account:
Shipping Instructions:

Shipping

City of Coweta
Casteen, Julie
310 S Broadway
Coweta, OK 74429
United States
(P) 918-486-2189
jcasteen@cityofcoweta-ok.gov

Billing

City of Coweta
Payable, Accounts
310 S Broadway
Coweta, OK 74429
United States
(P) 918-486-2189
rkolman@cityofcoweta-ok.gov

Sales Associates

Preparer: Zub-Gulick, Dorothy
Email: dorothy@safarimicro.com
Phone: 888-556-5169
Account Manager: Zub-Gulick, Dorothy
Email: dorothy@safarimicro.com

Terms: Check or Money Order

#	Image	Description	Part #	Qty	Unit Price	Total
1		Microsoft Surface Pro Tablet - Core i5 7300U / 2.6 GHz - Win 10 Pro 64-bit - 8 GB RAM - 256 GB SSD - 12.3" touchscreen 2736 x 1824 - HD Graphics 620 - Wi-Fi, Bluetooth - 4G - commercial	GWP-00001	4	\$1,405.00	\$5,620.00
2		Microsoft Surface Pro Type Cover (M1725) Keyboard - with trackpad, accelerometer - English - North American layout - black - commercial - for Surface Pro (Mid 2017), Pro 3, Pro 4	FMN-00001	4	\$102.00	\$408.00
3		Urban Armor Gear Plasma Notebook cover - ice (transparent) - for Microsoft Surface Pro (Mid 2017), Pro 4	SFPROHSS-L-IC	4	\$53.00	\$212.00
4		Microsoft Surface Pen Stylus - 2 buttons - wireless - Bluetooth 4.0 - platinum - commercial	EYV-00009	4	\$85.00	\$340.00
5		Microsoft Complete for business Extended service agreement - replacement - 2 years (from original purchase date of the equipment) - response time: 3-5 business days - commercial - for Microsoft Surface Pro (Mid 2017), Pro 3, Pro 4, Pro 6	W47-00090	4	\$179.00	\$716.00

Subtotal: \$7,296.00
Product Subtotal: \$7,296.00
Tax (0.000%): \$0.00
Shipping: \$0.00
Total: \$7,296.00

Safari Micro ships ONLY to the Continental US (AK and HI may be an additional charge) .

Most Quotations are valid for 30 days; provided, however, that supply is subject to availability of products and product pricing remaining unchanged from supplier. When we are informed of a price change, we will promptly notify you. Please check with your Sales Person for the expiration date of this Quotation. Opened Software or Printers and their consumables are not returnable. Please inspect your order for accuracy within 8 days of Receipt. ALL Hidden damage claims must be made in writing within 8 days of receipt. No Returns or Refunds on Apple, HP, Lenovo, Dell, Microsoft Surface Hardware, any Configure To Order or Build To Order Products, and Special Order products. Always check with your Sales specialist prior to purchase for more specific information.

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Memorandum

To: Honorable Mayor and City Council
From: Coweta Police Department
Re: Purchase New Pick-up for Animal Control
Date: 8/3/2020

BACKGROUND

The current Animal Control vehicle is a Chevy 2500 pick-up with over 186k mileage. The annual maintenance costs and downtime are beginning to place a burden on the operational budget for the division and the efficiency of service delivery. A new model F250 will fulfill the needs of the Animal Control Division for a reliable vehicle.

This purchase was included in the annual budget for FY 20-21 at line 12-5403.008.

STAFF RECOMMENDATION

Staff recommends approval of the purchase from Bill Knight Ford.

ATTACHMENTS

- Bill Knight Ford Fleet and Commercial Center itemized list and price quote.

P

BILL KNIGHT

FORD

Fleet and Commercial Center

SW035
Category #25101707
Item # 100009313
Dealer Name: Bill Knight Ford
Make: Ford
NEW ¾ Ton Regular Cab
Model F2A

July 31, 2020 REVISED CORRECT PRICE

Hello Ron,

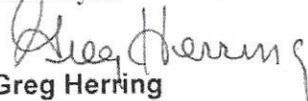
We are pleased to offer for your consideration one (1) or more new ordered 2020 Ford F250 R/C 4WD.

Please see below for your Contract Pricing.

Base price	\$24,887.00
Add F2B/41P 4WD/ skid plates	2,688.00
Add TBM AT tires	152.00
Add X3E add 3.73 Elock axle	359.00
Add 18B factory running boards	418.00
Add 96V XL value PKG	375.00
Add 76S Remote Start	237.00
Add 66S upfitter switches	151.00
Add 52B elect brake controller	266.00
Add 47b SP PKG	232.00
Total	\$29,765.00

Lead time: 2nd-3rd week of October

Thank you


Greg Herring
Bill Knight Ford Fleet Center
(918) 526-2392 direct line

9625 South Memorial Drive
Tulsa, Oklahoma 74133-6197
Phone: 918-526-2397 • Fax: 918-526-2395



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Memorandum

To: Honorable Mayor and Members of the City Council/
From: Wes Richter, Public Works Director
Re: Award of Contract
Date: 8/3/2020

BACKGROUND

In June 2020, the City Council approved annual street improvement projects for bid. Those projects were placed for public bid and five qualified bidders responded. The lowest responsible bidder on those projects was Dunham's Asphalt Services, Inc. in the amount of \$193,666.

STAFF RECOMMENDATION

Staff recommends approval of the award of contract to Dunham's Asphalt Services, Inc.

ATTACHMENTS

Proposed Contract
Bid Tabulation

**SUBCONTRACTOR'S
EQUIPMENT, LABOR AND MATERIALS CONTRACT**

SUBCONTRACTOR UNDERSTANDS THAT THIS DOCUMENT IS A BINDING CONTRACT UNDER WHICH SUBCONTRACTOR WILL BE LEGALLY OBLIGATED TO THE GENERAL CONTRACTOR TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT.

Subcontractor Name: Dunham's Asphalt Services, Inc.	Project Name: City of Coweta - 2020 Street Improvements
Address: 6213 S 103 rd West Avenue Sapulpa Ok 74066	Owner / General Contractor: City of Coweta 310 S Broadway Coweta Ok. 74420
Subcontractors Authorized Representative: Eddie Dunham	Owner / General Contractors Site Representative: Commissioner: Wes Richter
Telephone: 1-918.447.2240	Telephone: 918. 807-2158
Subcontractor's License No.	
Tax I.D. 73-1451087	Date of Contract: 7.31.2020

DEFINITIONS. As used in this Subcontract, the following terms have the following meanings.

- A. "Applicable Law" means all statutes, regulations, rules, ordinances and other laws, whether enacted or adopted by authorities of federal, state, or local government, and orders, standards, decrees, judgments, and decisions issued or rendered by such authorities, that are applicable to the Work.
- B. "Owner" means the person or entity owning the property upon which the Work is being done.
- C. "Contractor" means General Contractor
- D. "Project" means the real property and all improvements thereon, at which the Work is being done.
- E. "Subcontractor" means any person, including an employee of subcontractor, as well as agents of Subcontractor, furnishing labor, services, materials, supplies or any other thing of value to Subcontractor in connection with the work.
- F. "Unexcused Default" means any failure by Subcontractor to fully and timely perform all of its obligation under the Subcontract other than any delay for which an extension of time must be granted in writing under Section 3.1 of this Subcontract.

SECTION 1.0: SUBCONTRACTOR'S SCOPE OF WORK. Subcontractor hereby agrees to furnish all labor, services, fees, materials, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools and other labor, materials or facilities of every kind and description required for the prompt and efficient execution: FURNISH ALL LABOR MATERIALS AND EQUIPMENT TO PROVIDE:

- Mill & Overlay
- 1. S 285 E Avenue - 27,898 sf
- 2. S 286th E Avenue - 29,926 sf
- 3.S 287th E Avenue - 31,798 sf
- 4. E 113th street - 22,126 Sf
- Project is Tax exempt

1.1 CONTRACT DOCUMENTS: The Contract between the parties includes the "Contract Documents" which consist of this agreement, the drawings and specifications for the project and the subcontractors written bid as more particularly described below.

- .1 Drawings and Bid Documents are:
 - See Attachement A

1.2 SUBMITTALS: The Subcontractor promptly shall submit for approval to the Contractor all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Specifications. The Subcontractor shall be responsible to the Contractor for the accuracy and conformity of its submittals to the Specifications. The Subcontractor shall prepare and deliver its submittals to the Contractor promptly in such time and sequence so as not to delay the Contractor or others in the performance of the Work. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract, unless express written approval is obtained from the Contractor and Architect/Owner authorizing such deviation, substitution or change. In the event that the Specifications do not contain submittal requirements pertaining to the Subcontractor's Work, the Subcontractor agrees upon request to submit in a

timely fashion to the Contractor for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Contractor, Owner or Architect.

1.3 **COORDINATION:** The Subcontractor shall:

- .1 cooperate with the Contractor and all others whose work may interface with the Subcontractor's Work;
- .2 specifically note and immediately advise the Contractor of any interference with the Subcontractor's Work;
- and
- .3 participate in the preparation of coordination drawings and work schedules in the areas of congestion.

SECTION 2.0: CONTRACT PRICE/PAYMENT.

2.1 **TOTAL PRICE** to be paid to Subcontractor for all work within the Subcontractor's Scope of Work shall be

\$ 193,666.00

Mill & Overlay - See attachment 'A' bid documents

2.2 **APPLICATION FOR PAYMENT:** Subcontractor shall be entitled to progress payments once per month due no later than the 30th of each month in accordance with the requirements as set forth in this and other sections of the contract. The Subcontractor's applications for payment shall be submitted for the approval of the Contractor and shall be itemized and supported by substantiating data as required by this section.

2.3 **SCHEDULE OF VALUES:** As a condition to any initial payment, the Subcontractor shall provide a schedule of values satisfactory to the Contractor not more than seven (7) days from the date of execution of this Agreement. Such schedule of values will be the basis used to calculate the actual value of the work in place at each progress payment.

2.4 **TIME OF APPLICATION:** The Subcontractor shall submit Payment Applications to the Contractor at Contractor's main office. Any application not timely submitted will not be processed until the following pay period.

2.5 **APPLICATION FORMAT/CONTENT REQUIREMENTS:** Each subcontractor application for payment shall include the following items:

- .1 Submitted on Standard AIA Document form.
- .2 Shall include partial lien releases signed by Subcontractor and all suppliers of labor or material for the Subcontractor's work for the pay period in question.

Each Application for Payment must be submitted with all the above required documentation or the payment application will not be processed.

2.6 **TIME OF PAYMENT:** Payment to the Subcontractor for satisfactory performance of the Subcontract Work timely submitted on the correct form with the required attachments as provided for herein will be made within 10 days following receipt by the Contractor of the Application for Payment. No payments will be due on any Application for Payment that does not comply with the requirements set forth herein.

2.7 **RETAINAGE:** The Contractor will withhold Five percent (5%) of each Application for Payment due to Subcontractor and hold same to be paid to Subcontractor after the Subcontractor has complied with the provisions of Section 2.9.2.

2.8 **PAYMENTS WITHHELD:** The Contractor may reject a Subcontractor Application for Payment or nullify a previously approved Subcontractor Application for Payment, in whole or in part, as may reasonably be necessary to protect the Contractor from loss or damage including but not limited to the following:

- .1 The Subcontractor's failure to perform the Subcontractor's Work as required by this Agreement;
- .2 loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, Contractor or others to whom the Contractor may be liable;
- .3 The Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontractor's Work;
- .4 Rejected, nonconforming or defective Subcontractor Work which has not been corrected in a timely fashion.
- .5 Any delay in performance of the Subcontractor's Work such that the Work will not be completed within the Subcontract Time, and/or the unpaid balance of the Subcontract Amount is not sufficient to offset the damages that may be sustained by the Contractor as a result of the anticipated delay caused by the Subcontractor;
- .6 In Contractor's discretion, the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontractor's Work;
- .7 Third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Contractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established. The Contractor will give written notice to the Subcontractor, at the time of disapproving or nullifying an application for payment stating its reasons for such disapproval or nullification. When the above reasons for disapproving or

nullifying an application for payment are removed, payment will be made for amounts previously withheld as provided herein.

2.9 FINAL PAYMENT

2.9.1 APPLICATION FOR FINAL PAYMENT: Upon acceptance of the Subcontractor's Work by the Owner; the Contractor's receipt from the Architect of a certificate of substantial completion of the Subcontractor's work; the completion of 100% of all punch list items; and after Subcontractor has complied with all other provisions of this Subcontract, the Contractor will make final payment to the Subcontractor of all amounts due pursuant to the Subcontract including the retainage.

2.9.2 REQUIREMENTS: Before the Contractor shall submit the Subcontractor's application for final payment, the Subcontractor shall submit to the Contractor the following:

- .1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or its property or the Contractor might in any way be liable, have been paid or otherwise satisfied;
- .2 satisfaction of required closeout procedures established by Contractor.
- .3 certification that insurance required by the Subcontract Documents in Section 4.7 will remain in effect beyond final payment and will not be canceled or allowed to expire without at least thirty (30) days' written notice to the Contractor unless a longer period is stipulated in this Agreement;
- .4 other data required by the Contractor such as receipts, releases, and full and final lien releases to the extent and in such form as may be designated by the Contractor and or Owner;
- .5 written warranties, equipment manuals, startup and testing required in Paragraph; and
- .6 as-built drawing if required by the Contractor;

2.9.3 TIME OF FINAL PAYMENT: Final payment of the balance due of the Subcontract amount shall not be due and payable to the Subcontractor until Thirty (30) days after receipt by the Contractor of the Application for Final Payment from the Subcontractor completed in compliance with the provisions of this Subcontract, and the Subcontractor's compliance with all other applicable provisions of this Subcontract.

2.10 PAYMENT USE RESTRICTION: All payments received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person or entity furnishing labor or materials for use in performing the Subcontractor's Work before it is used for any other purpose.

2.11 PAYMENT USE VERIFICATION: The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that they are being paid promptly by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

2.12 SUBCONTRACTOR'S OBLIGATION TO PAY SUPPLIERS: Upon payment by the Contractor, the Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor may give written notice of a potential claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Contractor that the moneys owing have been paid; or (b) post a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the project from any claim or lien, the Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor or Owner from any and all loss, damage or expense including attorney fees that may arise out of or relate to any such claim or lien.

2.13 LIEN WAIVERS AND AFFIDAVITS: As a prerequisite for any payment, the Subcontractor shall provide, in a form satisfactory to the Contractor, partial lien or claim waivers and affidavits from the Subcontractor and its subcontractors and suppliers for the completed Subcontractor's Work. These shall be submitted with each Application for Payment submitted by Subcontractor.

2.14 SUBCONTRACTOR ASSIGNMENT OF PAYMENTS: The Subcontractor shall not assign any moneys due or to become due under this Subcontract to any third party, other than a financial institution which is financing Subcontractor's work on the Project, without the prior written consent of the Contractor.

2.15 PAYMENT NOT ACCEPTANCE: Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontractor's Work.

SECTION 3.0: SUBCONTRACTORS PERFORMANCE.

3.1 TIME LINES AND SCHEDULE OBLIGATIONS: Time is of the essence for both parties as to the performance of the Subcontract. As such the Subcontractor and the Contractor have mutually agreed on certain time based performance objectives for the work of this Contract. Attached as **Exhibit "4"** is a mutually agreed upon performance schedule specific to the subcontractors work. Subcontractor agrees to be bound by these objectives and shall have all the necessary manpower, tools, equipment, and materials on the job to meet these requirements. The Contractor shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the Subcontractor's Work. Should subcontractor fail to perform in accordance with the performance schedule, subcontractor may be found in default and Contractor may pursue default provisions as set forth in Section 7.9.

3.2 LAYOUT: Subcontractor shall verify at the job site all dimensions, lines, grades and elevations indicated on the drawings,

lay out its own work, be responsible for the accuracy of the same and ensure that finished surfaces are perfectly aligned.

3.3 **WORKMANSHIP MATERIALS AND EQUIPMENT:** Subcontractor shall provide all labor and materials, scaffolding, hoists, equipment, temporary structures, temporary heat, tool, storage, detailed drawings, test models, samples, photos, guarantees, licenses, permits, and everything else which may be necessary for the completion of the Subcontractor's Work and will provide the same as a complete "turnkey" job in all respects for the Subcontract price set forth in Section 2. Subcontractors' failure to include in the price all of the work required, will not relieve sub-contractor from complying with these specifications in their entirety and performing all work required for a "turnkey" job. The Subcontractor shall not fabricate or deliver to the construction site any materials, fixtures or equipment intended for installation unless owned by the subcontractor absolutely and not subject to any conditional bill of sale, chattel mortgage, security interest or other claim, lien or encumbrance. All such material and equipment shall become the sole and absolute property of Owner when installed at the Project. Subcontractor shall remain responsible for the protection of, and for any loss or damage to, the same until final payment is made to Subcontractor. Such material, fixtures or equipment shall not be removed from the construction site without Contractor's consent, but after the final completion and acceptance of the Subcontractor's Work (or sooner if demanded by Contractor) Subcontractor shall remove all surplus materials, fixtures, equipment, scaffolding, and apparatus etc., furnished by it. Subcontractor shall execute its work in strict accordance with the Subcontractor and all Architect plans and specifications, in a sound and workmanlike manner, using new materials that are equal in quality to the best of their kind, and sufficient quantities to ensure proper and rapid execution of the work. Subcontractor workmanship shall be equal in quality to the best of its kind. The apparent silence of the contract documents as to any detail or the apparent omission from them of a detailed description concerning any of the work of Subcontractor shall be regarded as meaning that only the best general practice shall prevail and only material and workmanship of the first quality shall be used.

3.4 **CONFORMITY WITH LAW, PLANS AND SPECIFICATIONS:** Subcontractors work and materials shall conform with the Architect's plans and specifications and all requirements of any Federal, State or Local Laws, rules, ordinances, codes or regulations including those related to the environment, and shall meet the requirements of government agencies, including, where applicable, those of the Federal Housing Administration or Veteran's Administration. Subcontractors work shall not be complete until all necessary approvals have been obtained.

3.5 **INSPECTION OF MATERIALS:** Subcontractor shall furnish to Contractor ample opportunity at all times to inspect material to be used in the work, wherever they are in the course of preparation, manufacturer, or treatment. Subcontractor shall furnish to Owner or Contractor, as often as requested, reports of the progress of such preparation, manufacture, or treatment, and in such detail - including supplemental plans, drawings, or diagrams, as Contractor may require.

3.6 **CHANGES IN THE WORK:** Subcontractor shall strictly adhere to the plans and specifications, and shall not deviate from them except as authorized by Contractor in writing. Subcontractor shall be liable for any additional expenses caused by any change, deviation or substitution, in the work, initiated by Subcontractor and not approved in writing by the Contractor which affects the scope of the work or expense of other trades.

Subcontractor shall be entitled to payment for additional work only if subcontractor has received a written Change Order executed by an authorized representative of Contractor stating that subcontractor will receive additional compensation.

3.7 **TESTS AND INSPECTIONS:** The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontractor's Work at appropriate times so as not to delay the progress of the work. The subcontractor shall give at least 24 hours written notice to the Contractor of such tests, approvals and inspections. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor. Required certificates of testing, approval or inspection shall, be secured by the Subcontractor and promptly delivered to the Contractor.

SECTION 4. SUBCONTRACTOR'S OBLIGATIONS

Subcontractor and where applicable, its employees, subcontractors, suppliers and agents shall do all of the following:

4.1 **REPRESENTATIVE:** While work is in progress keep a representative at the site at all time, who is authorized to represent and act for subcontractor as to all phases of the work, including labor relations and changes in the work. Subcontractor has identified on the first page of this Subcontract the identity of its representative, and shall notify Contractor in writing of the identity of any new representative before the appointment of such new representative becomes effective.

4.2 **COOPERATION:** Cooperate fully with Owner and the other subcontractors in the performance of the work under the general direction of Contractor.

4.3 **SAFETY:** Comply, at its own expense, with Contractor's safety policies and all safety and health requirements or applicable laws. Subcontractor shall accept, respond to, defend and be responsible for any citation, assessment, fine or penalty for any noncompliance. Subcontractor shall, within 24 hours of receipt from Contractor of notice of noncompliance or within the abatement period specified by any government authority, whichever expires sooner, comply with any order issued by such government authority. If subcontractor fails to so comply, Contractor may, in addition to any other remedies it may have, either: (1) terminate this subcontract, eject subcontractor from the site, and complete the work or any portion thereof, either personally or by employing others to do so; or (2) without terminating this subcontract or subcontractor's obligations, perform or cause to be performed such portion of the work as Contractor determines is sufficient to avoid or remedy such noncompliance. In either case, the cost of such work done, or caused to be done, by Contractor, plus a reasonable sum for profit, shall be deducted from the Subcontract Price, and any excess of such costs shall be immediately due and payable from subcontractor to Contractor. In addition, when so ordered, Subcontractor agrees to stop any part of the work which Contractor deems unsafe until corrective measures satisfactory to contractor have been taken, and further agrees to make no claim for damages arising from such stoppages. Subcontractor agrees that the prevention of accidents to workmen engaged in the work of this subcontract is sole responsibility of Subcontractor and that failure on the part of Contractor to stop unsafe practices shall in no way relieve Subcontractor of this responsibility.

4.4 **DUTY TO PERFORM WORK SAFELY:** The Subcontractor shall exercise extreme care in carrying out any of

Subcontractor's Work. The Subcontractor shall use properly qualified individuals or entities to carry out the Subcontractor's Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.

4.5 SAFETY REPRESENTATIVE: The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Contractor, the designated safety representative shall be the Subcontractor's Representative.

4.6 NOTICE OF INJURY: The Subcontractor shall give prompt written notice to the Contractor of any accident involving personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

4.7 INDEMNIFICATION AND INSURANCE: To the fullest extent permitted by law, the Sub-Contractor shall indemnify and hold harmless the General Contractor and all of its agents and employees for and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom and is caused in whole or in part by negligent acts or omissions of the Sub-Contractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Paragraph.

Before the commencement of any work under this agreement, Contractor shall provide Certificates of Insurance for the General Contractor showing the coverages described in Section 4.7.1 below, and including the Waiver of Subrogation on the Workers' compensation and General Liability coverage and an Additional Insured Endorsement naming the General Contractor on the General Liability coverage. These Certificates shall contain a provision that policies providing these coverages will not be cancelled until 30 days prior written notice has been given the General Contractor.

4.7.1 REQUIRED INSURANCE COVERAGES AND LIMITS:

<u>TYPE OF COVERAGE</u>	<u>POLICY LIMITS</u>
A. Workers Compensation Employers Liability (Including occupational illness and disease coverage)	\$1,000,000.00
B. Commercial General Liability (Including Independent Contractors, Products and Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury and where an exposure exists, Explosion, Collapse and Underground Coverages.)	\$2,000,000 General Aggregate \$1,000,000 Products-Completed \$1,000,000 Personal & ADV Injury \$1,000,000 Each Occurrence
C. Business Automobile Liability (Including coverages for all owned, hired and non-owned vehicles)	\$1,000,000 Each Accident Combined single Limit
D. Excess Liability	\$1,000,000.00

4.8 MATERIALS FURNISHED BY OTHERS: Examine all materials or equipment furnished by others pursuant to the Subcontract, and handle, store, and install such items with such skill and care as to ensure satisfactory installation and operation. Loss and damage from Subcontractors failure to comply with this section shall be charged to the account of Subcontractor and deducted from monies due under this subcontract.

4.9 PROTECTION OF WORK: Secure and protect Subcontractor's work until final acceptance by Owner as provided herein, and protect the work and workmen of Contractor and other Subcontractors from subcontractors operations. Subcontractor shall be liable for any loss or damage to any work in place, or to equipment and materials on the site, caused by it, its subcontractors, employees, suppliers or guests.

4.10 USE OF CONTRACTOR'S EQUIPMENT: Reimburse Contractor for any of Contractor's equipment or facilities used in the work and indemnify Contractor against and hold it harmless from any claims, actions, demands, damages, liabilities, or expenses including attorney's fees, resulting from such use by Subcontractor, its subcontractors employees, suppliers or licensees.

4.11 CLEAN UP: During the work, remove from the site all refuse and debris as often as necessary, at the minimum once per day, to keep the site clean and orderly. Upon completion of the work, immediately remove from the site all temporary structures, refuse and debris. Do all cutting, fitting and patching necessary or desirable in connection with the Subcontractor's Work, and clean all surfaces, fixtures and equipment affected by the Subcontractor's Work. Upon completion, Subcontractor shall leave the site in a clean, neat and orderly condition, ready for use. If Subcontractor fails to perform any such cleanup within 24 hours after notice from Contractor, Contractor may perform such cleanup and the costs thereof, plus a change equal to 15% of the cost to cover Contractor's overhead, shall be charged to Subcontractor and deducted from monies due him under the subcontract.

4.12 LIENS: Within ten (10) days after written notice of any lien for payment for labor or materials furnished or used in the Subcontractor's Work cause the effect of such suit or lien to be removed. Should subcontractor fail to do so, Contractor may do so and the cost of such action by Contractor, together with Contractor's reasonable attorney's fees, shall be paid by Subcontractor to Contractor upon demand, or deducted from any amounts due under the Subcontract.

SECTION 5 UNCOVERING OF SUBCONTRACTOR'S WORK

5.1 If required in writing by the Contractor, the Subcontractor must uncover any portion of the Subcontractor's Work which has been covered by the Subcontractor in violation of the Subcontract or contrary to a directive issued to the Subcontractor by the Contractor. Upon receipt of a written directive from the Contractor, the Subcontractor shall uncover such work for the Contractor's or Owner's inspection and restore the uncovered Subcontractor's Work to its original condition at the Subcontractor's sole time and expense.

5.2 **CORRECTION OF WORK:** If the Architect, Owner or Contractor rejects the Subcontractor's Work or the Subcontractor's Work is not in conformance with the subcontract, the Subcontractor shall promptly correct the Subcontractor's Work whether it had been fabricated, installed or completed. The Subcontractor shall be responsible for all the costs of correcting such work as well as any additional testing, inspections, and compensation for services and expenses of the Architect and Contractor made necessary by the Subcontractor's defective work.

5.3 **SUBCONTRACTOR'S WARRANTY:** In addition to the Subcontractor's obligations hereunder, the Subcontractor agrees to correct all Subcontractor's Work performed under this Agreement which proves to be defective in workmanship or materials within a period of time as may be required by specific warranties in the Subcontract. All such warranty work shall be performed by Subcontractor within seven (7) days of notice by Contractor and shall be at Subcontractor's sole cost and expense.

5.4 **DAMAGE TO WORK OF OTHERS:** If the Subcontractor's correction or removal of Subcontractor's Work destroys or damages completed or partially completed work of the Owner, the Contractor or any separate subcontractors, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction.

5.5 **NON-CONFORMING WORK:** If portions of Subcontractor's Work which do not conform with the requirements of the Subcontract documents are neither corrected by the subcontractor nor accepted by the Contractor, the Subcontractor shall at Contractor's option remove such Subcontractor's Work from the Project site if so directed by the Contractor at Subcontractor's sole expense.

SECTION 6 LABOR

6.1.1 **LABOR STANDARDS:** The construction work covered by this contract is being assisted or insured by the United States of America and as such Federal Labor Standards and Provisions are to be included in this contract. Attached as "Exhibit 1" to this agreement are the "Supplemental Conditions of the Contract for Construction as prepared by the U.S. Department of Housing and Urban Development. Subcontractor is required to follow all directives and conditions as a part of this contract, which include but are not limited to the following.

.1 Subcontractor shall pay all employees on a weekly basis for all work performed on this contract and shall provide copies of certified payrolls to the General Contractor at the time of each progress payment in accordance with Federal regulations. (Certified Payroll Forms Attached as "Exhibit 1")

.2 Subcontractor shall pay all laborers and employees not less than the minimum wage rate determination for each job classification as provided in the Davis Bacon Wage Rate Decision attached to this contract as "Exhibit 1".

6.2 **SATISFACTORY EMPLOYEES.** Employment of labor by Subcontractor shall be effected under conditions that are satisfactory to Contractor, and Subcontractor shall remove from the project any such employee considered unsatisfactory by Contractor.

6.3 **LABOR AGREEMENTS.** Subcontractor shall comply, and shall require its subcontractors to agree in writing to comply, with the terms and conditions of all labor agreements applicable to the Project.

6.4 **RESERVED GATE.** Should Owner establish a reserved gate for the use of subcontractors during any picketing at the site, subcontractor shall continue, and shall require its subcontractors to agree in writing to continue, and to do the work, as long as such reserved gate is maintained.

6.5 **JURISDICTIONAL DISPUTES.** Subcontractor shall do all things necessary or desirable to resolve any jurisdictional dispute between any unions representing employees of Subcontractor, concerning the assignment of performance of any of the work. Subcontractor shall, at the minimum, comply with any written plan for the resolution of such disputes. Subcontractor shall require all of its subcontractors to agree to comply with this section with respect to their employees, contractors or material men.

6.6 **INDEMNITY.** Subcontractor shall indemnify Contractor and Owner against, and hold it harmless from any liability, loss, damage, cost, claim, award, judgment, fine and expense (including reasonable attorney's fees) associated with (1) subcontractor failure to fulfill the requirements of this section, or (2) any claim, by any union that is a party to a labor agreement with Owner, that certain work is not being performed in accordance with such agreement.

SECTION 7. GENERAL PROVISIONS

7.1 **WARRANTY:** Subcontractor warrants all workmanship to be in conformity with the Subcontract and all Architectural plans and specifications and warrants that all materials are merchantable and fit for their intended use. At Subcontractor's sole expense, Subcontractor shall replace or repair to Contractor's satisfaction, all material or work adjudged by Contractor to be deficient and hold Owner and Contractor harmless from all claims, liability, loss and damage, including attorney fees, arising from the defects in Subcontractor's materials or work for which Owner or Contractor may be liable to any person. Subcontractor must complete all repairs done under Owners or Contractor's callback and warranty program within seven (7) days of notice to Subcontractor. If Subcontractor fails to promptly make such replacements or repairs, Owner or Contractor may do so, and Subcontractor shall reimburse Owner or Contractor for all costs incurred plus 15%.

7.2 **EQUAL EMPLOYMENT OPPORTUNITY:** Subcontractor shall, at its own expense, conform, and require its subcontractors and employees to conform to the equal employment opportunity policies of Owner and Contractor, comply with the requirements of applicable law

relating to equal employment opportunity. Subcontractor shall respond to, defend, and be responsible for any citation, order, claim, charge, or criminal or civil action based on the alleged failure of Subcontractor or its agents, employees, and subcontractors, to comply with such requirements, and indemnify and hold Owner and Contractor harmless from any such claims, including all attorney fees incurred.

7.3 **LIABILITIES FOR TAXES AND ASSESSMENTS:** Be liable for and pay all state, municipal, and/or federal sales taxes, excise taxes, personal property taxes, taxes on ownership, taxes on use, taxes on holding, or license, privilege, gross receipts or other like taxes, either through laws now in force or hereafter enacted, and applicable to the labor and/or materials, and/or tools, and/or equipment, machinery, etc., required to be furnished under this agreement by Subcontractor or applicable to income or receipts derived by Subcontractor from performance of this subcontract. Subcontractor shall likewise be liable for and pay all governmental taxes, assessments and charges predicated upon any statute, rule or regulation (whether future or present) dealing with unemployment and/or social security insurance, or similar legislation insofar as applicable to employees engaged by anyone in the performance of Subcontractors work hereunder. Subcontractor shall make full payment of all such taxes, assessments and charges, and shall fully and completely indemnify, save and hold harmless Owner and Contractor from any and all claims, obligations, or liabilities for the payment of such taxes assessments and charges, notwithstanding the fact that any such statute, rule, regulation or legislation may require Owner or Contractor to pay (either directly or indirectly) any part or portion of any such tax, assessment or charge, or require Owner or Contractor to collect the same or make Owner or Contractor liable for the collection thereof or responsible therefore. The contract price hereunder shall not be increased or decreased on account of any changes in the price of any materials or labor or on account of the imposition of any such taxes, assessments or charges by the Federal or any State or Municipal Government during the term of this subcontract.

7.4 **WAIVER OF LIEN RIGHTS:** Subcontractor covenants and agrees for itself and to the extent permitted by the laws of the state in which the work is to be performed, for its subcontractors, laborers, and mechanics, material and equipment suppliers, and all other parties acting through or under Subcontractor, that no mechanics lien or claim shall be filed, asserted, claimed or maintained by it, them or any of them against the Project, for or on account of any work done or material, equipment or services furnished by it, them or any of them under this subcontract or otherwise. Subcontractor for itself, and to the extent permitted by the laws of the state in which the work is to be performed, for its subcontractors, laborers and mechanics, material and equipment suppliers and all other parties acting through or under subcontractor, hereby expressly waives and relinquishes for itself, themselves and all of them, the right to have, file, assert, claim or maintain any mechanics lien or claim against the Project. This waiver of the rights of lien shall be an independent covenant and shall operate and be effective as well with respect to work and labor performed and materials and equipment furnished under any supplemental agreement, verbal or written or any order for extra work as to the work and labor performed and the materials and equipment furnished under this subcontract. In order to give Owner and Contractor full power and authority to protect themselves and the Project against any and all mechanics liens or claims which might be filed, asserted claimed or maintained in violation of foregoing covenants. Subcontractor covenants and agrees that, from time to time, upon the request of Owner or Contractor, Subcontractor will immediately deliver to Owner or Contractor an instrument or instruments in writing, in such form as may be required by Owner or Contractor or by the lending institution or institutions making the construction loan or the permanent mortgage loan, or by the title company insuring the title, by which instruments Subcontractor, its subs, laborers and mechanics, material and equipment suppliers, and all other parties acting through and under subcontractor waive and relinquish all mechanics lien rights against the said buildings and lots of ground. The breach of any of the foregoing covenants shall constitute a material breach of this subcontract, entitling Contractor to exercise any or all the rights and remedies granted to it under the terms and provisions of this subcontract as Well as all other rights and remedies granted to it by law.

7.5 **ASSIGNMENT OF SUBCONTRACTOR'S WORK:** The Subcontractor shall not assign the whole nor any part of the Subcontractor's Work without prior written approval of the Contractor.

7.6 **SUBSTITUTIONS:** No substitutions shall be made in the Subcontractor's Work unless permitted by the Subcontract, and only upon the Subcontractor first receiving all approvals in writing required under the Subcontract for substitutions.

7.7 **ENTIRE CONTRACT:** In entering this subcontract, Subcontractor does not rely upon any opinions, representations, verbal discussions or other writings or with any person. This Contract supersedes all prior negotiations, or statements by any person and sets forth the full and complete agreement between the parties hereto. Subcontractor represents and warrants to Contractor that Subcontractor has done the following:

- (a) Subcontractor has personally examined the drawings, specifications and the Project, (b) Subcontractor has personal knowledge of the conditions under which the work is to be performed; (c) Subcontractor represents that its attorney has reviewed this Subcontract on behalf of Subcontractor and approved the same. The Subcontractor acknowledges that, before signing this subcontract, it carefully read the same; it carefully examined and reviewed the Architect's plans and specifications; visited the construction site; observed and gave full consideration to all of the factors at the site and elsewhere which might affect the performance of this Subcontract or the cost of any of the labor and/or materials required hereunder. The Subcontractor agrees that it will not at any time make any claim or demand based upon or arising from any alleged misunderstanding or misconception on its part as to its obligations hereunder, the work which it is required to perform, or the conditions under which such work is to be performed.

7.8 **TIME IS OF THE ESSENCE.** Time is of the essence for both parties as to the performance of the Subcontract. They mutually agree to see to the performance of their respective obligations so that the entire Project may be completed in accordance with the Contract documents.

7.9 **DEFAULT:** Subcontractor's performance of each and every requirement herein is to be in strict compliance with the terms of this Subcontract. If Subcontractor should fail to take whatever action is necessary to correct any default by Subcontractor of its duties or obligation under the Subcontract within 48 hours of written notice by Contractor, the Contractor shall have the right but not the obligation to immediately do any of the following:

- a) Terminate the Subcontract and perform the work required under the Subcontract.
- b) Withhold any further payments to Subcontractor.
- c) Not terminate the Subcontract, but perform the necessary work to cure the breach and charge all amounts incurred in curing the breach and against the Subcontractor's price, or sue Subcontractor for the amount due.

7.9.1 If Contractor should elect after notification to do any of the alternatives set forth in Paragraph 7.9 above, the Subcontractor shall be liable for all costs, damages, delays, etc. caused as a result of Subcontractor's breach.

7.10 **ATTORNEY FEES:** If Contractor should have to sue Subcontractor for any breach of this Subcontract then Subcontractor agrees to pay all attorney fees, costs, and expert witness fees incurred by Contractor in such suit.

7.11 **INDEMNIFICATION:** If Contractor or Owner should be sued by any third party as a result of any acts of Subcontractor or any of its employees, subcontractors, agents, servants, suppliers or material men, or the failure of Subcontractor to perform any of its obligations and duties under this Subcontract, then the Subcontractor agrees, to the fullest extent allowed by law, that it will indemnify and hold harmless the Owner and Contractor and their employees, agents and servants from any and all liabilities of whatever nature that may be sought against them including all attorney fees and or costs incurred in defending any such claim by any third party including all attorney fees incurred in seeking indemnity under this Subcontract.

SECTION 8 SPECIAL PROVISIONS

SUBCONTRACTOR: Dunham's Asphalt Services, Inc.

Subcontractor's License Number

By: 
Name: Eddie Dunham
Title : President

Date 7.31.20

Corporation Partnership Sole Proprietorship LLC

CONTRACTOR: City of Coweta

BY: _____
Name:
Title :

Date _____

Subscribed and sworn to before me this _____ day of _____, _____.

My commission expires: _____

Notary Public

Attachment "A"



AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Dunham's Asphalt Services, Inc.
6213 S 103rd West Ave
Sapulpa, OK 74066

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
PO Box 712
Des Moines, IA 50306-0712

OWNER:

(Name, legal status and address)

City of Coweta
310 S. Broadway
Coweta, OK 74429

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or and address, and Project number, if any)

2020 Coweta Street Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

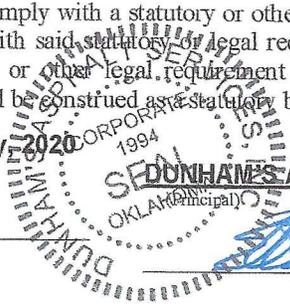
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2020

(Witness)

Karen Eubanks

(Witness)



DUNHAM'S ASPHALT SERVICES, INC.

(Seal)

Employers Mutual Casualty Company

(Surety)

(Seal)

Nick Sidorakis

Nick Sidorakis, Attorney-In-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Nick Sidorakis

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Fifteen Million Dollars\$15,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

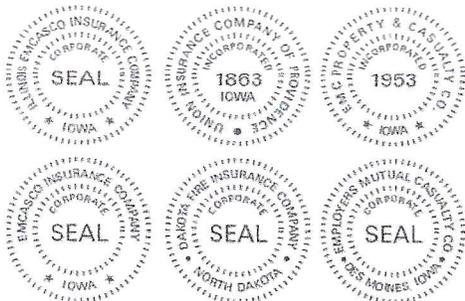
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

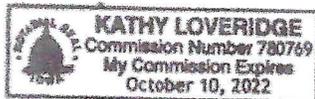
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____.

J. D. Clough

Vice President



Employers Mutual Casualty Company – Seal Addendum

In light of the impacts surrounding the COVID-19 virus and resultant governmental measures to limit social contact in all settings, Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 3rd day of April, 2020.

Employers Mutual Casualty Company



By:

James D. Clough, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | P.O. Box 712 | Des Moines, IA 50306-0712 | 515.280.2511 | 800.447.2295 | www.emcins.com

Employers Mutual Casualty Company
EMCASC0 Insurance Company
EMC Reinsurance Company

Illinois EMCASC0 Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

NOTICE TO BIDDERS

SEALED BIDS FOR:

2020 STREET IMPROVEMENT PROJECT

Notice is hereby given that pursuant to an order by the City of Coweta, Oklahoma, sealed bids will be received at the office of the City Clerk, 310 South Broadway, of said City for furnishing all tools, material and labor, and performing the work necessary to be done in the construction of the following:

- Asphalt Street Milling and Resurfacing – Approximately 111,800 square feet of 2” mill and replacement of asphalt overlay; each of the 4 locations is to be bid as a separate project.

The work shall be completed within ninety (90) calendar days after the authorized starting date. Liquidated damages are established at \$100.00 per day.

All bids will be opened and read aloud by the City at the City Hall Council Chambers, located at 310 S. Broadway, Coweta, Oklahoma, at 10:00 a.m. on July 30, 2020. The bid shall be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty.

The City of Coweta reserves the right to accept all items for completion, select and split items depending upon cost, or reject all bids.

The following bonds will be required from the bidders:

- Performance bond to the Full Amount of the Contract Price.
- Statutory Public Works Bond for payment of all labor and materials used in the construction of such improvements in the Full Amount of the Contract Price.
- One (1) year Maintenance Bond to the Full Amount of the Contract Price.

The bidder must supply all the information required by the bid date on proposal form including completion of the Bidders Certifications and affidavits. Failure to include this information will render the bid incomplete and therefore rejected. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the sites. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be completed. Information obtained from an officer, agent, or employee of the City of Coweta or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions or the contract. The City of Coweta reserves the right to reject any and all bids and to waive informalities in any bid.

Dated at Coweta, Oklahoma, on this June 30, 2020.



Julie Casteen, City Clerk

INSTRUCTION TO BIDDERS

Bids:

Each bid shall be printed in ink or typewritten on the form provided in the copy of proposed contract documents. The written words shall govern over the figures if there is a difference between the two. No alterations, additions, or erasures shall be made on the Proposal Form. Erroneous entries shall be lined out, initialed by the bidder, and the correct entry inserted. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment and furnish all work required by and in conformance with the specifications.

Each bid shall be enclosed in a sealed envelope addressed to the City of Coweta, PO BOX 850, Coweta, Oklahoma, 74429-0850 identified on the outside with the works:

“2020 COWETA STREET IMPROVEMENT PROJECT”

and filed with the City Clerk located at 310 South Broadway, Coweta, Oklahoma, 74429. All addenda to the contract documents, properly signed by the bidder shall accompany the bid when submitted. Contractor will be provided a letter authorizing purchases related to this contract to be tax exempt.

SPECIFICATIONS

General:

The Oklahoma Department of Transportation Standard Specification for Highway Construction, most recent approved addition and supplements shall be used on this project with exceptions as noted in Special Provisions.

Project Description (Base Bid):

Some of the existing streets to be improved under this program are not of uniform width or subgrade conditions.

Any necessary existing drainage ditch relocation or regrading shall be coordinated with the City of Coweta.

The bid shall be for milling and street overlay with a minimum two (2”) inches of asphalt (after compaction) to a uniform width of the existing roadway.

Centerline striping to be included where applicable.

The overlay shall be Type “B” asphalt as defined in the referenced ODOT Specifications.

A tack coat shall be applied to the overlay area. The tack coat shall provide full coverage with no gaps and shall be properly cured before laying the asphalt overlay.

The finished overlay shall be of uniform grade and cross slope to prevent water hold depressions. In the event depressions develop, these areas shall be tack coated and a leveling course applied and rolled to specifications.

Overlay areas shall match all existing driveway grades. All approach aprons shall be milled and overlaid as needed.

Roadways along schools shall be overlaid during the school summer break or on weekends in order to not disrupt normal traffic flows in the area.

Manholes and valve risers are to be brought to finish grade using riser extensions approved by the City. No manholes or valves are to be paved over. Any manhole or valve found to be paved over will be uncovered, raised and the area around the manhole / riser will be repaved at the contractor's expense.

The following streets are involved in the 2020 Street Improvement Project, with each location to be bid as a separate item:

<u>Project No.</u>	<u>Location and Description</u>
--------------------	---------------------------------

1. Country Village Subdivision: Paving Surface Removal and Replacement on S 285th E Ave Between E 136th St and E 137th Pl S. - Including Paving Base Repair at the intersection of S. 285th E Ave and E 136th St.

- Mill approximately 27,898 sf. of existing asphaltic surfacing, 2" in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
- Remove and dispose of millings from the project area to the City's sanitary sewer treatment plant at 17099 S 289th E Ave.
- Sawcut, remove, and dispose of approximately 3,952 sf. of existing asphaltic paving base and a minimum of 8" of existing sub-grade material marked in orange at the intersection of S. 285th E Ave and E 136th St.
- Compact exposed paving sub-grade in the excavated area to within 95% of standard density.
- Re-Fill excavated paving sub-grade with 3/4" diameter class "A" crushed limestone aggregate material level with the existing paving base grade.
- Compact placed aggregate to within 95% of standard density.
- Place a minimum of 4" class 'A' asphaltic concrete compacted to within 95% of standard density.
- Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
- Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
- Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.

2. Country Village Subdivision: Paving Surface Removal and Replacement on S. 286th E Ave Between E 136th St and E 137th Pl S.

- Mill approximately 29,926 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 3. Country Village Subdivision: Paving Surface Removal and Replacement on S. 287th E Ave Between E 136th St and 137th Pl S.**
- Mill approximately 31,798 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 4. The Woods at Oak Grove Subdivision: Paving Surface Removal and Replacement on E 113th St S. Between S. 274th E Ave and S. 277th E. Ave.**
- Mill approximately 22,126 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.

- Place 2" of type "B" asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.

Testing:

The contractor shall provide for density and thickness testing of the sub-base, overlay and new pavement sections. One density and thickness test per block shall be provided. The testing shall be done by a laboratory acceptable to the City. The test results shall be submitted directly from the laboratory to the City.

Cleanup:

At the completion of the work, the contractor shall clean up all areas of the work, remove all excess material and dress the areas as needed and approved by the City.

Project Location Maps



PROPOSAL

TO: CITY OF COWETA
COWETA, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Coweta, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

Edward Dunham, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

None exist

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

None exist

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None exist

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

[Signature]

Subscribed and sworn to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Creek) §

Edward Dunham, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]

SUBSCRIBED AND SWORN to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



**CITY OF COWETA
2020 STREET IMPROVEMENTS PROJECT
BASE BID**

Mill and Overlay Location	Approx. Sq Feet	Price to Complete
1. S. 285 th E. Avenue (Country Village Subdiv.)	27,898	\$ 75,700.00
2. S. 286 th E. Avenue (Country Village Subdiv.)	29,926	\$ 40,654.00
3. S. 287 th E. Avenue (Country Village Subdiv.)	31,798	\$ 42,463.00
4. E. 113 th Street S. (Woods at Oak Grove Sub.)	22,126	\$ 34,849.00
Total Cost All Projects		\$ 193,666.00

DATED THIS 21st DAY OF July 2020.

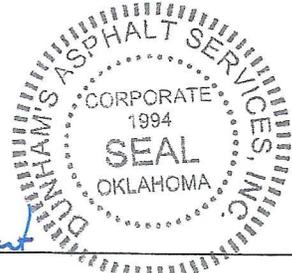
Respectfully submitted,

SIGNATURE: [Signature]

TITLE: President

PRINTED NAME: Edward Dunham

COMPANY: Dunham's Asphalt Services, Inc.



Roadways along schools shall be overlaid during the school summer break or on weekends in order to not disrupt normal traffic flows in the area.

Manholes and valve risers are to be brought to finish grade using riser extensions approved by the City. No manholes or valves are to be paved over. Any manhole or valve found to be paved over will be uncovered, raised and the area around the manhole / riser will be removed at the contractor's expense.

- Mill approximately 29,926 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
 - Remove and dispose of millings from the project area to the City’s sanitary sewer treatment plant at 17099 S 289th E Ave.
 - Sweep and clean all areas of milled paving surfacing and areas of pavement base repair within the Project area as necessary to remove all loose material.
 - Seal all existing cracking of the exposed paving base and areas of paving base repair within the Project area with an ODOT approved bituminous sealer.
 - Apply an ODOT approved bituminous tack coat to all milled and crack sealed surfaces within the Project area.
 - Place 2” of type “B” asphaltic concrete wearing surface in the Project area compacted to 95% of Standard Density, continuous from face of gutter to face of gutter maintaining proper positive gutter drainage through the Project Area.
- 3. Country Village Subdivision: Paving Surface Removal and Replacement on S. 287th E Ave Between E 136th St and 137th Pl S.**
- Mill approximately 31,798 sf. of existing asphaltic surfacing, 2” in depth below gutter face, the full width of street paving from face of gutter to face of gutter within the limits marked in orange at the site- the Project Area.
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Cleanup:

At the completion of the work, the contractor shall clean up all areas of the work, remove all excess material and dress the areas as needed and approved by the City.

Project Location Maps



PROPOSAL

TO: CITY OF COWETA
COWETA, OKLAHOMA

Gentlemen:

THE UNDERSIGNED BIDDER, having carefully examined the Specifications, and other Contract Documents of the above project presently on file in the office of the City Clerk, Coweta, Oklahoma; and,

CERTIFIES that he has inspected the sites of the proposed work and has full knowledge of the extent and character of the work involved, construction difficulties that may be encountered, materials necessary for construction, and all other factors affecting or which may be affected by the specified work; and,

HEREBY PROPOSED to enter into a contract to provide all necessary labor, materials, equipment and tools to completely construct and finish all the work required by the Contract Documents hereto attached and other documents referred to herein; to complete said work within ninety (90) calendar days after the work order is issued and to accept in full payment therefore the amounts set forth below for all work actually performed as computed by the Engineer as set forth in the Contract.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)§
COUNTY OF _____)

Edward Dunham, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in the effect or which existed within one (1) year prior to the date of this statement with any party to the project is as follows:

None exist

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director or the bidding company and any other party to the project is as follows:

None exist

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None exist

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

[Signature]

Subscribed and sworn to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



NONCOLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF Creek) §

Edward Durham, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]

SUBSCRIBED AND SWORN to before me this 21st day of July, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-21



**CITY OF COWETA
2020 STREET IMPROVEMENTS PROJECT
BASE BID**

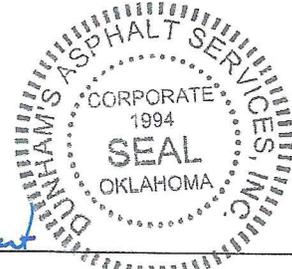
Mill and Overlay Location	Approx. Sq Feet	Price to Complete
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3. S. 287 th E. Avenue (Country Village Subdiv.)	31,798	\$ 42,463.00
4. E. 113 th Street S. (Woods at Oak Grove Sub.)	22,126	\$ 34,849.00
Total Cost All Projects		\$ 193,666.00

DATED THIS 21st DAY OF July 2020.

Respectfully submitted,

SIGNATURE: [Signature] TITLE: President

PRINTED NAME: Edward Dunham COMPANY: Dunham's Asphalt Services, Inc.



Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Dunham's Asphalt Services, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 6213 South 103rd West Ave.	Requester's name and address (optional)
6 City, state, and ZIP code Sapulpa, OK 74066	
7 List account number(s) here (optional)	

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
OR										
Employer identification number										
7	3		-	1	4	5	1	0	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7-31-20</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CITY OF COWETA
 BID TABULATION
 2020 STREET IMPROVEMENTS**

JULY 30, 2020, 10:00 A.M.

Mill and Overlay Location	Approx. Sq Feet	Price to Complete				
		DUNHAM'S	PARAGON CONTRACTORS	H&G PAVING CONTRACTORS	A&A ASPHALT	APAC-CENTRAL
1. S. 285th E. Avenue (Country Village Subdiv.)	27,898	\$ 75,700.00	\$ 83,405.00	\$ 83,694.00	\$ 87,890.85	\$ 128,330.80
2. S. 286th E. Avenue (Country Village Subdiv.)	29,926	\$ 40,654.00	\$ 59,936.00	\$ 47,881.60	\$ 56,557.00	\$ 107,733.60
3. S. 287th E. Avenue (Country Village Subdiv.)	31,798	\$ 42,463.00	\$ 61,248.00	\$ 58,826.30	\$ 58,700.00	\$ 114,472.80
4. E. 113th Street S. (Woods at Oak Grove Sub.)	22,126	\$ 34,849.00	\$ 52,870.00	\$ 44,030.74	\$ 50,972.00	\$ 88,504.00
Total Cost All Projects		\$ 193,666.00	\$ 257,459.00	\$ 234,432.64	\$ 254,119.85	\$ 439,041.20

Bid Bond?	YES	YES	YES	YES	YES
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Julie Casteln, City Clerk
 7/30/20 10:15 am



POST OFFICE BOX 850 • COWETA, OKLAHOMA 74429 • PH. (918) 486-2189 • FAX (918) 486-5366 • www.cityofcoweta-ok.gov

Memorandum

To: Honorable Mayor and Members of the City Council/
Chairman and Members of the Board of Trustees
From: Roger Kolman, City Manager
Re: Contract Addendum
Date: 8/3/2020

BACKGROUND

In March 2020, the City of Coweta and the Coweta Public Works Authority entered into a contract for the purchase and installation of AMR technology with the Meter Install Group. Subsequently the City and the Trust Authority adopted a joint resolution for the financing of the costs related to that purchase. The initial cost for the project was \$616,588.00. However, when Meter Install Group began installation of the meters, it was discovered that 37 meters recorded in the City's utility system as 5/8" x 3/4" meters were in fact larger meters which have a higher cost. The cost for acquisition and installation of those additional meters is \$25,422.03

The accompanying contract addendum reflects the additional costs related to the 37 meters.

STAFF RECOMMENDATION

Staff recommends approval of the contract addendum.

ATTACHMENTS

Contract Addendum
MIG Quote

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this _____ day of _____, 20____

BETWEEN:

CITY OF COWETA & COWETA PUBLIC WORKS AUTHORITY

ON THE FIRST PART

- AND -

METER INSTALL GROUP LLC

OF THE SECOND PART

Background

- A. City of Coweta & Coweta Public Works Authority and Meter Install Group LLC (the "Parties") entered into the contract (the "Contract") dated March 24, 2020 for the purpose of Water Meter Replacement and Installation.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. Increase product and installation as listed on Meter Install Group Estimate #18, attached to this amendment, totalling \$ 25,422.03.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oklahoma without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day
of _____, _____.

WITNESS: _____

City of Coweta _____ (Party)

WITNESS: _____

Meter Install Group _____ (Party)

Meter Install Group

2912 S Access Rd
Longview, TX 75602



Estimate

Date	Estimate #
6/24/2020	18

Name / Address
City of Coweta & Coweta Public Works Authority P. O. Box 850 Coweta, OK 74429

Project

Description	Qty	Rate	Total
PD10GBT - 1" PD METER	17	226.00	3,842.00
PD15GBT - 1 1/2" PD METER	7	522.29	3,656.03
PD20GBT - 2" PD METER	13	597.00	7,761.00
1" Water Meter Installation	17	39.00	663.00
1.5" Water Meter Installation	7	475.00	3,325.00
2" Water Meter Installation	13	475.00	6,175.00
Total			\$25,422.03



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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: Joint Resolution
Date: 8/3/2020

BACKGROUND

In March 2020, the City of Coweta and the Coweta Public Works Authority entered into a contract for the purchase and installation of AMR technology with the Meter Install Group. Subsequently the City and the Trust Authority adopted a joint resolution for the financing of the costs related to that purchase. The initial cost for the project was \$616,588.00. However, when Meter Install Group began installation of the meters, it was discovered that 37 meters recorded in the City's utility system as 5/8" x 3/4" meters were in fact larger meters which have a higher cost. The cost for acquisition and installation of those additional meters is \$25,422.03

The accompanying Joint Resolution changes the amount financed between the two entities for this project to reflect a total project cost of \$643,000.

STAFF RECOMMENDATION

Staff recommends adoption of Joint Resolution 2020-24.

ATTACHMENTS

Resolution 2020-24

RESOLUTION NO. 2020-24

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST HAVING THE CITY OF COWETA, OKLAHOMA AS ITS BENEFICIARY, ALLOCATING FUNDS FOR THE PURCHASE OF AUTOMATIC METER READING TECHNOLOGY AND THE TERMS FOR THE REPAYMENT THEREOF.

WHEREAS, the City of Coweta, Oklahoma, (“City”), an Oklahoma municipal corporation, owns a domestic water system which serves the citizens of City and surrounding areas in Wagoner County, Oklahoma,

WHEREAS, the Coweta Public Works Authority, (“Authority”) is an Oklahoma public trust which has the City as its beneficiary,

WHEREAS, the City, acting by and through the City Council, its duly elected governing body, and the Authority, acting by and through its duly appointed governing body, the Trustees, have entered into and are operating pursuant to a lease of the water system between the City and the Authority whereby the Authority is improving, maintaining and operating the water system for the benefit of the City, the citizens of the City and entities as well as individuals in surrounding areas of Wagoner County, Oklahoma

WHEREAS, the City Council and the Trustees, (jointly the “Parties”) recognize the need for the operation of public utilities to be as efficient as possible; and

WHEREAS, the Parties approved Joint Resolution 2020-07 on March 2, 2020 providing for an agreement between the Parties to finance the purchase of Automatic Meter Reading Technology (AMR); and

WHEREAS, the Parties jointly entered into a Contract for Meter Replacement and/or AMR Installation with the Meter Install Group; and

WHEREAS, quantities for certain size meters included in the Contract were incorrect, creating a need to purchase and install additional AMR meters in the amount of Twenty-Five Thousand Four Hundred Twenty-Two Dollars and Three Cents (\$25,422.03); and

WHEREAS, it is necessary to amend the terms of repayment for the purchase of AMR technology between the Parties to include the additional costs; and

WHEREAS, the City currently has unrestricted and unencumbered funds available in its Capital Projects Fund to cover the costs of the acquisition and installation of an AMR system; and

WHEREAS, the Authority has the ability to repay the City for the costs of the AMR system over a period of years; and

WHEREAS, the use of funds currently available from the City will reduce financing costs for the project.

THEREFORE, BE IT RESOLVED by the City Council of the City of Coweta, Oklahoma and the Board of Trustees of the Coweta Public Works Authority, that:

SECTION 1. The City shall provide funding in an amount not to exceed Six Hundred and Forty-Three Thousand and No/100s Dollars (\$643,000.00) to the Authority for the purchase and installation of Automatic Meter Reading Technology.

SECTION 2. The Authority shall pay to the City the sum of Six Hundred and Forty-Three Thousand and No/100s Dollars (\$643,000.00), or so much thereof that is actual used by the Authority for the purchase and installation of the Automatic Meter Reading Technology plus interest at One Percent (1%) per annum, said sum payable in equal annual installments over a term of Nine (9) years from the date of the last payment made to a third party for the acquisition and installation of the Automatic Meter Reading Technology. Interest shall accrue from the date of the last payment made to a third party for the acquisition and installation of the Automatic Meter Reading Technology. Payments shall be due on the first anniversary date of the beginning of interest accrual and on each anniversary date thereafter until paid in full.

SECTION 3. The obligation created hereby as well as any payments of principal and interest made hereon by the Authority will be subordinate to any and all secured debts of the Authority. The City Manager is hereby authorized execute on behalf of the City any lawful and reasonable Subordination Agreements as may be required by Secured Creditors of the Authority.

This Resolution is approved in open meeting by the City Council of the City of Coweta, Oklahoma, and the Board of Trustees of the Coweta Public Works Authority on this 3rd day of August 2020.

Evette Morris, Mayor and Chairman

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City/Trust Attorney



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Supplemental Appropriations for Governmental Funds

Date: August 3, 2020

BACKGROUND

Due to various unforeseen circumstances, supplemental appropriations are needed as follows:

1. An election is scheduled on August 25, 2020 for a vote on the renewal of the franchise agreement with Public Service Company (PSO). The cost of the election must be paid by the City. PSO will then reimburse the City for the entire expense. The budget in the General Fund must be amended to include \$2,382.00 in Miscellaneous Revenues (01-04.03.80) and \$2,382.00 for contracted services for the election (01-5325.020).
2. We are anticipating the receipt of an Economic Development Association (EDA) grant to expand the City's sanitary sewer along Highway 51 to serve the planned Indian Capital Technology Center (ICTC) campus. The budget in the Capital Improvement Fund must be amended to include \$180,150 in grant revenues (12-04.03.20) and \$234,150 for Infrastructure (12-5411.034). The City's match of approximately \$54,000 will be taken from unreserved Fund Balance.
3. Staff has identified an opportunity for reimbursement from the State of Oklahoma of Work At Home expenses from the Coronavirus Relief Fund. \$22,797 is requested to purchase laptop computers. The budget in the Capital Improvement Fund must be amended to include \$22,797 in Cares Act Reimbursements (01-04.03.23) and \$22,797 for Computers and Equipment (12-5401.020).
4. An amendment to the contract with Meter Install Group requires additional funds to be transferred from the Capital Improvement Fund to the Coweta Public Works Authority to cover the cost of additional meters for the AMR project. The budget in the Capital Improvement Fund must be amended to include a \$26,000 transfer from the Coweta Public Works Authority (12-5504.100), to be taken from unreserved Fund Balance.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2020-22.

Attachments:

Resolution 2020-22

RESOLUTION 2020-22

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, 2021.

WHEREAS, the City of Coweta is anticipating monies that were not appropriated in the budget for fiscal year 2020-2021; and

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2020-2021; and

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

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL that the following supplemental appropriations be made:

GENERAL FUND

Revenue: Miscellaneous Revenues (01-04.03.80)	\$2,382
Expenditure: Contracted Services (01-5325.020)	\$2,382

CAPITAL IMPROVEMENT FUND

Revenue: Grants (12-04.03.20)	\$180,150
Revenue: Unrestricted Fund Balance	\$54,000
Expenditure: Infrastructure (12-5411.034)	\$234,150

Revenue: Cares Act Reimbursement (12-04.03.23)	\$22,797
Expenditure: Computers and Equipment (12-5401.020)	\$22,797

Revenue: Unrestricted Fund Balance	\$26,000
Expenditure: Transfer to PWA (12-5504.100)	\$26,000

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 3rd Day of August 2020.

Evette Morris, Mayor

Attest:

Approved as to form:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney