



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, DECEMBER 2, 2019 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. Approval of the Minutes of the Regular Meeting

Approval of the minutes of the Coweta City Council Regular Meeting held on November 4, 2019.

Documents:

[191104 MINUTES OF CITY COUNCIL REGULAR MEETING.PDF](#)

2. Cemetery Pavilion

Approval of a continuance for the following item to the January 6, 2020 meeting: approval of a proposal from Coweta Barn Company for improvements to the pavilion at Vernon Cemetery in an amount not to exceed Nineteen Thousand Dollars (\$19,000.00); this item was continued from the November 4, 2019 meeting.
(Roger Kolman, City Manager)

3. Withdrawal of rezoning case CZ 19-04

Acknowledgement of the receipt of a letter from the property owner withdrawing the application for rezoning property in accordance with CZ 19-04 pertaining to a portion of a tract of land with a legal description of: the East 240 feet of Lot 2 Block 2, Creek Hollow, a subdivision of part of the S 1/2 of the SW 1/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma generally located east of the northeast corner of the intersection of State Highway 51 and E 121st Street South; this item was continued from the November 4, 2019 meeting.

(Chip Cohrs, Community Development Director)

Documents:

[191104 STAFF REPORT REZONING CZ 19-04.PDF](#)
[191110 ORDINANCE 825 REZONING CZ 19-04.PDF](#)
[2019-11-04-SMITH JASON.PDF](#)
[_10282019-457 6.PDF](#)
[_10282019-457 7.PDF](#)
[WITHDRAWAL OF APPLICATION FOR REZONING.PDF](#)

4. NLC Utility Line Warranty Program

Approval of a Marketing Agreement with Utility Service Partners Private Label, Inc. pertaining to certain private service line warranty agreements to be marketed to Coweta utility customers.
(Roger Kolman, City Manager)

Documents:

[191202 STAFF REPORT UTILITY SERVICE PARTNERS.PDF](#)
[UTILITY SERVICE PARTNERS MARKETING AGREEMENT.PDF](#)

VI. OLD BUSINESS

1. Amendment to Ordinance 790 regarding PUD-R 17-02

Discussion and possible action on the adoption of amendments to Ordinance 790, an ordinance of the City of Coweta, Oklahoma creating a Planned Unit Development Overlay (PUD-R 17-02) for Saddle Creek Estates, by changing the zoning of Lot 1 Block 4 of said subdivision from RS-1 (Residential Single Family) to CG (General Commercial); repealing all ordinances in conflict herewith; and declaring an emergency; this item was continued from the November 4, 2019 meeting.

(Chip Cohrs, Community Development Director)

Documents:

[191104 STAFF REPORT ORDINANCE 790 \(AMENDED\).PDF](#)
[191104 ORDINANCE 790 \(AMENDED\).PDF](#)
[_10282019-457 8.PDF](#)
[_10282019-457 9.PDF](#)
[2019-11-04-YOCHAM DUSTY-COWETA LAND CO.PDF](#)

2. Declaration of Emergency Ordinance 790 (Amended)

Discussion and possible action to declare an emergency regarding Ordinance 790 (Amended) making it effective immediately upon passage and approval.

3. Ordinance 827 Amending the Zoning Map for CZ-19-06

Discussion and possible action on the adoption of Ordinance 827, an Ordinance of the City of Coweta, Oklahoma approving CZ-19-06 and rezoning a tract of land described as follows:
Beginning at a point 418 feet South of the Northwest corner Southwest Quarter; thence 448 feet East; 270 feet South; 484 feet West; 270 feet North to the point of beginning; Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, located at 10725 South 257th East Avenue.

(Chip Cohrs, Community Development Director)

Documents:

[191202 STAFF REPORT REZONING.PDF](#)
[ORDINANCE 827.PDF](#)
[CZ 19-06 AERIAL VIEW.PDF](#)
[CZ 19-06 ZONING MAP.PDF](#)

4. Declaration of an Emergency Ordinance 827

Discussion and possible action on the declaration of an emergency for Ordinance 827.

5. City of Coweta Monument Sign

Discussion and possible action to approve an agreement with Boulder Design in the amount of \$13,133 for the design, construction, and installation of a City of Coweta monument sign to be located generally south of the intersection of State Highway 51 and E. 111th Street S and to authorize the Mayor to execute the landscaping agreement with the Oklahoma Department of Transportation necessary for the project.
(Roger Kolman, City Manager)

Documents:

[191202 STAFF REPORT MONUMENT SIGN.PDF](#)
[CITY-OF-COWETA-AGREEMENT-REVISED.PDF](#)
[COWETA MONUMENT MOCKUP.PDF](#)
[MONUMENT SIGN ALT DESIGN.PDF](#)
[LANDSCAPING_AGREEMENT-MUNICIPALITY_FORM_M-7.PDF](#)
[CHAMBER SIGN LOCATION.PDF](#)

6. Quit Claim Deed

Discussion and possible action to transfer ownership of the Mission Bell Museum property, located at 204 S. Bristow Ave., from the City of Coweta to the Coweta Industrial Development Authority and authorize the Mayor to execute a Quit Claim Deed related thereto.
(Roger Kolman, City Manager)

Documents:

[191202 QUIT CLAIM DEED.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
NOVEMBER 4, 2019 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, November 4, 2019 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 and absent as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Morris congratulated the Coweta Marching Band and the Coweta Lady Tigers Cross Country Track and Volleyball Teams on their recent accomplishments at various tournaments.

V. PROCLAMATIONS

Harold Chance, Vice-Mayor and Purple Heart recipient, read a proclamation declaring the City of Coweta to be a Purple Heart City.

VI. CONSENT

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

1. Minutes of the Coweta City Council Regular Meeting held on October 7, 2019.
2. Approval of the 2020 Regular Meeting Dates Schedule for the Coweta City Council, Coweta Planning Commission, Coweta Board of Adjustment, and the Coweta Library.
3. Approval of the 2020 Holiday Calendar for the City of Coweta.
4. Approval of the 2020 court calendar for the Coweta Municipal Court.
5. Approval of the quarterly financial results and operational activities of the City of Coweta's 911 system for the last quarter of Fiscal Year 2018-2019, and the first quarter of Fiscal Year 2019-2020 in accordance with 63 O.S. §2815 (F).

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 4, 2019 6:00 P.M.**

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

VII. OLD BUSINESS

1. Amendment to Ordinance 790 regarding PUD-R 17-02

Motion by Evette Morris, second by Harold Chance for a continuance on the consideration of adopting an amendment to Ordinance 790.

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

3. Ordinance 825 Amending the Zoning Map for CZ 19-04

Motion by Evette Morris, second by Harold Chance for a continuance on the consideration of adopting Ordinance 825.

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

5. Ordinance 824 Amending Ch 11 & 13 of Zoning Code

Chip Cohrs, City Engineer, discussed the need to amend language in Chapter 11 Section 1140 (x) Marijuana Retail Establishments and Chapter 13 Section 1340(a) Marijuana Processing Facility and Growing Facility of the Zoning Code in order to comply with statutory changes adopted in the most recent legislative session.

Motion by Harold Chance, second by Naomi Hogue to adopt Ordinance 824, amending Chapter 11 and Chapter 13 of the Zoning Code.

Aye: Harold Chance
Naomi Hogue
Logan Brown
Evette Morris

Nay: Randy Woodward

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 4, 2019 6:00 P.M.**

6. Declaration of an Emergency Ordinance 824

Motion by Harold Chance, second by Naomi Hogue declaring an emergency regarding Ordinance 824, making it effective immediately upon passage and approval.

Aye: Harold Chance
Naomi Hogue
Logan Brown
Evette Morris

Nay: Randy Woodward

7. Resolution 2019-33 Accepting Public Infrastructure

Chip Cohrs discussed the infrastructure improvements to be accepted in Phase I of the Spradlin Estates subdivision.

Motion by Harold Chance, second by Evette Morris to approve Resolution 2019-33, accepting certain public infrastructure in Phase I of the Spradlin Estates subdivision.

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

8. Resolution 2019-31 Regarding Budget Amendments FY 19-20

Julie Casteen, Assistant City Manager, presented information on supplemental appropriations to the FY19-20 budget to be considered for various governmental funds.

Motion by Harold Chance, second by Randy Woodward to approve Resolution 2019-31, adopting amendments to the annual revenues and appropriations for the budget of the City of Coweta for fiscal year ending June 30, 2020.

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

9. City Hall Roof Repair

Roger Kolman, City Manager, discussed the need to replace the roof on the city hall complex. Mr. Kolman requested Council approval to seek bids for the repairs.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 4, 2019 6:00 P.M.**

Motion by Randy Woodward, second by Harold Chance to direct City staff to seek bids for the roof repairs at 310 S. Broadway.

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

10. Vernon Cemetery Pavilion

Roger Kolman presented information on proposed maintenance and improvements to the pavilion at the Vernon Cemetery. The proposal from Coweta Barn Company includes roof repairs, sandblasting and painting. In addition, the proposal includes enclosing the pavilion on three sides, with brickwork supporting the sidewalls. Council requested additional bids, and identified other options to be included in the proposals.

Motion by Evette Morris, second by Harold Chance for a continuance on the consideration of improvements and repairs to the cemetery pavilion.

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

11. NLC Service Line Warranty Program

Roger Kolman introduced Ashley Shiwarski with Utility Service Partners Private Label. Ms. Shiwarski outlined the Service Line Warranty Program, which provides homeowner repair protection for in-home water supply lines and in-home sewer lines. The City would receive a small part of the fees paid by residents who participate in the program.

Ron Cates, City Attorney, stated that there are a few minor details yet to be worked out on the agreement, but any substantive changes would be brought back to Council for approval if needed.

Motion by Randy Woodward, second by Harold Chance to approve the Marketing Agreement with Utility Service Partners Private Label, Inc., with minor amendments that may be recommended by Ron Cates, City Attorney.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 4, 2019 6:00 P.M.**

12. Ordinance 823, Ceremonial Street Signs

Roger Kolman discussed a proposed ceremonial street naming process whereby a resident may nominate a roadway to be named in honor of a deserving individual.

Motion by Harold Chance, second by Evette Morris to adopt Ordinance 823, amending Part 14 of the City Code by adding Chapter 4 pertaining to Ceremonial Street Signs; repealing all ordinances in conflict therewith; and declaring an emergency.

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

13. Declaration of an Emergency Ordinance 823

Motion by Evette Morris, second by Harold Chance declaring an emergency regarding Ordinance 823, making it effective immediately upon passage and approval.

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

VIII. NEW BUSINESS

There was no new business.

IX. ADJOURNMENT

Mayor Morris adjourned the meeting at 6:42 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; Community Development Director
Re: CZ 19-04
Date: November 4, 2019

BACKGROUND

The Coweta Planning Commission held a Public Hearing for the above referenced Zoning Change on October 28th, 2019. Jason N. Smith is seeking to amend the zoning map to rezone a portion of the parcel, specifically 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. This request for rezoning would be from the CG (General Commercial) district to IL (Light Industrial) district.

The parcel, located at 27541 East 121st Street South, consists of approximately two acres of real estate with two existing structures. The structure to the west is a hair salon and the structure to the east has been used as an events center for weddings and small parties. Those uses are consistent with the existing CG zoning and surrounding land uses.

Proposed Zoning: IL (Light Industrial) High Intensity

Present Zoning: CG (General Commercial) district.

Adjacent Zoning: **North:** AG (Agriculture); **East:** AG (Agriculture); **South:** CG (General Commercial) and AG (Agriculture); **West:** CG (General Commercial)

Comprehensive Plan Intensity: Low, however the subject property was previously rezoned to CG which is a high intensity use.

The zoning application seeks to break one parcel of property into two zoning categories, CG and IL. This is not consistent with modern zoning practices, which generally require that each parcel, outside of a PUD, carry only one zoning category. Therefore, staff recommends that this zoning application should be denied.

None of the properties contiguous to this parcel are zoned for industrial use nor are those surrounding land uses necessarily compatible with the IL zoning category. Therefore, staff recommends that this zoning application should be denied.

The Coweta Comprehensive Plan 2020 Land Use Intensities map (pg. 38) shows that area of the community to be predominately low intensity land uses, most likely residential. Also, the Coweta Comprehensive Plan, under Industrial Area Goals (pg. 23) provides in part that "it is intended that the scattering of unplanned industrial uses in areas planned for other uses be discouraged". Additionally, the Industrial Area Policies (pg. 24) provides in part that "industrial districts should be separated from low intensity uses by medium intensity nonresidential uses whenever feasible and appropriate."

Therefore, staff finds that the applied for rezoning category is not consistent with the Coweta Comprehensive Plan and recommends denial of the zoning request.

There were no public comments in the public hearing pertaining to this matter. The Planning Commission voted to recommend denial of the request for rezoning the parcel. In accordance with the requirements of the Coweta Zoning Code (Chapter 22 Section 2230.4) when the Planning Commission has recommended denial of a zoning change, the applicant, Jason Smith, has timely filed a letter City Clerk seeking a hearing with the before the City Council.

The applicant has agreed to ask the City Council for a continuance on the matter at the November 4th meeting so that he can confer with City staff on the matter. The hearing before the City Council can be scheduled for a future meeting.

STAFF RECOMMENDATION

Staff recommends denial of the rezoning request.

ATTACHMENTS

1. Aerial View Map, 2. Zoning Map, 3. Ordinance, 4. Letter from Applicant

**CITY OF COWETA OKLAHOMA
ORDINANCE 825**

AN ORDINANCE APPROVING CZ 19-04 AND REZONING A PORTION OF 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; FROM CG (GENERAL COMMERCIAL) CLASSIFICATION TO IL (LIGHT INDUSTRIAL) CLASSIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND DECLARING AN EMERGENCY.

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

SECTION 1: THE FOLLOWING DESCRIBED PROPERTY IS HEREBY REZONED FROM CG: GENERAL COMMERCIAL CLASSIFICATION TO IL: LIGHT INDUSTRIAL, **TO WIT:**

TRACT 1: 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 2: THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith BE AND THE SAME ARE HEREBY EXPRESSLY REPEALED.

SECTION 3: THAT AN EMERGENCY EXISTS FOR THE PRESERVATION OF PUBLIC HEALTH, PEACE AND SAFETY AND BY REASON WHEREOF, THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

PASSED AND APPROVED WITH THE EMERGENCY CLAUSE RULED ON SEPARATELY THIS 4th Day of November 2019.

EVETTE MORRIS, MAYOR

ATTEST:

JULIE CASTEEN, CITY CLERK

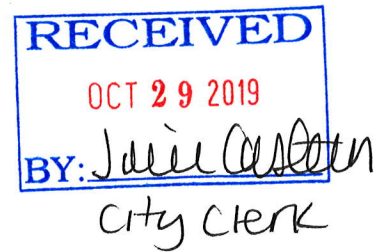
APPROVED AS TO FORM:

RONALD D. CATES, CITY ATTORNEY

To: City of Coweta

Attn: **Roger Kolman** City Manager and City Clerk

Date: 10-29-19



This letter is to formally request addition and inclusion to the City Counsel meeting agenda for the 4th of November and is regarding the denial of recommendation voted on by the Planning Committee during the October 28, 2019 Commission hearing. We hereby request an appeal of the Planning Commissions denial for approval to be heard by the City Council with respect to our application for re zoning listed as item 1 on the agenda for the above referenced hearing (see attached agenda). We requested the City Counsel hear and address items openly discussed and put forth by the City Planner and the City Attorney during that hearing and the recommendation made by the committee.

Respectfully,

A handwritten signature in blue ink that reads "Jason N Smith". The signature is stylized with a large, looping "J" and "S".

10-29-19

Jason N Smith

Gnoman, LLC

27541 E 121st South

Coweta, Ok 74429

Cell: 918-344-5881



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**AGENDA - REGULAR MEETING
COWETA PLANNING COMMISSION
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, OCTOBER 28, 2019, 6:30 PM**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Melanie Lander _____
Jessica Morris _____
Kathleen Robinson _____
Carter Mathews _____
Joanna Jones _____

IV. CONSENT

(All matters under the "Consent Calendar" are considered by the Planning Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from consent by request.)

1. Minutes of the Coweta Planning Commission Regular Meeting

Approval of the minutes of the Coweta Planning Commission regular meeting held on September 23, 2019.

Documents:

[190923 MINUTES OF THE COWETA PLANNING COMMISSION.PDF](#)

V. PUBLIC HEARINGS

1. Public Hearing on a Proposed Change in Zoning-CZ 19-04

Public hearing to accept public comment on CZ 19-04, an application by Jason N. Smith to change the zoning from CG (General Commercial) district to the IL (Light Industrial) district for a property with the following legal description: the East 240 feet of 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.

Documents:

[CZ 19-04 AERIAL VIEW.PDF](#)
[CZ 19-04 ZONING MAP \(2\).PDF](#)

2. Public Hearing on a Proposed Amendment to PUD-R 17-02 for Saddle Creek Estates.

Public hearing to accept public comment on a proposed amendment to a Planned Unit Development (PUD), specifically PUD-R-17-02 for Saddle Creek Estates, a subdivision generally located on the northeast corner of the intersection of State Highway 51 and S 321st E Avenue.

Documents:

[AMENDED PUD-R 17-02 AERIAL VIEW MAP.PDF](#)
[AMENDED PUD-R 17-02 ZONING MAP.PDF](#)

3. Coweta Zoning Code-Chapter 11 Section 1140(x) and Chapter 13 Section 1340(a)

Public hearing to accept public comment on a proposed text amendment to amend language of the Coweta Zoning Code with regard to Uses Permitted by Specific Use Permit, specifically Chapter 11, Section 1140(x), Medical Marijuana Dispensary and Chapter 13, Section 1340(a), Marijuana Processing Facility and Marijuana Growing Facility-Commercial. The Planning Commission is to hold a public hearing and make a recommendation to the City Council on the proposed amendment to the text of the City of Coweta Zoning Code.

Documents:

[191028 STAFF REPORT ON ZONING CODE AMENDMENTS.PDF](#)
[191028 PROPOSED ORDINANCE AMENDING CH 11 SECTION 1140 X.PDF](#)

VI. OLD BUSINESS

1. Proposed Change in the Coweta Zoning Map Requested by Jason N. Smith

Discussion and possible action on making a recommendation of approval, approval with conditions or denial to the City Council on the proposed change in the Zoning Map from CG (General Commercial) to IL (Light Industrial) requested by Jason N. Smith for a parcel of land with a legal description of: 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 and generally located east of the northeast corner of the intersection of State Highway 51 and E 121st St S.

Documents:

[191028 PROPOSED REZONING.PDF](#)
[191028 PROPOSED ORDINANCE REZONING PROPERTY TO IL.PDF](#)

2. Proposed Amendment to PUD-R 17-02 for Saddle Creek Estates

Discussion and possible action on making a recommendation of approval, approval with conditions, or denial to the City Council on the proposed amendment to PUD-R 17-02 for Saddle Creek Estates.

Documents:

[AMENDED PUD-R 17-02 ZONING MAP.PDF](#)
[1277.PDF](#)
[1277 \(2\).PDF](#)

3. Coweta Zoning Code-Chapter 11 Section 1140(x) and Chapter 13 Section 1340(a)

Discuss and consider possible action, including approval, approval with conditions or denial of a text amendment to amend language of the Coweta Zoning Code with regard to Uses Permitted by Specific Use Permit, specifically Chapter 11, Section 1140(x), Medical marijuana Dispensary and Chapter 13, Section 1340(a), Marijuana Processing Facility and Marijuana Growing Facility-Commercial. The Planning Commission is to hold a public hearing and make a recommendation to the City Council on the proposed amendment to the text of the City of Coweta Zoning Code.

Documents:

[ORDINANCE AMENDING CHAPTER 11 AND 13.PDF](#)
[STAFF REPORT-TEXT AMENDMENT ZONING CODE-CHAPTER 11 AND CHAPTER 13.PDF](#)

VII. NEW BUSINESS

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.

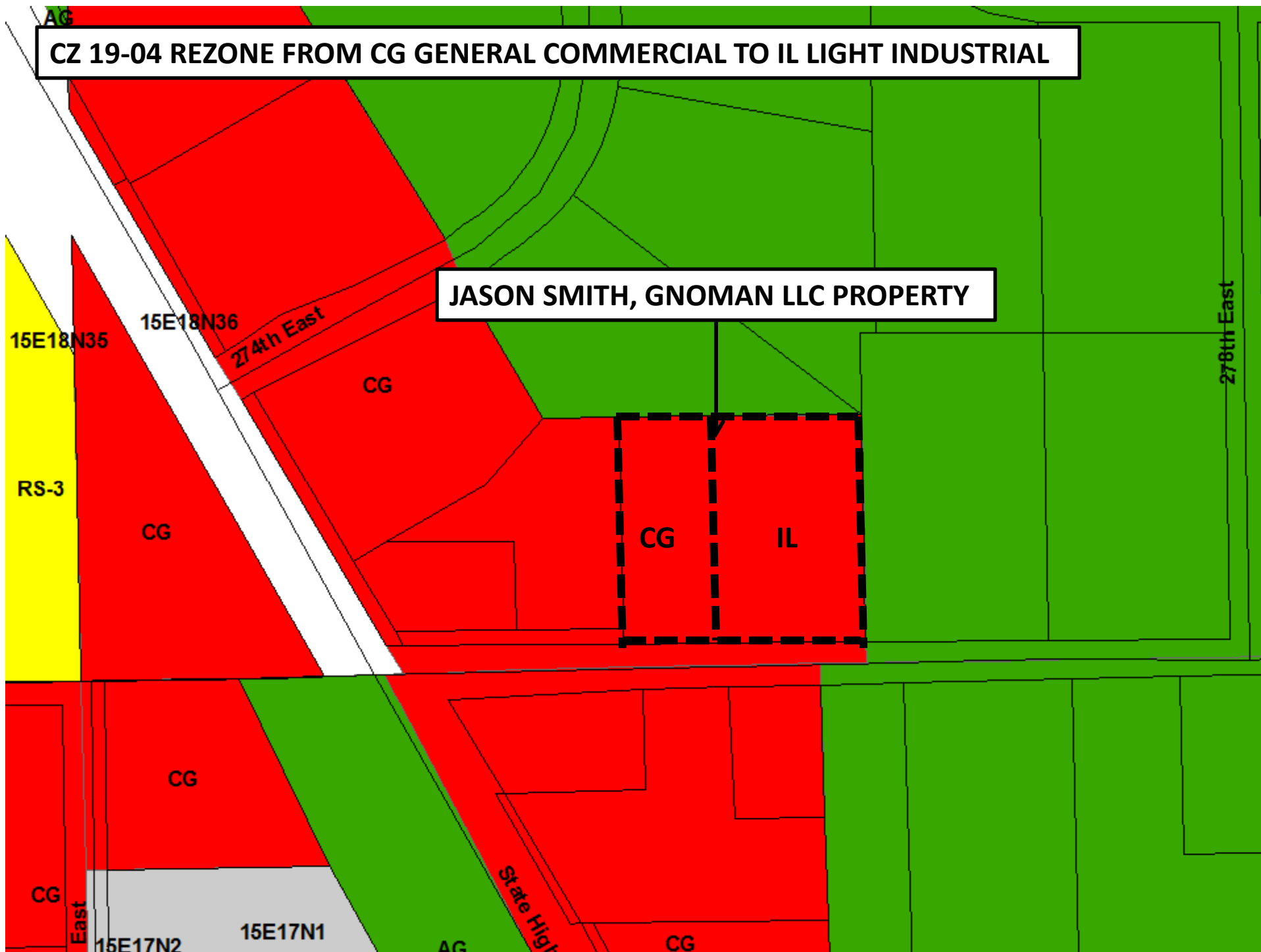
CZ 19-04 REZONE FROM CG GENERAL COMMERCIAL TO IL LIGHT INDUSTRIAL

JASON SMITH, GNOMAN LLC PROPERTY



CZ 19-04 REZONE FROM CG GENERAL COMMERCIAL TO IL LIGHT INDUSTRIAL

JASON SMITH, GNOMAN LLC PROPERTY



To: City of Coweta

Attn: Roger Kolman, City Manager

Date: 11-22-19

This letter is to formally request that our application for re-zoning of the property at 27541 E 121st south Coweta, Ok 74429 (CZ 19-04) be withdrawn and all appeals be closed without prejudice. We forfeit all fees and withdraw all applications to the City as they pertaining to the re-zoning set for appeal to City Council on the December agenda.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Smith", with a stylized flourish at the end.

Jason Smith

Gnoman LLC

27541 E 121st St south

Coweta, Ok 74429



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Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Utility Partners Marketing Agreement
Date: 12/2/19

BACKGROUND

At the November 4, 2019 meeting the City Council tentatively approved a marketing agreement with Utility Service Partners pertaining to a utility service line warranty program. At that time, the City Attorney indicated that further changes needed to be made to the agreement prior to execution. Those changes have been made and approved by the City Attorney.

Therefore, staff recommends approval of the agreement as amended.

STAFF RECOMMENDATION

Staff recommends approval of the agreement.

ATTACHMENTS

Marketing Agreement

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Coweta, Oklahoma ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". City may provide Company with Property Owner Data for use by Company in furtherance of the

advertisement, marketing, and sale of the Products. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. For the avoidance of doubt, this Agreement shall be deemed confidential and the City shall notify Company should this Agreement be subject to disclosure due to any public records laws.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

7. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnatee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnatee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Roger Kolman
City of Coweta
310 S Broadway
Coweta, OK 74429
Email: rkolman@cityofcoweta-ok.gov
Phone: (918) 486-2189

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an

affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Oklahoma, without regard to the choice of law principles of the forum state. The Parties hereby agree and consent to the exclusive jurisdiction and venue of the state and/or federal courts situated in the District Court of Wagoner County, Oklahoma or the United States District Court for the Eastern District to Oklahoma, in any action arising out of or relating to this Agreement. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF COWETA

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Coweta
Term Sheet
August 26, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products.

- a. External water service line plan (initially, \$5.75 per month)
- b. External sewer/septic line plan (initially, \$7.75 per month)
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
 - Property Owner responsibility: From the meter and/or curb box to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line plan:
 - Property Owner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; Community Development Director
Re: PUD-R 17-02 Amendment
Date: November 4, 2019

BACKGROUND

The Coweta Planning Commission held a Public Hearing on the above referenced PUD Amendment Monday October 28th, 2019. Coweta Land Company, LLC. Saddle Creek Estates, is seeking an Amendment to a Planned Unit Development ("PUD"), PUD-R 17-02. The subdivision contains 31.42 acres in Coweta, Oklahoma located at the Northeast Corner of East Highway 51 and South 321st East Avenue. It is situated in the Northwest Quarter (NW/4) of Section 16, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. The current zoning for the property is RS-1 Residential Single Family District. An application has been submitted for an Amendment to the current Planned Unit Development to request rezoning Lot 1, Block 4, Saddle Creek Estates to the CG General Commercial Zoning District. The other lots will remain in the RS-1 Residential Single Family zoning.

Legal Description for the proposed RS-1 Residential Single Family Zoning District (PUD Development Area):

Lots 1 thru Lot 13, Block 1, and Lots 1 thru Lots 6, Block 2 and Lots 1 thru Lot 6, Block 3, Saddle Creek Estates, an addition lying in the S/2 of the NW/4 of Section 16, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

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

Lot 1, Block 4, Saddle Creek Estates, an addition lying in the S/2 of the NW/4 of Section 16, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Staff found that the request to rezone Lot 1, Block 4 of Saddle Creek Estates complies with the Coweta Comprehensive Plan, and if adopted would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

There was one resident of the Saddle Creek Estates Subdivision that attended the public hearing that expressed opposition to the proposed amendment. There were no other public comments received. The Planning Commission voted 3-1 to recommend denial of the proposed amendment to the PUD to the City Council.

In accordance with Chapter 22 Section 2230.4 of the Coweta Zoning Code, the applicant, Coweta Land Company, LLC, has timely filed a letter requesting that the City Council hear their request for the rezoning discussed herein as required when the Planning Commission votes to recommend denial.

STAFF RECOMMENDATION

Staff recommends approval of the amendments to proposed amendments to PUD-R 17-02 for Saddle Creek Estates.

ATTACHMENTS

(1) Aerial View Map (2) Zoning Map (3) Ordinance No. 790 (Amended), (PUD) PUD-R 17-02 Saddle Creek Estates, (4) Letter requesting hearing before the City Council

ORDINANCE 790 (AMENDED)

AN ORDINANCE AMENDING ORDINANCE NO. 377 AND CREATING A PLANNED UNIT DEVELOPMENT OVERLAY (PUD-R 17-02) FOR A TRACT OF LAND LOCATED IN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, AS MORE PARTICULARLY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith AND DECLARING AN EMERGENCY.

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

SECTION 1: That Ordinance No. 377 be and the same is hereby amended, placing a Planned Unit Development designation over the current RS-1 Residential Single Family and CG Commercial General zoning designation for the following described property, to wit:

Legal Description Overall (PUD Development Area)

A tract of land situated in the South Half of the Northwest Quarter (S/2 NW/4) of Section 16, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows, to-wit: Commencing at the Southwest Corner of the NW/4 of Section 16, thence N01°22'25"W and along the west line of said Section 16, for 97.14 feet to the point of beginning; thence N88°54'54"E for 1858.27 feet; thence N68°27'39"E for 171.80 feet; thence N88°57'57"E for 241.20 feet; thence S73°48'45"E for 191.03; thence N72°31'51"E for 79.35 feet; thence N87°08'08"E for 39.23 feet; thence S75°07'34"E for 82.88 feet; thence N01°24'55"W for 525.64 feet; thence S88°54'54"E for 2637.55 feet to a point on the west line of said Section 16; thence S01°22'40"E for 529.56 feet to the point of beginning. Said tract of land containing 31.42 acres, more or less.

Legal Description RS-1 Residential Single Family Zoning District (PUD Development Area)

Lots 1 thru Lot 13, Block 1, and Lots 1 thru Lots 6, Block 2 and Lots 1 thru Lot 6, Block 3, Saddle Creek Estates, an addition lying in the S/2 of the NW/4 of Section 16, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

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

Lot 1, Block 4, Saddle Creek Estates, an addition lying in the S/2 of the NW/4 of Section 16, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

SECTION 2: THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith BE AND THE SAME ARE HEREBY EXPRESSLY REPEALED.

SECTION 3: THAT BECAUSE THE REZONING HEREBY ENACTED IS ESSENTIAL TO THE PROPER AND ORDERLY GROWTH OF THE CITY OF COWETA AN EMERGENCY EXISTS FOR THE PRESERVATION OF PUBLIC HEALTH, PEACE AND SAFETY AND BY REASON WHEREOF, THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

PASSED AND APPROVED WITH THE EMERGENCY CLAUSE RULED ON
SEPARATELY THIS 4th Day of November, 2019.

EVETTE MORRIS, MAYOR

ATTEST:

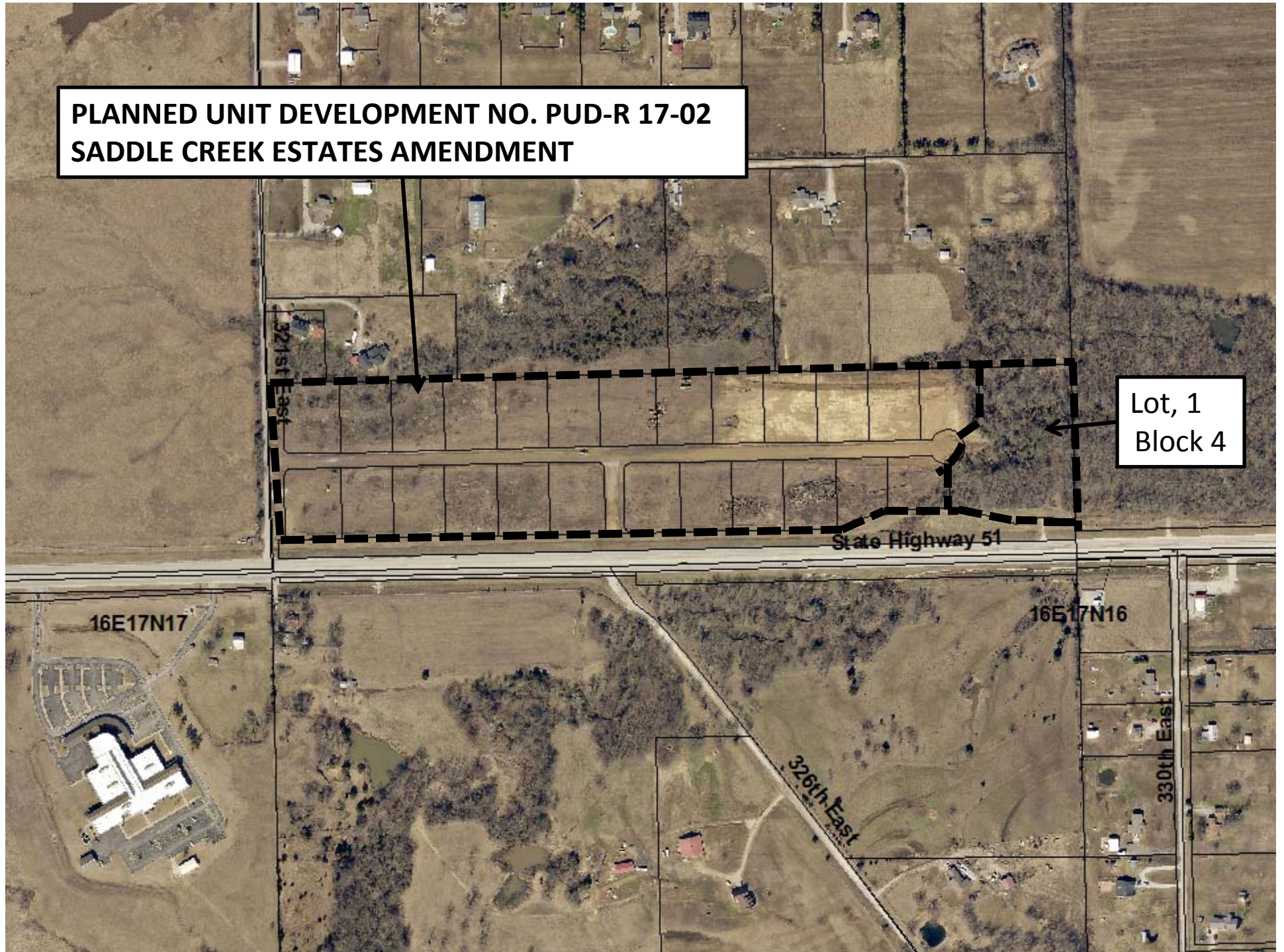
JULIE CASTEEN, CITY CLERK

APPROVED AS TO FORM:

RONALD D. CATES, CITY ATTORNEY

**PLANNED UNIT DEVELOPMENT NO. PUD-R 17-02
SADDLE CREEK ESTATES AMENDMENT**

Lot, 1
Block 4



**PLANNED UNIT DEVELOPMENT NO. PUD-R 17-02
SADDLE CREEK ESTATES AMENDMENT**

AG

321st East

Lot, 1
Block 4

RS-1

State Highway 51

16E17N17

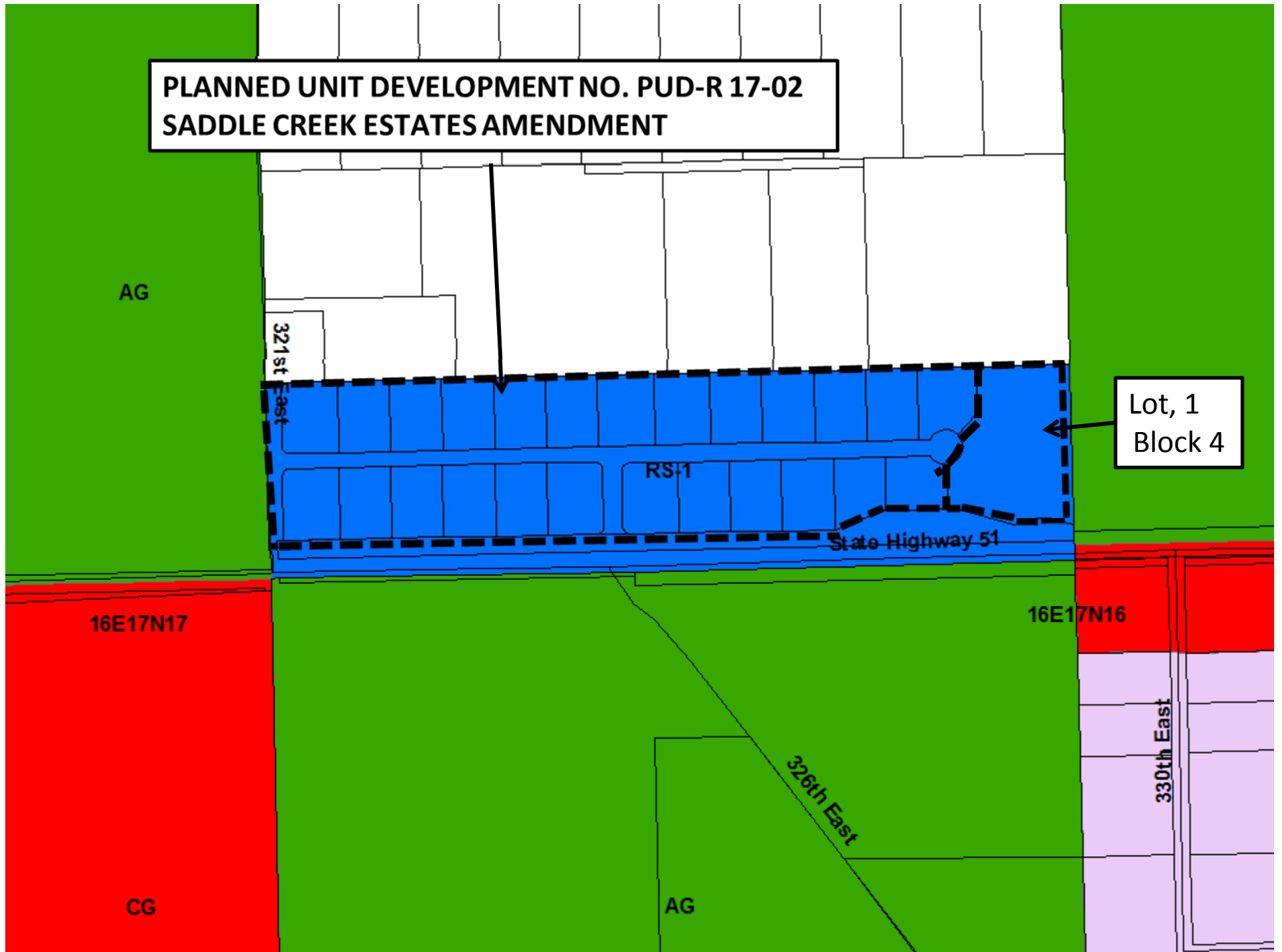
16E17N16

CG

AG

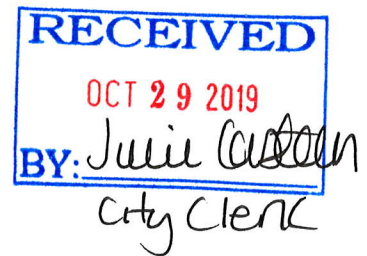
326th East

330th East



Coweta Land Company, LLC

**P.O. Box 745
Coweta, Oklahoma 74429**



October 29, 2019

Mr. Roger Kolman
City Manager
City of Coweta

Re: PUD-R 17.02, Saddle Creek Estates

The Coweta Planning Commission denied the application on a 3 to 1 vote, for a Minor Amendment to PUD-R 17.02 and a re-zoning request to CG for Lot 1, Block 4 Saddle Creek Estates, a 3.68 acre lot, on Monday evening October 28, 2019.

I am requesting this item be brought to the Coweta City Council at the earliest possible date for discussion and consideration.

The subdivision plat and covenants were approved by the City of Coweta and filed of record with the Wagoner County Clerk on September 10, 2018. Section V.E. of the filed covenants, state, 'the covenants and restrictions of this declaration may be amended, in whole or in part, modified, added to or changed at any time during the first fifteen year (15) period by an instrument signed by the owners of not less than sixty percent (60%) of the lots, and thereafter at any time by an instrument signed by the owners of not less than fifty-one percent (51%) of the lots.

An AFFIDAVIT was filed on August 25, 2019 with the Wagoner County Clerk modifying Section II. Restrictions and Protective Covenants, C. Lot Use and Restrictions. Paragraph 1. Lot Use. The change allows for Lot 1, Block 4 to be used for business, commercial or manufacturing purpose. A copy of the filed affidavit is attached.

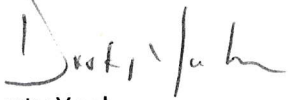
The PUD-R 17.02 – Minor Amendment No. 2 request the same change as the filed affidavit. The rest of PUD-R 17.02 was to remain in full force and effect.

Lot 1, Block 4, Saddle Creek Estates is separated from Blocks 1, 2 and 3, by an unnamed creek. East 146th Street South will not be extended to this lot. Access for this lot is from State Highway 51. The Oklahoma Department of Transportation has installed a driveway access to this parcel of land.

Allowing Lot 1, Block 4 to be used for commercial purposes meets the Coweta Comprehensive Plan. The Coweta planning staff recommended approval for this item. It is our belief, allowing Lot 1, Block 4 to be used for commercial purposes will have no adverse effect on the remaining residential lots in Saddle Creek Estates of which we are the owners of the vacant lots.

Coweta Land Company, LLC respectfully request this item be heard by the Coweta City Council at its earliest possible date and that the Coweta City Council approve our request as presented by the Coweta planning staff with a recommendation of approval.

Thank you,

A handwritten signature in black ink, appearing to read "Dusty Yocham", written over a horizontal line.

Dusty Yocham

Coweta Land Company, LLC



AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Coweta Land Company, LLC, an Oklahoma Limited Liability Company is the owner of 60% (sixty percent) of the lots in "Saddle Creek Estates", an addition to the City of Coweta, Wagoner County, State of Oklahoma a subdivision of a part of the S/2 NW/4 of Section 16, T-17-N, R-16-E, Wagoner County, Oklahoma and filed as a plat in the Wagoner County Court House as Doc. No. 2018-10906, Book: 2453, Pages 0783, 0784 and 0785, filed 9/10/18.....

And

Let it be known that the private covenants and restrictions contained in the Deed of Dedication are amended and modified to read.....

Section II. RESTRICTIONS AND PROTECTIVE COVENANTS

C. LOT USE AND RESTRICTIONS.

1. Lot Use. Lots shall be used only for residential single-family purposes, except Lot 1, Block 4. No lot shall be used for any business, commercial or manufacturing purpose, except Lot 1, Block 4; provided, however, the Developer may permit a model home or similar sales office to be implemented and maintained by a builder for a fixed time period, at the Developer's sole discretion. No residential lot may be subdivided to accommodate two or more separate owners or dwellings, except Lot 1, Block 4. No structure shall be placed, altered, erected or permitted to remain on any residential lot which exceeds two (2) stories in height, except Lot 1, Block 4. No building not meeting a specific building code identified by the Architectural Committee may be moved onto a residential lot. No structure of a temporary character may be used as a residence. No mobile home shall be moved into or be present in the Addition.

Witness my hand this 5 day of August at Wagoner County, Oklahoma.



Coweta Land Company, LLC
an Oklahoma Limited Liability Company



STATE OF OKLAHOMA)

)SS

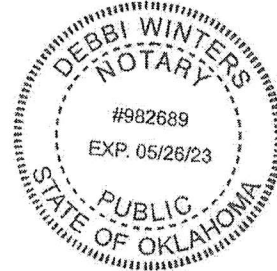
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 5 day of August, 2019, personally appeared Dusty Gochman to me known to be the identical person who subscribed the name of the maker to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth therein.

WITNESS my hand and seal on the day and year last above written.

My Commission Expires: May 26, 23

Notary Public: Debbi Winters





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Memorandum

To: City Council
From: Wm. H. Cohrs, III, PE; Community Development Director
Re: CZ 19-06
Date: 11-25-2019

BACKGROUND

The City of Coweta is seeking to amend the zoning map to rezone a tract of land being part of the Southwest Quarter of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. The present zoning classification is CG (General Commercial) district the request is to change the zoning to IL (Light Industrial) district. This rezoning will allow the existing use to be in a correct zoning. The property is currently used for Electrical and Mechanical Process Equipment Supplier, which is allowable in a IL Light Industrial district. The property is located in the Midway Industrial Park located at 10725 South 257th East Avenue.

Proposed Zoning: IL (Light Industrial) district.

Present Zoning: CG (General Commercial) district.

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

This is a City-initiated request for the property owned by Rick Salyer, for a zoning change, allowed under Zoning Code Section 2230.3(a), In this case, the City is proposing the zoning reclassification to revise our official zoning map to be consistent with the IL Light Industrial zoning in the Midway Industrial Park. This rezoning will allow for the correct zoning in an existing building on the property that is used for IL Light Industrial Electrical and Mechanical Process Equipment Supplier. The request is to rezone from the CG (General Commercial) district to IL (Light Industrial) district.

Staff finds that this request is in compliance with the Coweta Comprehensive Plan.

STAFF RECOMMENDATION

The Planning Commission recommended approval of the rezone request to the City Council at the November 25, 2019 meeting.

ATTACHMENTS

1. Aerial View Map; 2. Zoning Map; 3. Ordinance No. 000; 4. Public Hearing Notice

**CITY OF COWETA OKLAHOMA
ORDINANCE 827**

AN ORDINANCE APPROVING CZ 19-06 AND REZONING A TRACT OF LAND LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA; FROM CG (GENERAL COMMERCIAL) CLASSIFICATION TO IL (LIGHT INDUSTRIAL) CLASSIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND DECLARING AN EMERGENCY.

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

SECTION 1: THE FOLLOWING DESCRIBED PROPERTY IS HEREBY REZONED FROM CG: GENERAL COMMERCIAL CLASSIFICATION TO IL: LIGHT INDUSTRIAL, TO WIT:

TRACT 1: Beginning at a point 418 feet South of the Northwest corner Southwest Quarter; thence 448 feet East; 270 feet South; 484 feet West; 270 feet North to the point of beginning; Section Twenty-six (26), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

SECTION 2: THAT ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith BE AND THE SAME ARE HEREBY EXPRESSLY REPEALED.

SECTION 3: THAT AN EMERGENCY EXISTS FOR THE PRESERVATION OF PUBLIC HEALTH, PEACE AND SAFETY AND BY REASON WHEREOF, THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

PASSED AND APPROVED WITH THE EMERGENCY CLAUSE RULED ON SEPARATELY THIS 2nd Day of December, 2019.

EVETTE MORRIS, MAYOR

ATTEST:

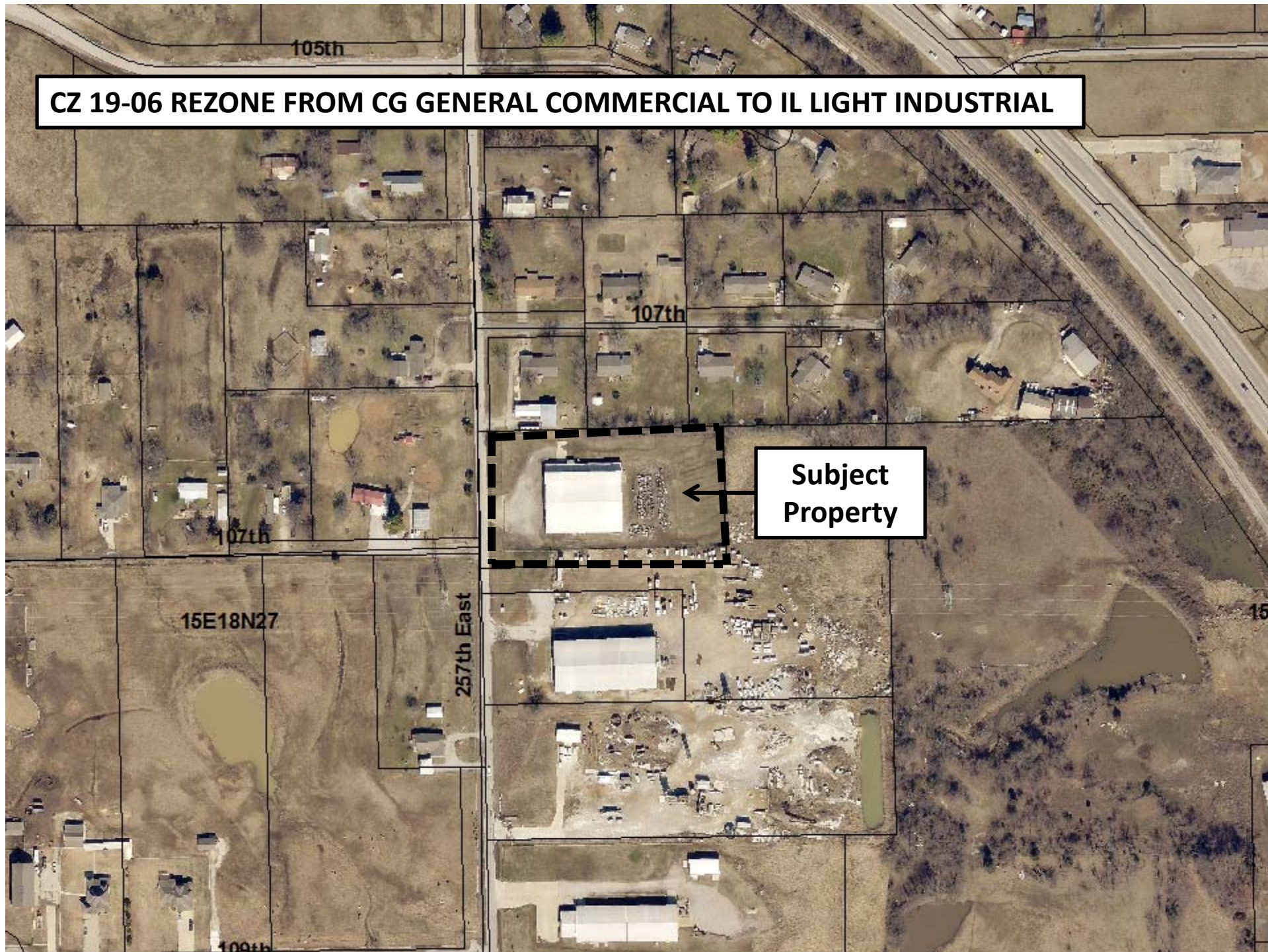
JULIE CASTEEN, CITY CLERK

APPROVED AS TO FORM:

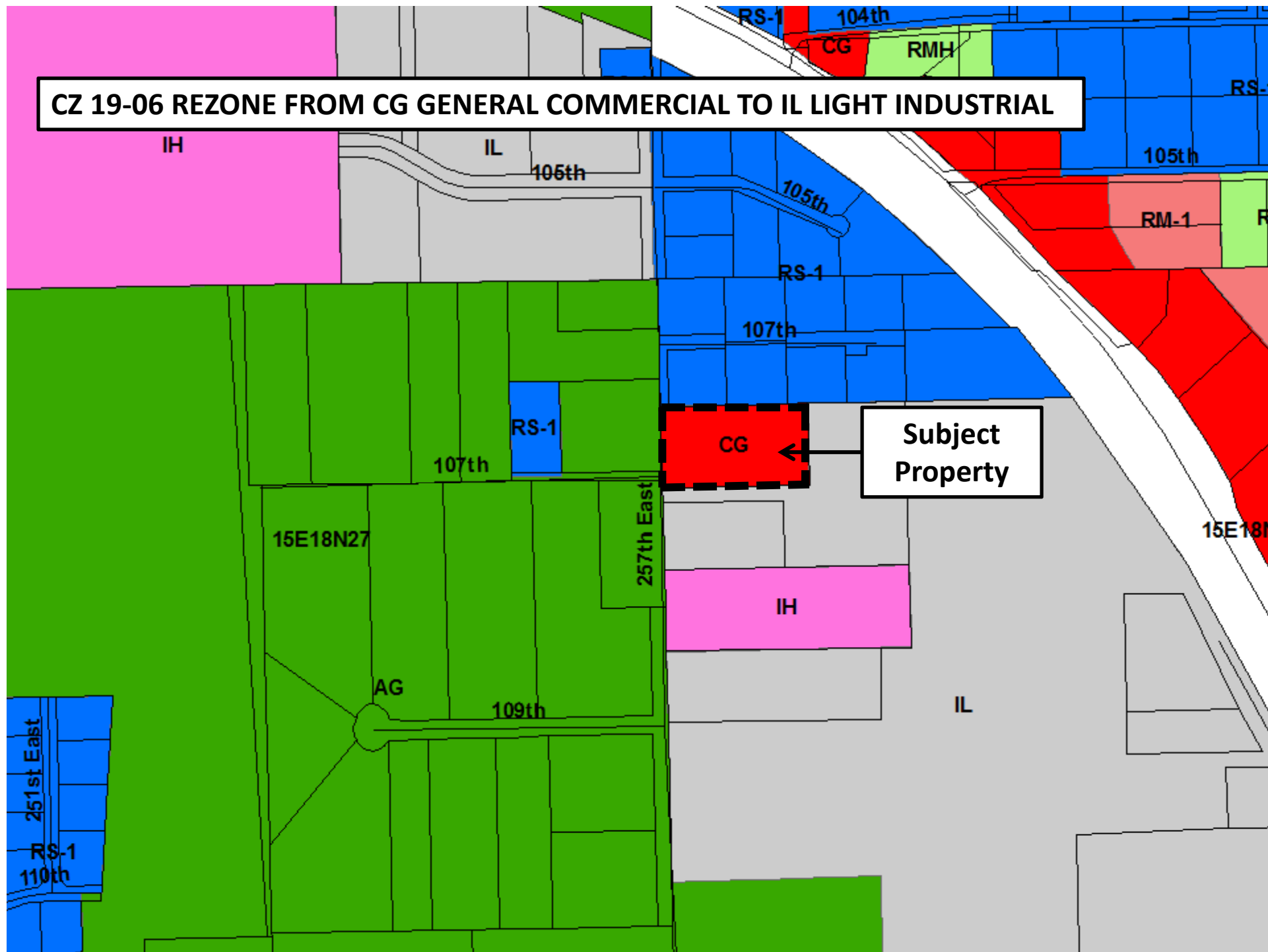
RONALD D. CATES, CITY ATTORNEY

CZ 19-06 REZONE FROM CG GENERAL COMMERCIAL TO IL LIGHT INDUSTRIAL

**Subject
Property**



CZ 19-06 REZONE FROM CG GENERAL COMMERCIAL TO IL LIGHT INDUSTRIAL





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Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: City Monument Sign
Date: 12/2/19

BACKGROUND

The City of Coweta currently lacks an identifiable landmark indicating to travelers on Highway 51 that they are in Coweta. While the proposed location is not really the physical boundary of Coweta, it is in an area that is near a major retail center, with good visibility from the highway, and the site of an existing Chamber of Commerce sign. The overall design provided by the contractor creates a unique look for the gateway to our city.

After several months of working with the staff at Boulder Designs on the size and location of the monument, staff is prepared to recommend that we proceed with the project. Quotes for the construction of the base the monument rests on were obtained from two local contractors; based upon those quotes staff recommends using Boulder Designs' team to provide a turnkey installation. The project was included in the budget at \$11,000 which did not include installation costs. The total project cost will be \$13,113, with the balance of \$2,113 coming from savings on other projects in the Capital Projects Fund.

In addition to the mock-up prepared by Boulder Designs, Crossroads Communications has prepared three alternatives that slightly deviate from the original design for Council to consider.

STAFF RECOMMENDATION

Staff recommends approval of the agreement with Boulder Designs and approval for the Mayor to execute the required landscaping agreement with ODOT.

ATTACHMENTS

Project Agreement
Design Alternatives
ODOT Landscaping Agreement
Location Map



100 S. Peninsula Dr. Cleveland, OK. 74020

918-771-8322

bouldersandborders@gmail.com

Agreement for

Customer info

Name	City of Coweta
Address	310 S. Broadway
City/State	Coweta, Ok. 74429
Contact	Roger
Email	
Phone #	918-486-2189

Scope of project

Item	Description
Main boulder	The boulder will 8ft wide, 4ft tall and 14 inches thick. It will weigh in at about 4,700 lbs. It will be single sided and designed per the approved proof.
Location	Across from Wal-mart
Permitting	Permitting is not included, but we will gladly obtain permits if needed. There is a \$250 charge plus the actual cost of permits for this service
Delivery	We will deliver and set the boulder on the custom foundation with an industrial epoxy.
Foundations	We will dig, install and provide a custom base for the foundation of this boulder
	This is a turnkey installation with no hidden costs
Landscaping	No landscaping is provided at this time, but is available if desired

Electrical	No electrical is provided at this time, but is available if desired
Warranty on Boulders	We include a 10 year warranty as long as a maintainence agreement is in good standing for that period. For an annual fee of \$195, we will come out twice a year to inspect and perform any maintainence on both boulders as needed. Once a year in the spring we will re-spray the clear-coat protectant on both boulders to insure they are protected from the weather. This warranty covers normal wear and tear, plus deteriation of the boulders. It does not, however, cover any damage beyond normal wear and tear, example: damage from hail, high winds, tornadoes, vehicles and etc. If damage is caused by something other than normal wear and tear, we will submit an estimate for repairs. The beauty of our product is that is repairable almost all the time.

Funding for project			
Costs			
Boulder	Entryway boulder	\$	10,263.00
Delivery and set	Entryway boulder	\$	1,200.00
Foundation	Custom flagstone foundation per proof	\$	1,650.00
		Total	\$ 13,113.00
Pay schedule			
Due to start	Due with signing of this agreement	\$	5,131.50
Completion	Due upon completion of 1st boulder	\$	5,131.50
Due when complete	Installation of custom foundation	\$	1,650.00
Delivery & Set	Due opon finished installation of boulder	\$	1,200.00
		Total	\$ 13,113.00

Additional Notes

City of Coweta represetative

Date

Print

Sign

Boulder Designs representative

Date

Print

Sign





OKLAHOMA DEPARTMENT OF TRANSPORTATION AGREEMENT WITH MUNICIPALITY FOR LANDSCAPING

This agreement is entered into this _____ day of _____, 20____, between the Department of Transportation of the State of Oklahoma, hereinafter known as the DEPARTMENT, and the City of _____, Oklahoma, hereinafter known as the MUNICIPALITY:

WITNESSETH:

Whereas the MUNICIPALITY requests permission to construct landscaping on the highway right-of-way located at:

and the Department is willing to allow such landscaping. Now, therefore the parties do mutually agree as follows; to-wit:

The DEPARTMENT agrees to permit the MUNICIPALITY to construct said landscaping on the site located as described above, in accordance with the plans and specifications hereto attached and made a part hereof and as further provided herein.

THE MUNICIPALITY HEREBY AGREES:

1. That the terms and conditions of this agreement are binding upon its successors, grantees and tenants, and it will advise those parties of their obligations.
2. That all expenses associated with the construction and maintenance of the landscaping on the highway right-of-way shall be borne by the MUNICIPALITY.
3. That all construction will be in accordance with the plans hereby attached to the agreement.
4. That all maintenance (to include mowing, trimming, litter pick-up, and care and watering of all plant materials) will be in accordance with the initial five-year plan attached hereto and made a part hereof. After the initial five-year maintenance period, the MUNICIPALITY will retain an additional responsibility for perpetual vegetation management as follows: Vegetation maintenance including mowing and erosion control will be the responsibility of the MUNICIPALITY inside the designated planting areas. A minimum of four times per year the MUNICIPALITY will control erosion and undesirable vegetation around the base of the items in the designated planting area approved in this agreement. The MUNICIPALITY will also, a minimum of once per year, prune the approved vegetation in the designated planting area for esthetics and to allow MUNICIPALITY'S mowing equipment easy accessibility around the trees and shrubs approved by this agreement to prevent encroachment of such vegetation into the right-of-way outside of the designated planting areas. The MUNICIPALITY may perform such trimming more often at the MUNICIPALITY'S discretion. Vegetation maintenance and erosion control will be the responsibility of the DEPARTMENT outside the designated planting areas as required by applicable Transportation Commission Rules. If the MUNICIPALITY elects to remove the landscaping permitted by this agreement, the MUNICIPALITY will no longer be responsible for maintenance to the DEPARTMENT'S property once the Right-of-Way is restored to a condition acceptable to the DEPARTMENT.
5. Whereas the MUNICIPALITY is a political subdivision of the State of Oklahoma, the DEPARTMENT recognizes that the MUNICIPALITY is vested with the experience and responsibility to serve and protect the best interests of its citizens as a whole such that there will be no requirement to obtain concurrence from any adjacent property owners.
6. The MUNICIPALITY'S workers and equipment may ingress and egress the site from a municipal street whether or not said street is a continuation of a State or Federal Highway. The MUNICIPALITY is responsible for setting up and maintaining traffic control and/or warning signage or devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). Where Federal Interstate Highway right-of-way is involved, such ingress and egress should not be from the Interstate mainline or ramps.
7. That upon completion of the landscaping, any fences or physical barriers, including a maintenance gate, required to control access onto the highway right-of-way will be placed by the MUNICIPALITY in accordance with the approved plan. Security of the maintenance gate shall be the sole responsibility of the MUNICIPALITY.
8. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.
9. To assume all liability for damage of any kind to any persons or property resulting from said landscaping. In the event of damage to highway property or facilities resulting from the construction of said landscaping, the MUNICIPALITY agrees to repair such damage or reimburse the DEPARTMENT for such damage at the election of the DEPARTMENT.
10. That should it become necessary for the DEPARTMENT to make improvements to the roadway or the ditch to maintain proper drainage to the highway, the DEPARTMENT shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the MUNICIPALITY to alter the design of the landscaping or remove it completely, if necessary.
11. That public utilities can occupy the highway right-of-way, and the DEPARTMENT shall not be held responsible for damage to the vegetation or other landscaping during the installation or maintenance of these utility facilities. It is the City's responsibility to verify the location of existing utilities and to obtain their consent for the proposed landscaping.

12. That no trees will be permitted within 30 feet (or a greater distance, if clear zone requires) of the edge of the roadway surface or upon inslopes, ditches or within the first 5 feet up the backslope, and all vegetation will be trimmed or removed, if necessary, to provide an adequate sight distance triangle at all intersections.

13. The MUNICIPALITY will provide an insurance policy providing coverage for liabilities set out in the Governmental Tort Claims Act, Title 51 O.S. § 151, et seq., and the MUNICIPALITY shall have the DEPARTMENT endorsed as an additional named insured on the liability insurance policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act. The insurance policy will be maintained for as long as the landscape project exists. A certificate of insurance indicating such coverage will be sent to the DEPARTMENT by the MUNICIPALITY attached to this Agreement. As an additional insured under this Agreement, DEPARTMENT does not waive its sovereign immunity and any coverage afforded it under this Agreement is limited both in coverage limits as well as in the scope of coverage as provided for in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

14. "Sponsorship" signs within the landscaping may not list the names of business, nor private non-public entities, clubs or other organizations.

If the landscape project involves re-configuration or replacement of a limited access fence, then the MUNICIPALITY hereby further agrees:

15. To install the fence, pursuant to the attached specifications and shop drawings that have been pre-approved by the DEPARTMENT, on private property near the Right-of-Way (R/W) line. After MUNICIPALITY's installation of the fence is inspected and approved by the DEPARTMENT, the MUNICIPALITY shall remove the DEPARTMENT'S existing "Limits of No Access" fence along the R/W line and dispose of all fencing materials in an appropriate manner.

16. The MUNICIPALITY will fill post holes and repair any damage caused by the fence replacement operation. The MUNICIPALITY will set corner/stretcher posts as needed to secure the adjacent fencing on either end of the project work area.

17. The MUNICIPALITY will ingress and egress the highway R/W during construction of the project only when necessary and only from the MUNICIPALITY'S property. Any gates required to access the project area will be secured during times when no work is being conducted on the project and will be permanently secured at the completion of the project. The MUNICIPALITY'S equipment shall not ingress and egress the project work area from the driving lanes of the highway, except in areas that physical barriers prohibit such ingress and egress from the adjoining property.

18. The MUNICIPALITY shall place appropriate "Road Work" warning signs on the highway when equipment or personnel are within (30) feet of the edge of the paved shoulder, including when entering and exiting the project site.

19. The MUNICIPALITY shall be solely responsible to maintain the new fence, in accordance with this agreement. Should the MUNICIPALITY refuse or neglect to make repairs to the fence in a timely manner, the DEPARTMENT reserves the right to place standard "Limits of No Access" fencing at locations of breeches in said fence to maintain the "Limits of No Access". Any material later removed and replaced at such locations by the MUNICIPALITY shall be returned to the DEPARTMENT.

20. The DEPARTMENT reserves the right to replace the "Limits of No Access" fence on the R/W line to insure that the original design and function of the fence is maintained if the MUNICIPALITY'S fence fails for any reason and is not repaired or replaced to the DEPARTMENT'S satisfaction. At such time the DEPARTMENT will void and discontinue this agreement.

DEPARTMENT OF TRANSPORTATION

CITY OF _____

Field Division Engineer

MAYOR

Roadway Design Division Engineer

Attested By: City Clerk

State Maintenance Engineer

Approved as to Form and Legality:

Municipal Attorney

Director of Operations



QUIT CLAIM DEED

DOCUMENTARY STAMPS EXEMPT 68 O.S. SECTION 3202 (11)

This **QUIT CLAIM DEED** is made this ____ day of _____, _____, between the **CITY OF COWETA, OKLAHOMA**, an Oklahoma municipal corporation, "Grantor," and the **COWETA INDUSTRIAL DEVELOPMENT AUTHORITY**, an Oklahoma public trust having the City of Coweta, Oklahoma as its Beneficiary, "Grantee".

The Grantor, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration duly paid, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, convey and quitclaim to the Grantee, its successors and assigns, without any warranty of title, all of Grantor's right, title and interest in and to the following described real estate and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the following described real estate situated in Wagoner County, Oklahoma, to-wit:

Lots 1, 2 and 3, Block 56, New Coweta, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

The Property above referred to is popularly known as the Mission Bell Museum which is located a 204 S. Bristow Ave., Coweta, Oklahoma 74429.

Executed on the day and year first written above.

"GRANTOR"

THE CITY OF COWETA, OKLAHOMA

By:

Evette Morris,
Mayor of the City of Coweta, Oklahoma

ATTEST:

Julie Casteen, City Clerk

ACKNOWLEDGEMENT

State of Oklahoma)
) ss.
County of Tulsa)

Before me the undersigned, a Notary Public in and for the State of Oklahoma, on this _____ of _____ 2019, personally appeared Evette Morris and Julie Casteen, to me known to be the identical persons that executed the within and foregoing instrument, as Mayor and City Clerk of the City of Coweta, Oklahoma, respectively, and acknowledged to me that they executed the above and foregoing, on behalf of the City of Coweta, Oklahoma, as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year above written.

Notary Public

My Commission Number is _____

My Commission expires on _____