



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, NOVEMBER 7, 2022 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 YOUNG _____
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. PROCLAMATIONS/PRESENTATIONS

1. PROCLAMATION CHAMBER OF COMMERCE ANNIVERSARY

PRESENTATION OF A PROCLAMATION BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA RECOGNIZING DECEMBER 1, 2022 AS COWETA CHAMBER OF COMMERCE DAY IN THE CITY OF COWETA.

Documents:

[2211107 PROCLAMATION COWETA CHAMBER OF COMMERCE.PDF](#)

VI. CONSENT

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

1. CITY OF COWETA'S 911 SYSTEM REVIEW

APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE CALENDAR YEAR QUARTER ENDING SEPTEMBER 30, 2022 IN ACCORDANCE WITH 63 O.S. §2815 (F). (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[FY23 Q1 911 REVIEW.PDF](#)

2. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON OCTOBER 3, 2022. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[221003 MINUTES OF THE COWETA CITY COUNCIL.PDF](#)

VII. OLD BUSINESS

1. PUBLIC HEARING ANNEXATION - S 297TH E AVENUE

PUBLIC HEARING PURSUANT TO RESOLUTION 2022-35 REGARDING ANNEXATION OF LAND INTO THE CITY OF COWETA, OKLAHOMA LOCATED ON SOUTH 297TH EAST AVENUE. (ROBYN MURRAY, COMMUNITY DEVELOPMENT SUPERVISOR)

Documents:

[221107 CONSENT FOR ANNEXATION MATT AND HOLLIE GRAY AREIAL VIEW MAP WITH FLOODPLAIN.PDF](#)

[221107 CONSENT FOR ANNEXATION MATT AND HOLLIE GRAY LOCATION MAP.PDF](#)

[221107 CONSENT ANNEXATION APPLICATION MATT AND HOLLIE GRAY.PDF](#)

2. ORDINANCE 864 - ANNEXATION

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 864, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING AND ANNEXING LAND LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA TO THE CITY OF COWETA, OKLAHOMA, ALL THAT CERTAIN REAL ESTATE BEING MORE PARTICULARLY DESCRIBED HEREINAFTER; PROVIDING THAT SAID REAL ESTATE SHALL BE PART OF THE CITY OF COWETA, OKLAHOMA, AND ALL PROPERTY SITUATED THEREIN, SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA; DIRECTING NOTIFICATION; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY. (ROBYN MURRAY, COMMUNITY DEVELOPMENT SUPERVISOR)

Documents:

[221107 STAFF REPORT ORDINANCE 864.PDF](#)

[221107 ORDINANCE 864 ANNEXATION.PDF](#)

[221107 CONSENT FOR ANNEXATION MATT AND HOLLIE GRAY AREIAL VIEW MAP WITH FLOODPLAIN.PDF](#)

[221107 CONSENT ANNEXATION APPLICATION MATT AND HOLLIE GRAY.PDF](#)

3. DECLARATION OF AN EMERGENCY ORDINANCE 864

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 864 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

4. COUNCIL WARD BOUNDARIES ORDINANCE 863

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 863, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AUTHORIZING AND APPROVING A CHANGE IN THE COUNCIL WARD BOUNDARIES FOR THE CITY OF COWETA, PROVIDING FOR REPEALER, SEVERABILITY AND DECLARING AN EMERGENCY. (ROGER KOLMAN, CITY MANAGER)

Documents:

[221107 STAFF REPORT WARD BOUNDARY CHANGES ORDINANCE 863.PDF](#)

[221107 ORDINANCE 863.PDF](#)

5. DECLARATION OF AN EMERGENCY ORDINANCE 863

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 863 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

6. ORDINANCE 865 - ANIMAL REGULATIONS

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 865, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING SECTION 4-105 OF PART 4, CHAPTER 1, ANIMAL REGULATIONS, OF THE CITY OF COWETA CODE OF ORDINANCES, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY. (ROGER KOLMAN, CITY MANAGER)

Documents:

[221107 STAFF REPORT ORDINANCE 865.PDF](#)

[221107 ORDINANCE 865 ANIMALS.PDF](#)

7. DECLARATION OF AN EMERGENCY ORDINANCE 865

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 865 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

8. LEASE FOR STORAGE BUILDING

DISCUSSION AND POSSIBLE ACTION TO APPROVE A 10 MONTH LEASE FOR STORAGE OF FIRE DEPARTMENT AND PUBLIC WORKS AUTHORITY ITEMS. (BRIAN WOODWARD, INTERIM FIRE CHIEF)

Documents:

[221107 STAFF REPORT STORAGE LEASE.PDF](#)

[221107 LEASE AGREEMENT DRAFT.PDF](#)

[WAGONER COUNTY ASSESSORS RECORD FOR SISCO BUILDING.PDF](#)

9. RESOLUTION 2022-37 REGARDING BUDGET AMENDMENTS FY 22-23

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2022-37, 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, 2023. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[221107 STAFF REPORT RESOLUTION 2022-37.PDF](#)

[221107 RESOLUTION 2022-37.PDF](#)

VIII. NEW BUSINESS

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

IX. ADJOURNMENT

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

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

WHEREAS, the Coweta Chamber of Commerce was organized in the spring of 1972 by a small group of business leaders interested in the betterment of their community; and

WHEREAS, the Coweta Chamber of Commerce became an Oklahoma Nonprofit Corporation in 1989; and

WHEREAS, the Chamber of Commerce is an organization of business and professional people who pool their time, talent and financial resources to build a better Coweta through programs and projects; and

WHEREAS, throughout the years, the Chamber of Commerce has worked to promote and enhance business opportunities for their members, helping to sustain growth and prosperity within the community; and

WHEREAS, the Chamber of Commerce hosts public events, like the annual Coweta Fall Festival, that provides entertainment and business growth opportunities for residents and visitors to our community; and

WHEREAS, the Chamber of Commerce has supported the community through good years, and challenging years, and has stood the test of time as a vibrant community-oriented organization; and

WHEREAS, the Mayor and City Council are proud to recognize the contributions of the Coweta Chamber of Commerce on the Chamber's fiftieth anniversary of service to the community.

THEREFORE, BE IT PROCLAIMED by the Honorable Mayor and City Council of the City of Coweta, Oklahoma that December 1st, 2022 shall be recognized as:

COWETA CHAMBER OF COMMERCE DAY IN THE CITY OF COWETA OKLAHOMA.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR JULY 1, 2022 THROUGH SEPTEMBER 30, 2022**

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

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	\$ 10,428.95
Motorola Solutions	Annual Service Agreement for Consoles	12,552.21
Motorola Solutions	Lease Payment on CallWorks	23,603.99
Wagoner County Clerk	Updated maps	1,981.20
Computer Project of IL	OLETS Annual License Fees	198.00
OK Dept of Public Safety	OLETS Annual Maintenance Fees	5,340.00
	Total Year to Date Expenditures	\$ \$54,104.35

Approved in open meeting of the City Council of the City of Coweta on this 7th day of November, 2022.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

VENDOR SET: 01 CITY OF COWETA

BANK: ALL

FUND : 18 E-911 FUND

DEPARTMENT: 087 E-911 FUND

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

PAY DATE RANGE: 7/01/2022 THRU 9/30/2022

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-2210	WINDSTREAM	I-041665350 7-27-22	18	5302.087	COMMUNICATION:	T1 LINE FOR DISPATCH	266902	708.75
01-2210	WINDSTREAM	I-041665350 8/29/22	18	5302.087	COMMUNICATION:	T1 LINE FOR DISPATCH	267122	1,508.75
01-2210	WINDSTREAM	I-041700521	18	5302.087	COMMUNICATION:	E911 VPN AND ROUTERS	266694	780.66
01-2210	WINDSTREAM	I-041700521 8/3/22	18	5302.087	COMMUNICATION:	E911 VPN AND ROUTERS	266903	767.27
01-2210	WINDSTREAM	I-041700521 9/23/22	18	5302.087	COMMUNICATION:	E911 VPN AND ROUTERS	267188	769.13
01-2210	WINDSTREAM	I-101098402	18	5302.087	COMMUNICATION:	E911 VPN&PHONE	267223	1,244.99
01-2210	WINDSTREAM	I-101098402-7/11/22	18	5302.087	COMMUNICATION:	E911 VPN&PHONE	266783	1,244.99
01-2210	WINDSTREAM	I-101098402-8-10-22	18	5302.087	COMMUNICATION:	E911 VPN&PHONE	266933	1,244.99
01-2210	WINDSTREAM	I-101098803 08/16/22	18	5302.087	COMMUNICATION:	DISPATCH PHONE LINES	267012	111.46
01-2210	WINDSTREAM	I-101098803 7/15/22	18	5302.087	COMMUNICATION:	DISPATCH PHONE LINES	266784	111.35
01-2210	WINDSTREAM	I-101098803A	18	5302.087	COMMUNICATION:	DISPATCH PHONE LINES	267224	111.13
01-2210	WINDSTREAM	I-101186478 7/21/22	18	5302.087	COMMUNICATION:	CALLWORKS TRANSFER L	266785	282.70
01-2210	WINDSTREAM	I-101186478 8/22/22	18	5302.087	COMMUNICATION:	CALLWORKS TRANSFER L	267084	278.62
01-2210	WINDSTREAM	I-202207085000	18	5302.087	COMMUNICATION:	CALLWORKS TRANSFER L	266619	272.62
01-2210	WINDSTREAM	I-202207085001	18	5302.087	COMMUNICATION:	T1 LINE FOR DISPATCH	266620	708.75
01-2210	WINDSTREAM	I-9/21/2022	18	5302.087	COMMUNICATION:	CALLWORKS TRANSFER L	267225	282.79
							VENDOR 01-2210 TOTALS	10,428.95
01-3538	COMPUTER PROJECT OF IL	I-22-07-159ME	18	5325.087	CONTRACTED SE:	ANNUAL LICENSE FOR O	266743	198.00
							VENDOR 01-3538 TOTALS	198.00
01-3641	MOTOROLA SOLUTIONS INC	I-52896	18	5503.087	LEASE PAYMENT:	ANNUAL CALLWORKS 911	266617	17,375.55
01-3641	MOTOROLA SOLUTIONS INC	I-52896	18	5504.087	LEASE PAYMENT:	ANNUAL CALLWORKS 911	266617	6,228.44
01-3641	MOTOROLA SOLUTIONS INC	I-8230375115	18	5325.087	CONTRACTED SE:	MOTOROLA CONSOLES	266860	12,552.21
							VENDOR 01-3641 TOTALS	36,156.20
01-439	WAGONER COUNTY CLERK	I-08/17/2022	18	5302.087	COMMUNICATION:	UPDATED MAPS	267006	1,981.20
							VENDOR 01-439 TOTALS	1,981.20
01-80	OKLAHOMA DEPT PUBLIC S	I-LET-006620	18	5304.087	MEMBERSHIPS &:	ANNUAL SOFTWARE/OLET	267168	5,340.00
							VENDOR 01-80 TOTALS	5,340.00
					DEPARTMENT 087	E-911 FUND	TOTAL:	54,104.35

					VENDOR SET 18	E-911 FUND	TOTAL:	54,104.35
							REPORT GRAND TOTAL:	54,104.35

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2022-2023	18 -5302.087	COMMUNICATIONS (TELEPHONE)	12,410.15	80,010	37,249.60		
	18 -5304.087	MEMBERSHIPS & SUBSCRIPTION	5,340.00	0	5,400.00-	Y	
	18 -5325.087	CONTRACTED SERVICES	12,750.21	6,000	6,750.21-	Y	
	18 -5503.087	LEASE PAYMENTS - PRINC	17,375.55	17,376	0.45		
	18 -5504.087	LEASE PAYMENTS - INTEREST	6,228.44	6,229	0.56		
		TOTAL:	54,104.35				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	54,104.35

18 TOTAL	E-911 FUND	54,104.35

** TOTAL **		54,104.35

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 7/01/2022 THRU 9/30/2022
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

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

** END OF REPORT **

% OF YEAR COMPLETED: 25.00

REVENUE OVER/ (UNDER) EXPENDITURES	(14,765)	(206.04)	(26,368.29)	(30,412.25)	42,015.54	384.56
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Coweta Police Department
212 N Broadway Coweta, OK 74429
(918) 486-2121

Radio Log Summary Report From 07/01/2022 - 09/30/2022

Radio Log Record

Radio Log Record 11,005

Group By Call Type

Total	Initial Call Type
22	***OLETS***
1	***ONLINE***
51	***SYSTEM***
2	10-12 - ACO
7	10-12 - EMS
297	10-12 - INFORMATION
177	10-12 - POLICE
32	10-12 - RECORDS
54	10-21 - ACO
248	10-21 - EMS
67	10-21 - FIRE
2,114	10-21 - INFORMATION
573	10-21 - OUTGOING
695	10-21 - POLICE
3	10-21 - RECORDS
735	10-21 - TRANSFER
400	911 - EMS
33	911 - FIRE
195	911 - HANG UP
226	911 - NON EMERGENCY
183	911 - POLICE
75	911 - TRANSFER
3	911-ACO

Group By Final Type

Total	Final Call Type
2,979	
108	***ACCIDENTAL***
1	***DETECTIVE***
764	***INFORMATION***
163	***SCHOOL RESOURCE OFFICER - INITIATED***
40	***SYSTEM***
822	***TRANSFER***
9	ABANDONED VEHICLE
8	ACCIDENT / HIT AND RUN - SIGNAL 89
9	ACCIDENT / MAJOR / WITH INJURIES - SIGNAL 82
35	ACCIDENT / MINOR / NO INJURIES - SIGNAL 81
18	ACCIDENT / SERIOUSNESS UNKNOWN - SIGNAL 76
3	ACO-10-6 SHELTER
3	ACO-ANIMAL PICK UP
9	ACO-ANIMAL WELL FARE CHECK
81	ACO-SIG 30 ANIMAL
2	ALARM - AUDIBLE
22	ALARM - FIRE
83	ALARM - INTRUSION
20	ALARM - MEDICAL ALERT
10	ALARM - PANIC
16	ALARM- SCHOOL

420 ACO RADIO CALL

21 DETECTIVE

10 EMS/FD RADIO CALL

10 FIRE MARSHALL

4,125 POLICE RADIO CALL

226 SCHOOL RESOURCE OFFICER-SRO

11,005 GRAND TOTAL

1 ANIMAL ABUSE

68 ANIMAL AT LARGE

2 ARREST/IN CUSTODY / 10-15

8 ASSAULT

14 ASSIST A CITIZEN

44 ASSIST ANOTHER AGENCY

13 ATL - ATTEMPT TO LOCATE

9 ATTEMPT TO SERVE

7 BREAKING AND ENTERING

4 BURGLARY

8 CASH PULL

10 CHECK FOR STOLEN OR WANTED / 10-29

448 CHECK REGISTRATION INFORMATION / 10-28

20 CHECK THE JUVENILES

83 CHECK THE WELLBEING

2 CHILD ABUSE

5 CHILD IN NEED OF SUPERVISION

1 CODE ENFORCEMENT

3 COS - CHECK TO YOUR OWN SATISFACTION

16 COURT

137 DINNER LOCATION - SIGNAL 07

49 DISTURBANCE

48 DOMESTIC VIOLENCE

11 DRIVER LICENSE CHECK/ WARRANT CHECK / 10-43/44

101 DRIVER LICENSE STATUS CHECK / 10-43

19 DRONE - UNION 1

1 EMBEZZLEMENT

4 ESCORT / 10-14

6 FATALITY - SIGNAL 30

18 FINGERPRINTS

81	FIRE / GAS LEAK
122	FOLLOW UP
12	FRAUD
195	FUEL
28	GENERAL QUESTIONS
7	HARASSMENT
12	ILLEGAL PARKING
641	IN SERVICE / 10-8
43	INTOXICATED DRIVER - SIGNAL 88
7	INTOXICATED PEDESTRIAN - SIGNAL 87
22	LARCENY
7	LARCENY - FROM A VEHICLE
2	LARCENY OF A VEHICLE
1	LARCENY OF UTILITIES
1	LEWD ACTS
7	MAN DOWN
641	MEDICAL EMERGENCY
5	MISSING PERSON
62	MOTORIST ASSIST / 10-26
25	OFFICIALS/VISITORS PRESENT / 10-12
7	OPEN DOOR / 10-34
694	OUT OF SERVICE / 10-7
4	OUT OF SERVICE/SUBJECT TO CALL / 10-10
3	PANHANDLING
54	PEDESTRIAN CHECK
4	PICK UP PRISONER / 10-16
2	POTENTIALLY DANGEROUS ANIMAL
10	PROPERTY - FOUND
1	PROPERTY - RECOVER STOLEN
1	PROPERTY DAMAGE
5	PROPERTY RELEASE

6 PROTECTIVE ORDER VIOLATION

103 RECEIVE INFORMATION

46 RECKLESS DRIVER

45 RELEASE OF 10-15

2 ROAD RAGE

1 RUNAWAY

3 SEXUAL ABUSE

11 SHOP LIFTING

2 SHOPLIFTER IN CUSTODY

7 SHOTS HEARD

30 SPECIAL EVENT

2 STALKING

21 SUICIDAL SUBJECT

41 SUSPICIOUS ACTIVITY

50 SUSPICIOUS PERSON

33 SUSPICIOUS VEHICLE

14 THREATS

13 TRAFFIC CONTROL

28 TRAFFIC HAZARD

972 TRAFFIC STOP / 10-59

22 TRAINING

32 TRANSPORT

25 TRAPS

10 TRESPASSING

1 TROUBLE AT STATION / 10-24

39 TROUBLE UNKNOWN

1 UUMV - UNAUTHORIZED USE OF A MOTOR
VEHICLE

14 VANDALISM

156 WARRANT CHECK / 10-44

204 WATCH ORDER/SECURITY CHECK

11,005 GRAND TOTAL

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
October 3, 2022 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, October 3, 2022 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Young.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Councilmembers discussed that the preliminary numbers are showing to be the best turnout for the Coweta Fall Festival in its history.

V. PROCLAMATIONS/PRESENTATIONS

Mayor Young presented a proclamation honoring the exemplary services of the Wagoner County Health Department and its Nursing staff in support of Oklahoma's Children First Program.

VI. CONSENT

Motion by Harold Chance, second by Randy Woodward to approve the consent calendar items:

1. Approval of the 2023 Coweta Municipal Court calendar.
2. Approval of 2023 holiday schedule of the City of Coweta.
3. Approval of the 2023 regular public meeting dates schedule of the Coweta City Council, Coweta Planning Commission, Coweta Board of Adjustment, and the Coweta Library Board.
4. Approval of the minutes of the Coweta Council meeting on September 12, 2022.

Aye: Harold Chance
Randy Woodward
Evette Young
Naomi Hogue

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
October 3, 2022 6:00 P.M.

Logan Brown

VII. Old Business

1. Surplus Property

City Manager Roger Kolman presented information on a request to surplus K-9 Rescue dog Plato.

Motion by Harold Chance, second by Randy Woodward, declaring K-9 Rescue dog Plato as surplus property to spend the rest of his living life with Edward Cunningham and family.

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

2. Rescue Tool Purchase

Interim Fire Chief Brian Woodward led discussion regarding a request to purchase rescue equipment form Northern Safety and Industrial and Davenport Fire Equipment in a combined amount not to exceed seventy-five thousand, six hundred and eighty-five dollars and sixty-nine cents (\$75,685.69).

Motion by Harold Chance, second by Randy Woodward, to approve the purchase of rescue equipment form Northern Safety and Industrial and Davenport Fire Equipment in a combined amount not to exceed seventy-five thousand, six hundred and eighty-five dollars and sixty-nine cents (\$75,685.69).

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

3. Structural Firefighting Gear

Brian Woodward discussed the need to purchase ten (10) complete sets of bunker gear from Northern Safety and Industrial in an amount not to exceed twenty-five thousand dollars and no cents (\$25,000.00).

Motion by Harold Chance, second by Randy Woodward, to approve the purchase of ten (10) complete sets of bunker gear from Northern Safety and Industrial in an amount not to exceed twenty-five thousand dollars and no cents (\$25,000.00).

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
October 3, 2022 6:00 P.M.

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

4. Resolution 2022-32- Lease Purchase Agreement for Equipment

Roger Kolman led discussion regarding possible action on the adoption of Resolution 2022-32, a resolution of the City Council of the City of Coweta, Oklahoma approving a lease purchase agreement for equipment with FNB Coweta for emergency medical response equipment; and designating the lease purchase agreement for equipment as a non-bank qualified taxable obligation; and authorizing the City Manager to execute all documents related to the acquisition and/or lease purchase of such equipment.

Motion by Harold Chance, second by Randy Woodward, to adopt Resolution 2022-32, a resolution of the City Council of the City of Coweta, Oklahoma approving a lease purchase agreement for equipment with FNB Coweta for emergency medical response equipment; and designating the lease purchase agreement for equipment as a non-bank qualified taxable obligation; and authorizing the City Manager to execute all documents related to the acquisition and/or lease purchase of such equipment.

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

5. Consent for Annexation

Roger Kolman led discussion regarding possible action on the adoption of Resolution 2022-35 requesting annexation of property adjacent to the existing city limits of the City of Coweta, located at 15811 South 297th East Avenue and abutting South 297th East Avenue in Section 19, Township 17 North, Range 16 East, directing the City Manager to take certain actions in compliance with state statues, and setting a public hearing pertaining to that annexation.

Motion by Harold Chance, second by Randy Woodward, adopting Resolution 2022-35, a resolution of the City Council of the City of Coweta, Oklahoma accepting a letter of consent for annexation of property into the city limits of Coweta and directing the City Manager to take certain actions in compliance with state statues pertaining to that annexation.

Aye: Harold Chance
Randy Woodward

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
October 3, 2022 6:00 P.M.**

Naomi Hogue
Logan Brown
Evette Young

6. Resolution 2022-33 Regarding Budget Amendments FY 22-23

Roger Kolman led discussion regarding possible action on the adoption of Resolution 2022-33, 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 fiscal year ending June 30, 2023.

Motion by Harold Chance, second by Randy Woodward, adopting Resolution 2022-33, 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 fiscal year ending June 30, 2023.

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

Mayor Evette Young called for recess.

Motion by Harold Chance, second by Randy Woodward to recess the meeting at 6:16 p.m. to reconvene following the meeting of the Coweta Industrial Development Authority.

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

Mayor Evette Young reconvened the meeting at 6:20 p.m.

VIII. EXECUTIVE SESSION

1. Discussion

Motion by Harold Chance, second by Evette Young to enter into Executive Session at 6:20 p.m. for the purpose of confidential communications and discussions related to the employment, salary and benefits of individual salaried public officers and employees (City Manager), in accordance with 25 O.S. §307.B.1.

Aye: Harold Chance

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
October 3, 2022 6:00 P.M.

Evette Young
Naomie Hogue
Logan Brown
Randy Woodward

Mayor Young announced we were back in open meeting at 7.55 p.m.

2. Possible Action

Motion by Logan Brown, second by Randy Woodward, to approve the employment contract with Roger Kolman as discussed.

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

IX. NEW BUSINESS

There was no new business.

X. ADJOURNMENT

Mayor Young adjourned the meeting at 7:57 p.m.

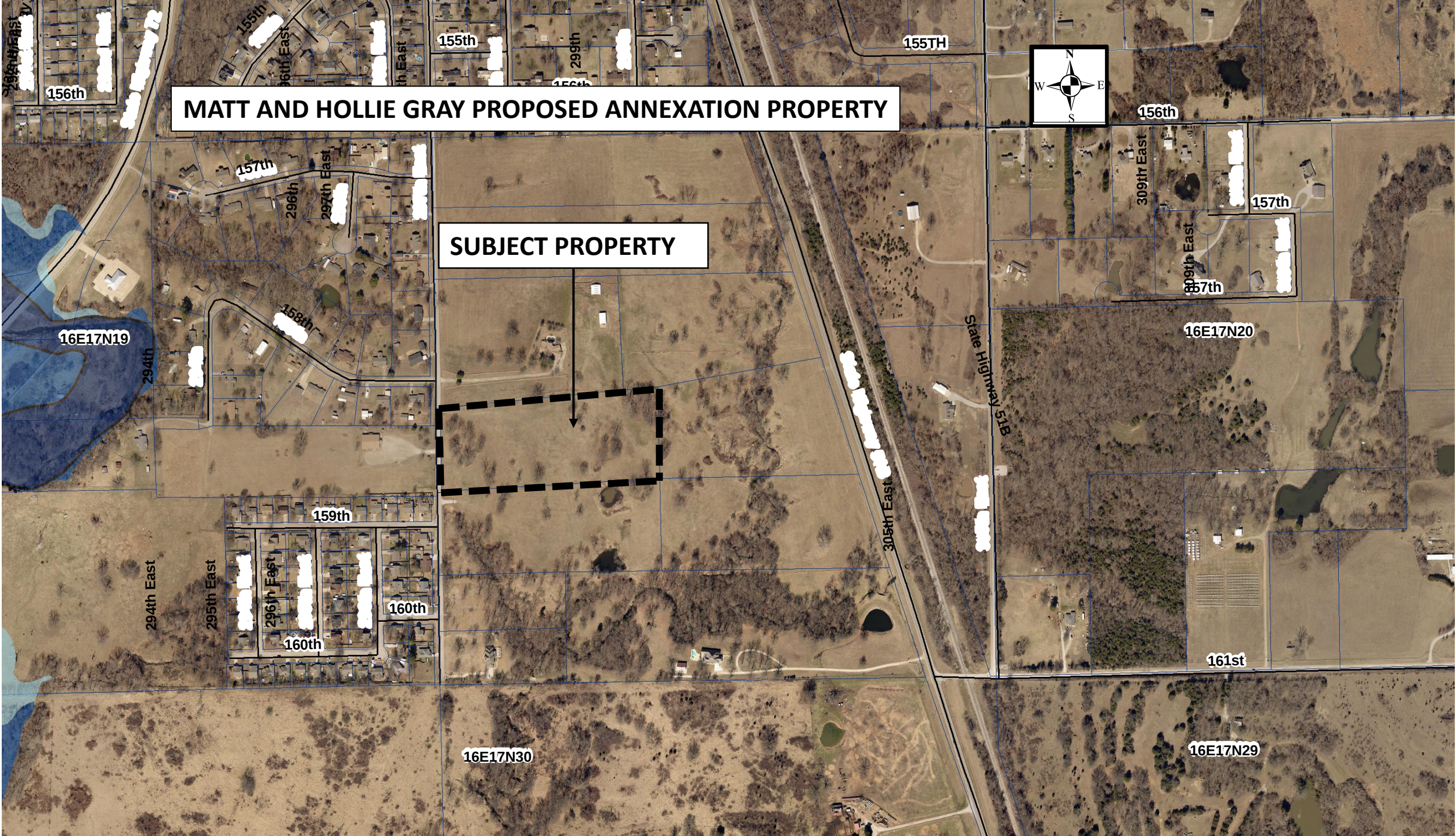
Evette Young, Mayor

Marcy Kilgore, Deputy City Clerk

MATT AND HOLLIE GRAY PROPOSED ANNEXATION PROPERTY

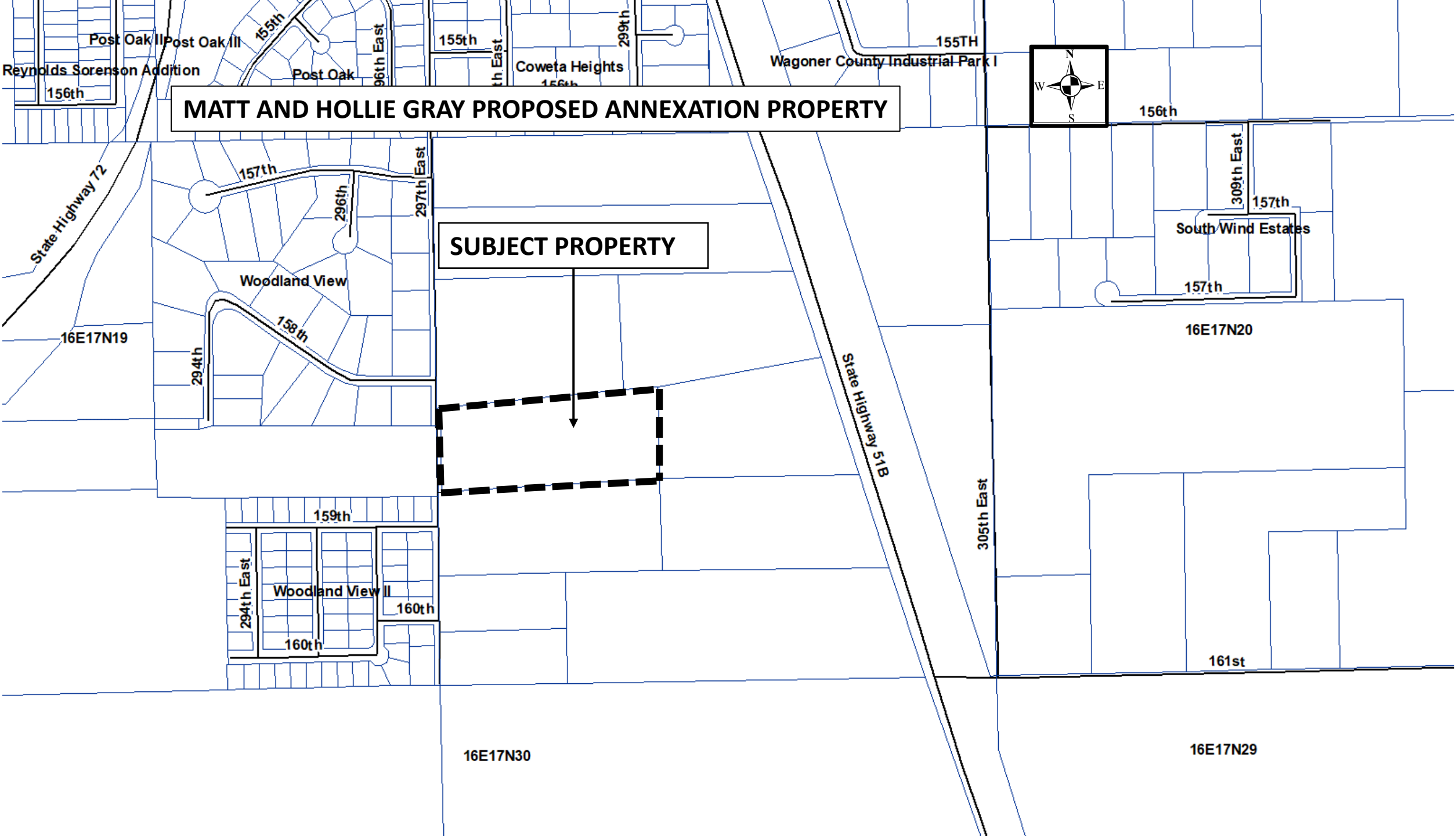


SUBJECT PROPERTY

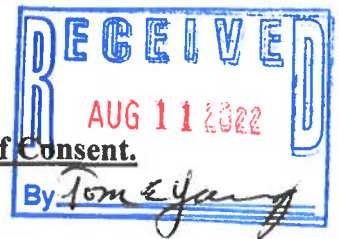


MATT AND HOLLIE GRAY PROPOSED ANNEXATION PROPERTY

SUBJECT PROPERTY



The enclosed information includes an Application and a Sample Letter of Consent.



CITY OF COWETA
APPLICATION FOR ANNEXATION

DATE REC'D _____ APP. TAKEN BY _____ COMM. MTG.
DATE _____
STR _____ WARD DISTRICT _____ TRACT SIZE _____ FEE _____ REC.
NO. _____

Applicant Information

NAME(S) Matt & Hollie Gray PHONE 405-343-2033
ADDRESS 15811 S. 297th E. Ave CITY Coweta ZIP 74429

ADDRESS/LOCATION OF PROPERTY TO BE
ANNEXED 15811 S. 297th E. Ave.

NAME OF OWNER(S) IF DIFFERENT FROM
APPLICANT _____

ADDRESS OF
OWNER 15811 S. 297th E. Ave. CITY Coweta ZIP 74429

DOES OWNER CONSENT TO THIS APPLICATION

Yes

No

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

A tract of land in the SE 1/4 of Section 19, Township 17 North,
Range 16 East of the Indian Base and Meridian...
Wagoner County, State of Oklahoma

APPLICATIONS MUST INCLUDE A PLAT OF SURVEY BY A REGISTERED LAND
SURVEYOR AND A COPY OF A DEED OF OWNERSHIP RECORDED WITH
WAGONER COUNTY.

SIGNATURE OF APPLICANT [Signature] DATE 8/11/2022

FOR OFFICE USE:

Field Check _____ Date _____ Plat _____ Deed _____ Flood Plain _____
Zoning: existing _____ proposed _____ Structures on tract _____ Use Unit _____
TAC _____ Commission Dates: introduced/read _____ approved _____ publication _____ County Clerk _____
NOTIFICATION: FIRE AMBULANCE POLICE INCOG COUNTY ENG. 911
HEALTH

OTHERS: _____

August 11, 2022

Mayor and City Council
CITY OF COWETA
PO Box 850
Coweta, OK 74429

Dear Mayor and City Council:

We, Matt and Hollie Gray, sole owners of the following described property, do hereby consent to annexation of said property into the City of Coweta, Wagoner County, Oklahoma.

Property Legal Description:

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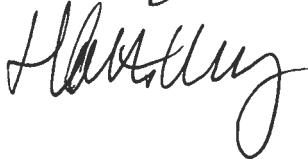
We are requesting for said property to be annexed into the city for the purpose of using the city water across the street from our property.

Thank you,

Matt Gray



Hollie Gray



After recording return to:
Apex Title & Closing Services, LLC - Owasso
8503 North 129th East Avenue
Owasso, OK 74055

Mail Tax Statements: 15811 S 297th E Ave, Coweta, OK 74429

QUIT CLAIM DEED (OKLAHOMA STATUTORY FORM)

File No.: 22157421

KNOW ALL MEN BY THESE PRESENTS:

That **Matthew D. Gray and Hollie M Gray, Trustees of The Gray Family Trust dated April 27, 2018**, party(ies) of the first part, in consideration of the sum of TEN & NO/100 Dollars (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby quitclaim, grant, bargain, sell and convey unto **Matt Gray a/k/a Matthew D. Gray and Hollie Gray, husband and wife**, party(ies) of the second part, the following described real property and premises situate in Wagoner County, State of OK, to wit:

A tract of land in the SE1/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as follows:
Commencing at the E1/4 Corner of said Section 19, Thence S88°47'34"W along the North line of the SE1/4 of said Section 19 a distance of 1179.80 feet to a point on the Westerly right-of-way of Highway 51B, Thence S17°47'39"E along the Westerly right-of-way of Highway 51B a distance of 478.43 feet, Thence S29°06'15"E along the Westerly right-of-way of Highway 51B a distance of 152.97 feet, Thence S17°47'39"E along the Westerly right-of-way of Highway 51B a distance of 1590.09 feet, Thence S88°50'43"W a distance of 1092.23 feet, Thence N01°12'09"W a distance of 441.61 feet to the point of beginning, Thence S86°37'16"W a distance of 1049.32 feet to a point on the West line of the SE1/4 of Section 19, Thence N01°11'57"W along the West line thereof a distance of 400.86 feet, Thence N84°20'24"E a distance of 1051.72 feet, Thence S01°12'09"E a distance of 442.75 feet to the Point of Beginning.

Property Address: 15811 S 297th E Ave, Coweta, OK 74429

THIS DEED IS EXEMPT PURSUANT TO 68 O.S. 3202 (4)

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto the said party(ies) of the second part, and to the heirs, successors and assigns forever.

Signed and delivered this 17 day of June, 2022.

The Gray Family Trust dated April 27, 2018

Matthew D. Gray
Matthew D. Gray, Trustee

Hollie M. Gray
Hollie M. Gray, Trustee

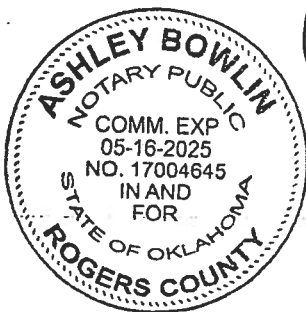
ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF Oklahoma }
COUNTY OF Tulsa } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17 day of June, 2022, personally appeared **Matthew D. Gray and Hollie M Gray, Trustees of The Gray Family Trust dated April 27, 2018**, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

My Commission Expires:



Ashley Bowlin
Notary Public

Company: Apex Title & Closing Services, LLC

Tax ID #: 92131

File/Insured by: Apex Title & Closing Services, LLC - Owasso/ WFG National Title Insurance Company

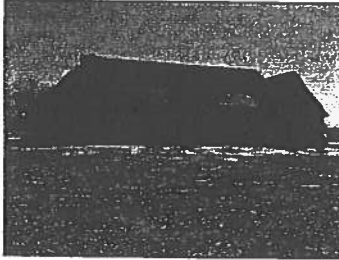
LEGEND

CL - CENTERLINE
 B/L - BUILDING LINE
 U/E - UTILITY EASEMENT
 S/E - SERVICE ENTRANCE
 R/W - RIGHT-OF-WAY
 MAE - MUTUAL ACCESS ESMT
 B/E - BURIED ELEC. ESMT
 L/E - LANDSCAPE ESMT
 D/E - DRAINAGE ESMT
 W/E - WATERLINE ESMT
 TRNSFRMR - TRANSFORMER



MORTGAGE INSPECTION REPORT NOT A LAND OR BOUNDARY SURVEY

SCALE: 1"=200'

SELLER: N/A**BUYER:** Matthew D. and Hollie Marie Gray**CLIENT:** Apex Title & Closing Services, LLC**FLOOD PLAIN STATEMENT:**

THIS PROPERTY IS LOCATED IN ZONE X (UNSHADED AREAS) PER FLOOD INSURANCE RATE MAP 40145C0275H EFFECTIVE APRIL 17, 2012. ZONE X (UNSHADED) DEFINED AS AREA OF MINIMAL CHANCE OF FLOOD HAZARD.

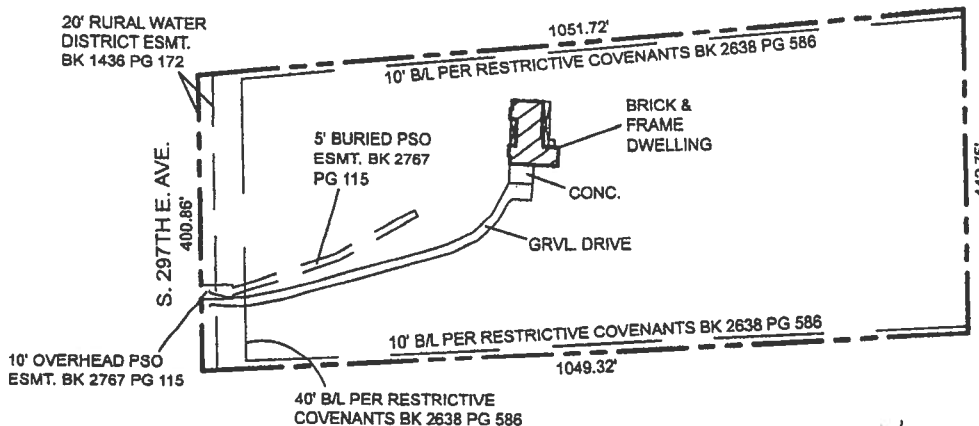
SURVEYOR'S NOTE:

THE FOLLOWING FOUND IN TITLE COMMITMENT #22157421, DATED 02/04/2022: DOES AFFECT THE PROPERTY:

- #4 ITEMS CONTAINED IN THE COVENANTS AND RESTRICTIONS, BK 2638 PG 586
- #5 BK 89 PG 14 (BLANKET EASEMENT. EXACT LOCATION CANNOT BE DETERMINED)
- #11 BK 1436 PG 172 (AS SHOWN)
- #12 BK 2767 PG 115 (AS SHOWN)

DOES NOT AFFECT THE PROPERTY:

- #6 BK 169 PG 410
- #7 BK 319 PG 337
- #8 BK 379 PG 449
- #9 BK 496 PG 319
- #10 BK 674 PG 727

**DATE OF FIELD INSPECTION:**

APRIL 1ST, 2022

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE E1/4 CORNER OF SAID SECTION 19, THENCE S88°47'34"W ALONG THE NORTH LINE OF THE SE/4 OF SAID SECTION 19 A DISTANCE OF 1179.80 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B, THENCE S17°47'39"E ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B A DISTANCE OF 478.43 FEET, THENCE S29°06'15"E ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B & DISTANCE OF 152.97 FEET, THENCE S17°47'39"E ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B A DISTANCE OF 1590.09 FEET, THENCE S88°50'43"W A DISTANCE OF 1092.23 FEET, THENCE N01°12'09" W A DISTANCE OF 441.61 FEET TO THE POINT OF BEGINNING, THENCE S86°37'16"W A DISTANCE OF 1049.32 FEET TO A POINT ON THE WEST LINE OF THE SE/4 OF SECTION 19, THENCE N01°11'57"W ALONG THE WEST LINE THEREOF A DISTANCE OF 400.86 FEET, THENCE N84°20'24"E A DISTANCE OF 1051.72 FEET, THENCE S01°12'09"E A DISTANCE OF 442.75 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

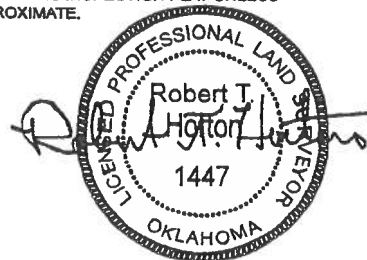
15811 SOUTH 297TH EAST AVENUE, COWETA, OK 74429

CERTIFICATION:

THIS MORTGAGE INSPECTION REPORT WAS PREPARED FOR APEX TITLE & CLOSING SERVICES, LLC. IT IS NOT A LAND OR BOUNDARY SURVEY PLAT, AND IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. THIS INSPECTION PLAT WAS PREPARED SOLELY FOR THE CLIENT LISTED HEREON AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION; AND THAT NO RESPONSIBILITY OR LIABILITIES ASSUMED HEREIN OR HEREBY TO THE PRESENT OR FUTURE LAND OWNER OR OCCUPANT. THE ACCOMPANYING SKETCH IS A TRUE REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME OF THE INSPECTION, AND THE LINEAR AND ANGULAR VALUES SHOWN ON THE SKETCH, IF ANY, ARE BASED ON RECORD OR DEED INFORMATION AND HAVE NOT BEEN VERIFIED UNLESS NOTED. THE DWELLING LIES WHOLLY WITHIN THE BOUNDARIES OF THE DESCRIBED LOT UNLESS OTHERWISE NOTED. NO PROPERTY CORNERS WERE SET BY BAKER SURVEYING. UNDERGROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS INSPECTION PLAT UNLESS SPECIFICALLY REQUESTED BY THE CLIENT. BURIED SERVICE CABLE LOCATIONS ARE APPROXIMATE.

WITNESS MY HAND AND SEAL THIS DATE: APRIL 4TH, 2022

BAKER SURVEYING, LLC
 4677 SOUTH 83RD EAST AVENUE
 TULSA, OKLAHOMA 74145
 OKLAHOMA CA #5816 EXPIRES 6/30/2022
 (918) 271-5793





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: Tom E Young Jr, City Planner
Location: Section 19, Township 17 North, Range 16 East
Re: Matthew D Gray and Hollie M Gray, request to be annexed into the City of Coweta
Date: 11-07-2022

BACKGROUND

Public hearing before City Council on the proposed consent for annexation on the on the following property: A 10.15 Acre, more or less, piece of property located in the SE/4 of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, 15811 South 297th East Avenue, that abuts South 297th East Avenue to be annexed into the City of Coweta. A notice was published in the local newspaper at least 14 days prior to the public hearing.

Matthew D Gray and Hollie M Gray, husband and wife, property owners, request to be annexed into the City of Coweta, which shall be zoned Agriculture (AG).

STAFF RECOMMENDATION

Staff recommends that Council consider this request and approval of the annexation and zoning request.

ATTACHMENTS

Case Map
Annexation Ordinance No. 864

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 864

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING AND ANNEXING LAND LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA TO THE CITY OF COWETA, OKLAHOMA, ALL THAT CERTAIN REAL ESTATE BEING MORE PARTICULARLY DESCRIBED HEREINAFTER; PROVIDING THAT SAID REAL ESTATE SHALL BE PART OF THE CITY OF COWETA, OKLAHOMA, AND ALL PROPERTY SITUATED THEREIN, SHALL BE SUBJECT TO THE JURISDICTION, CONTROL, LAWS AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA; DIRECTING NOTIFICATION; PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Coweta, Oklahoma, a municipal corporation, abuts, adjoins and is contiguous to property hereinafter described, and

WHEREAS, the City of Coweta, Oklahoma, desires to annex the property, which is adjacent to, abutting and contiguous to the present corporate limits and said property is hereinafter described to wit:

A tract of land in the SE1/4 of Section 19, Township 17 North, Range 16 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, being more particularly described as:

Commencing at the E1/4 Corner of said Section 19, Thence S88°47'34"W along the North line of the SE1/4 of said Section 19 a distance of 1179.80 feet to a point on the Westerly right-of-way of Highway 51B, Thence S17°47'39"E along the Westerly right-of-way of Highway 51B a distance of 478.43 feet, Thence S29°06'15"E along the Westerly right-of-way of Highway 51B a distance of 152.97 feet, Thence S17°47'39"E along the Westerly right-of-way of Highway 51B a distance of 1590.09 feet, Thence S88°50'43"W a distance of 1092.23 feet, Thence N01°12'09"W a distance of 441.61 feet to a point of beginning, Thence S86°37'16"W a distance of 1049.32 feet to a point of on the West line of the SE1/4 of Section 19, Thence N01°11'57"W along the West line thereof a distance of 400.86 feet, Thence N84°20'24"E a distance of 1051.72 feet, Thence S01°12'09"E a distance of 442.75 feet to the Point of Beginning.

WHEREAS, it is the desire of the Mayor and City Council to annex said territory and to extend the boundaries of said City so as to include said property within its corporate limits.

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

SECTION 1. DESCRIPTION. The land lying within the County of Wagoner, State of Oklahoma, and described herein, and which is adjacent to, abutting and contiguous to the present corporate limits of the City of Coweta, be and the same is hereby annexed and added to the City of Coweta, Oklahoma, and the boundaries of said City of Coweta are extended so as to include said property, which shall be zoned Agriculture (AG).

SECTION 2. NOTIFICATION. That the City Clerk of the City of Coweta, Oklahoma, is hereby directed to file a copy of this Ordinance and a map attached hereto and made a part hereof showing the boundaries of the above-described annexed territory, with the office of the County Clerk of Wagoner County, State of Oklahoma.

SECTION 3. INCLUSION IN CITY. That from and after the date of publication hereof, the effective date of this Ordinance, all of the above described real estate shall be part of the City of Coweta, Oklahoma, and included in Ward 3 thereof, and bearing zoning classifications hereinbefore ordained, and all persons residing therein, and all property situated therein and thereon, shall be and are hereby declared to be subject to the jurisdiction, control, laws and ordinances of the City of Coweta, Oklahoma, in all respects and particulars.

SECTION 4. REPEALER. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 5. 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 6. 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.

PASSED AND APPROVED this 7th day of November 2022.

Evette Young, Mayor

ATTEST:

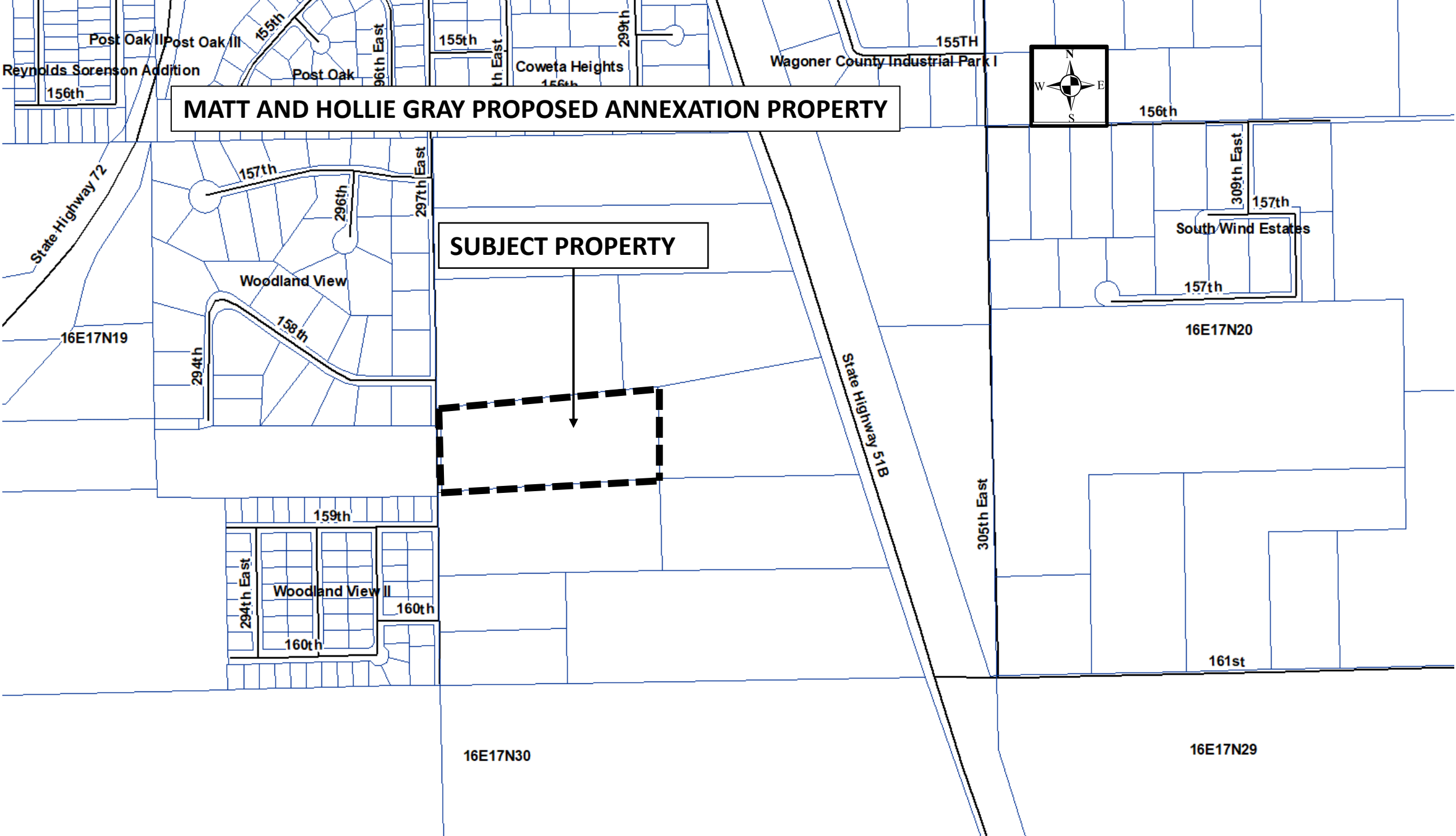
APPROVED:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney

MATT AND HOLLIE GRAY PROPOSED ANNEXATION PROPERTY

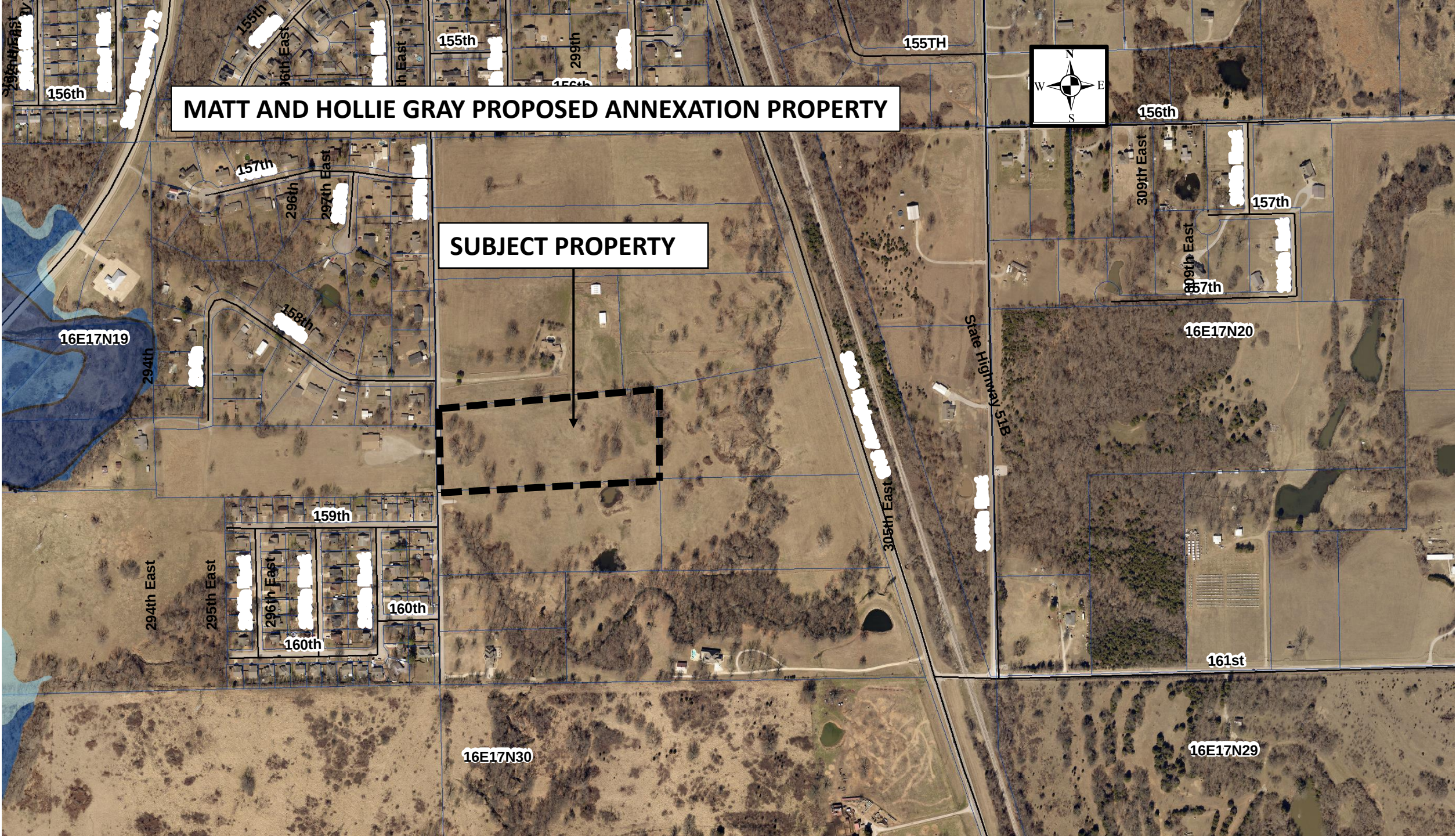
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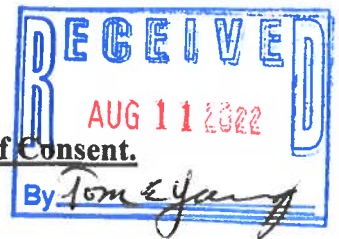
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The enclosed information includes an Application and a Sample Letter of Consent.



CITY OF COWETA
APPLICATION FOR ANNEXATION

DATE REC'D _____ APP. TAKEN BY _____ COMM. MTG.
DATE _____
STR _____ WARD DISTRICT _____ TRACT SIZE _____ FEE _____ REC.
NO. _____

Applicant Information

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ADDRESS 15811 S. 297th E. Ave CITY Coweta ZIP 74429

ADDRESS/LOCATION OF PROPERTY TO BE
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NAME OF OWNER(S) IF DIFFERENT FROM
APPLICANT _____

ADDRESS OF
OWNER 15811 S. 297th E. Ave. CITY Coweta ZIP 74429

DOES OWNER CONSENT TO THIS APPLICATION Yes No

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APPLICATIONS MUST INCLUDE A PLAT OF SURVEY BY A REGISTERED LAND
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August 11, 2022

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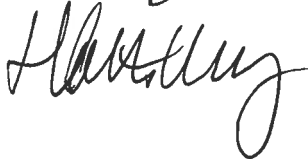
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Matt Gray



Hollie Gray



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File No.: 22157421

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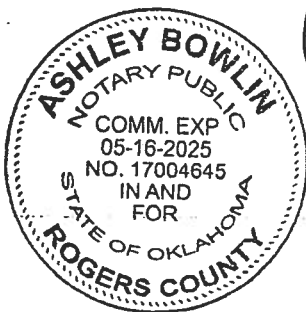
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Ashley Bowlin
Notary Public

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Tax ID #: 92131

File/Insured by: Apex Title & Closing Services, LLC - Owasso/ WFG National Title Insurance Company

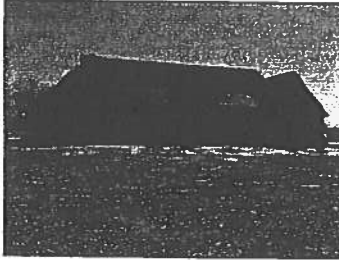
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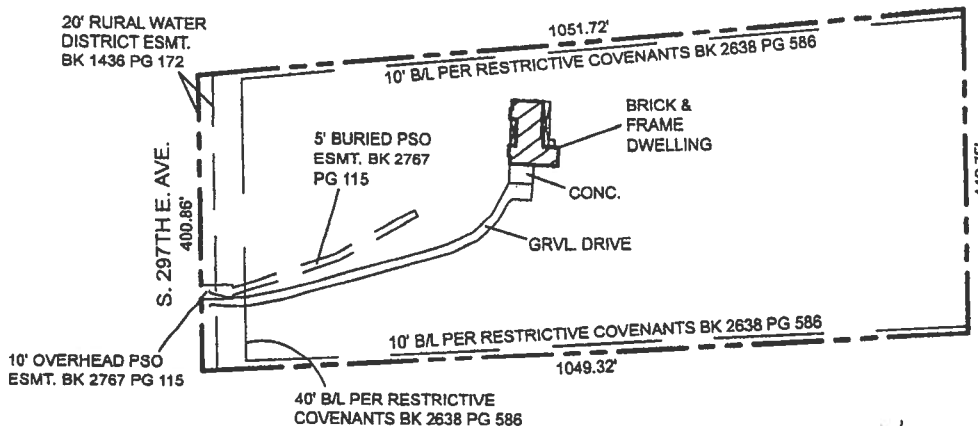
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DOES NOT AFFECT THE PROPERTY:

- #6 BK 169 PG 410
- #7 BK 319 PG 337
- #8 BK 379 PG 449
- #9 BK 496 PG 319
- #10 BK 674 PG 727

**DATE OF FIELD INSPECTION:**

APRIL 1ST, 2022

LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE E 1/4 CORNER OF SAID SECTION 19, THENCE S88°47'34"W ALONG THE NORTH LINE OF THE SE/4 OF SAID SECTION 19 A DISTANCE OF 1179.80 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B, THENCE S17°47'39"E ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B A DISTANCE OF 478.43 FEET, THENCE S29°06'15"E ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B & DISTANCE OF 152.97 FEET, THENCE S17°47'39"E ALONG THE WESTERLY RIGHT-OF-WAY OF HIGHWAY 51B A DISTANCE OF 1590.09 FEET, THENCE S88°50'43"W A DISTANCE OF 1092.23 FEET, THENCE N01°12'09" W A DISTANCE OF 441.61 FEET TO THE POINT OF BEGINNING, THENCE S86°37'16"W A DISTANCE OF 1049.32 FEET TO A POINT ON THE WEST LINE OF THE SE/4 OF SECTION 19, THENCE N01°11'57"W ALONG THE WEST LINE THEREOF A DISTANCE OF 400.86 FEET, THENCE N84°20'24"E A DISTANCE OF 1051.72 FEET, THENCE S01°12'09"E A DISTANCE OF 442.75 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

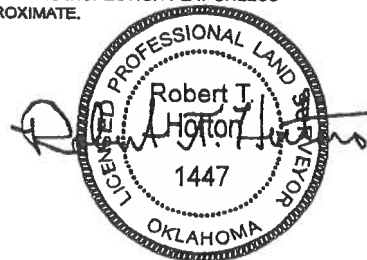
15811 SOUTH 297TH EAST AVENUE, COWETA, OK 74429

CERTIFICATION:

THIS MORTGAGE INSPECTION REPORT WAS PREPARED FOR APEX TITLE & CLOSING SERVICES, LLC. IT IS NOT A LAND OR BOUNDARY SURVEY PLAT, AND IT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES. THIS INSPECTION PLAT WAS PREPARED SOLELY FOR THE CLIENT LISTED HEREON AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION; AND THAT NO RESPONSIBILITY OR LIABILITIES ASSUMED HEREIN OR HEREBY TO THE PRESENT OR FUTURE LAND OWNER OR OCCUPANT. THE ACCOMPANYING SKETCH IS A TRUE REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME OF THE INSPECTION, AND THE LINEAR AND ANGULAR VALUES SHOWN ON THE SKETCH, IF ANY, ARE BASED ON RECORD OR DEED INFORMATION AND HAVE NOT BEEN VERIFIED UNLESS NOTED. THE DWELLING LIES WHOLLY WITHIN THE BOUNDARIES OF THE DESCRIBED LOT UNLESS OTHERWISE NOTED. NO PROPERTY CORNERS WERE SET BY BAKER SURVEYING. UNDERGROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS INSPECTION PLAT UNLESS SPECIFICALLY REQUESTED BY THE CLIENT. BURIED SERVICE CABLE LOCATIONS ARE APPROXIMATE.

WITNESS MY HAND AND SEAL THIS DATE: APRIL 4TH, 2022

BAKER SURVEYING, LLC
 4677 SOUTH 83RD EAST AVENUE
 TULSA, OKLAHOMA 74145
 OKLAHOMA CA #5816 EXPIRES 6/30/2022
 (918) 271-5793





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Mémorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Ward Boundary Changes
Date: 11/07/2022

BACKGROUND

In accordance with 11 O.S. 20-101 et. seq. the City Council shall review the results of the decennial census and propose any adjustments that they deem necessary to ensure “that the wards are formed of compact and contiguous territory and are substantially equal in population.” With the assistance of the Indian Nations Council of Governments, the accompanying map and ward descriptions were developed to meet the criteria found in the statutes. If approved, and based upon the 2020 census, the wards would consist of:

Ward	Population	Voting Age
1	2,358	1,692
2	2,423	1,742
3	2,363	1,742
4	2,510	1,785
Totals	9,654	6,961

Notice of the intent to make a change in Ward boundaries has been published in the Wagoner County American-Tribune and copies of the proposed boundary changes were made available at City Hall and posted on the City’s website.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance 863 making changes to the City of Coweta Council Ward boundaries.

ATTACHMENTS

Ordinance 863.

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 863

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AUTHORIZING AND APPROVING A CHANGE IN THE COUNCIL WARD BOUNDARIES FOR THE CITY OF COWETA, PROVIDING FOR REPEALER, SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, Title 11 O.S. § 20-101 et seq requires the City Council to review the wards and ward boundaries for the City following each decennial census, and

WHEREAS, pursuant to Resolution 2022-28 adopted on September 12, 2022, the City Council proposed certain changes to ward boundaries and directed the publication of such proposed changes, and

WHEREAS, the City Council of the City of Coweta, Oklahoma, finds that the proposed changes in ward boundaries follow Oklahoma State Statutes.

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

SECTION 1. That the new City Council ward boundaries shall be as identified in Exhibit 1, which is attached hereto and made a part of this Ordinance.

SECTION 2. REPEALER. All ordinances, or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 3. 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 4. 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.

PASSED AND APPROVED this 7th day of November 2022.

Evette Young, Mayor

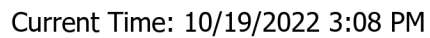
ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

Coweta Council Wards





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Mémorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Ordinance 865
Date: 11/07/2022

BACKGROUND

Proposed Ordinance 865 amends Section 4-105 of Part 4, Chapter 1, Animal Regulations specifically pertaining to urban chickens. Code Enforcement is currently working with Animal Control on a couple of enforcement actions related to chickens. In looking at comparative programs allowed in other nearby jurisdictions, Coweta's regulations are a little more stringent than others. Given the current economic circumstances, some flexibility may be beneficial to our citizens.

The table below provides the comparison with those other nearby jurisdictions:

City	# of Hens Allowed	Code Reference	Specific Requirement
Coweta	2	Part 4 4-105	Enclosure 25 ft from neighbor's house, back yard only
Tulsa	6	Title 2 Section 200	Enclosure 50ft from neighboring house
Wagoner	12	Title 4 4-105	Multiple of 7000 square feet of enclosure
Catoosa	3	Title 6 5-10	Enclosure 40ft from neighbor's house
Broken Arrow	5	Chpt 5 5-11	Enclosure 40ft from neighbor's house
Glenpool	5	Chpt 6 6a-6	Enclosure 100ft from neighbor's house, parcel > 2000sqft
Sand Springs	6	Chpt 6 Section 04.130	Enclosure 50ft from neighboring house
Muskogee	6	Chpt 90 Article 8	Per 1 acre lot, Enclosure 40 ft from neighbor's house

The comparative codes seem to allow the opportunity to have more chickens than what Coweta allows, although Wagoner's is the only one that provides flexibility based upon the size of the lot involved. Using Wagoner as the model, Staff drafted the proposed ordinance to provide some of that flexibility across the different lot sizes in Coweta. Based on that, and assuming that the residence on the lot is built to the edge of all required easements, the maximum number of chickens allowed in the different residential areas, using 6,000 square feet as the base, would look like:

Zoning District	Min Width	Min Depth	Front Setback	Side Setback	Rear Setback	Min Pen Size	# of Hens*
RS-1	85	135	35	10	25	3625	8
RS-2	60	110	25	5	20	1850	4
RS-3	50	100	25	5	15	1350	3

*Based upon minimum lot coverage in zoning code

Applicants will be required to provide a site plan showing the size of the pen, i.e. the enclosed back yard, and based upon the actual square footage from that then number of allowed chickens may increase but not to be more than twelve (12). Other regulatory items found in the original ordinance, i.e. no roosters and a 25 foot separation between the hen house and the nearest residence, are preserved.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance 865 amending Part 4, Section 4-105 of the City Code.

ATTACHMENTS

Ordinance 865.

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING SECTION 4-105 OF PART 4, CHAPTER 1, ANIMAL REGULATIONS, OF THE CITY OF COWETA CODE OF ORDINANCES, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION 1. AMENDATORY. Section 4-105 of Part 4, Animal Regulations, of the City of Coweta, Oklahoma Code of Ordinances is hereby amended to read as follows:

SECTION 4-105 CERTAIN ANIMALS NOT TO BE KEPT IN CITY, EXCEPTIONS

- A. It is unlawful for any person to keep any swine, cattle, horse, mule, goat, sheep, livestock, fowl or exotic animal, as provided in Section 4-150 of this code, within the city, except in the following circumstances:
1. Those instances in which animals are kept in an enclosure awaiting immediate transportation.
 2. Those instances in which animals do not remain in the city for a period longer than seventy-two (72) hours.
 3. Those instances in which animals are kept on properties zoned for agricultural (AG) use by the city.
 4. Those instances in which not more than twelve (12) hens (chickens) are kept in a pen or enclosure on a property zoned for single family residential use (RS-1, RS-2, or RS-3) by the city. The maximum number of hens allowed on any one property shall be calculated by dividing the square footage of the pen or enclosure by six thousand (6,000) and multiplying the quotient by twelve (12). The result shall be rounded up to the nearest whole number to determine the maximum number of hens allowed, but in no case more than twelve (12).
 - a. No hens are allowed within the city unless a valid permit has been issued by the city. Application for said permit must be accompanied by a site plan detailing the square footage of the proposed pen or enclosure and distance from the outside wall of the enclosure to the nearest neighboring residence.
 - b. Enclosures must provide protection from the elements for the hens, must be kept in a neat and clean manner at all times and may not generate offensive odors.
 - c. In no instance shall a rooster be allowed in any zoning district in the city.

- d. Outside slaughtering of chickens shall not be allowed.
 - e. Enclosures must be located in the back yard of the property within a pen that is fully enclosed by chain link or privacy fencing. Enclosures must be at least twenty-five (25) feet from the nearest neighbor's residence. The square footage of pens for the purposes of this section may include the side yard if fully enclosed.
 - f. Enclosures shall be considered accessory structures and must meet the requirements of such in the city zoning code for the zoning district in which it is located.
 - g. This section is not intended to apply to indoor birds kept as pets such as parrots or parakeets, nor does it apply to poultry kept in agriculturally zoned area (AG). Chickens currently existing in the city shall not be "grand-fathered" or permitted to remain after the effective date of the adopting ordinance; however, owners of non-compliant chickens will have ninety (90) days from the effective date to come into compliance with the adopting ordinance.
- B. The keeping or maintaining, or permitting to be kept or maintained, any of the animals listed in Subsection A hereof within the city in violation of this section is hereby declared to be a public nuisance.

SECTION 2. REPEALER. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 3. 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 4. 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.

PASSED AND APPROVED this 7th day of November 2022.

Evette Young, Mayor

ATTEST:

APPROVED:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Deputy Fire Chief

Re: 10 Month Lease Agreement

Date: October 26th, 2022

BACKGROUND

The City has a month to month lease on a building located at 14464 S 300th E Ave that is being used by the Fire and Streets Departments to securely store reserve fire apparatus and other fire and emergency management equipment as well as street department equipment in a heated and weather tight facility.

Staff seeks to extend the lease through the end of the current fiscal year for the lease rate of \$1500.00/month to be split between the two departments.

STAFF RECOMMENDATION

Staff recommends approval of the lease through the end of the fiscal year.

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Lease", executed in duplicate at 310 S. Broadway, Coweta, Oklahoma on this _____ day of _____) 2022, by and between and **Raymond C. Sisco, and Carol S. Sisco**, Husband and Wife, 13883 S. 303 E. Ave, Coweta, Wagoner County, Oklahoma 74429, hereinafter referred to as "Lessor", and the **CITY OF COWETA, OKLAHOMA**, an Oklahoma municipal corporation, having its principal place of business at 310 S. Broadway, Coweta, Wagoner County, Oklahoma, 74429, hereinafter referred to as "Lessee".

WITNESSTH:

Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, real property owned by the Lessor, as is hereinafter more specifically described, for all purposes associated with the maintenance, storage and use of publicly owned and operated ambulance and fire services apparatus and equipment. Lessee shall not make any other use of the described property. The property is described as,

MISSION AC WEST TRACT LESS WEST 76' THEREOF MISSION AC WEST thereof, Wagoner County, State of Oklahoma, according to the recorded plat thereof.

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

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

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

TERM:

The primary term of this Lease shall be for a period of Ten Months (10). Following execution of this Lease, the effective period of the Lease shall be 12:01 o'clock a.m. on September 1, 2022, to 11:59 o'clock p.m. on June 30, 2022.

RENT:

Lessee shall pay unto Lessor during the term hereof the sum of Eighteen Thousand and no/100s Dollars (\$18,000.00) as and for rent for the real property as well as all personal property

of Lessor, if any, contained therein or thereon. Said sum shall be payable in monthly installments of One Thousand Five Hundred and no /100s (\$1,500.00) , with a final lease payment of One Thousand Five Hundred and no /100s (\$1,500.00). Said sum shall be paid to Lessor at Lessor's address set forth above on or before the ____ day of each month during the term hereof beginning on the ____ day of _____, 2022.

USE, INSPECTION, PROPERTY CONDITION-

Lessee shall not use or permit the Property or any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the said Property is hereby leased. Lessee shall comply with all requirements pertaining to the use of the Property, of any applicable insurance organization or governmental authority having jurisdiction over the Property necessary for operation of said Property.

ABANDONMENT:

Lessee shall not vacate or abandon the Property at any time during the term. If Lessee shall abandon, vacate, or surrender the Property, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Property for a period of thirty (30) days beyond Lessee's vacating the property, shall be deemed to be abandoned, at the option of Lessor.

PAYMENT OF UTILITY SERVICES BY LESSEE:

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

ALTERATIONS:

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

USE, POLLUTION CONTROL AND INDEMNIFICATION:

Lessee agrees not to use, or permit the use of, the Property in any manner or for any purpose that may be contrary to the laws of the United States of America, the State of Oklahoma, the Ordinances of the City of Coweta, Oklahoma or of any unit of county government, or contrary to the lawful rules, or regulations, or ordinances of any board, commission, or department having the jurisdiction to make or issue the same, and agrees to comply with all federal, state, and local solid-waste, air, water-pollution, and all other environmental control laws

ordinances, and regulations and to further comply with the terms, conditions, requirements, and provisions of any permits issued by governmental agencies covering the Property.

Lessee further hereby indemnifies and agrees to defend and hold harmless, Lessor, its officials, officers, agents and employees thereof, from all costs or expenses incurred by Lessor to clean up or remediate any condition on the Property created directly or indirectly because of Lessee's operations hereunder or to clean up or remediate any condition on the Property arising directly or indirectly out of any breach by Lessee of federal, state or local laws.

Lessee further agrees that no use shall be made or permitted to be made of the Property, nor parts thereof, which will increase the existing rate of insurance upon the improvements or buildings located upon the Property or cause a cancellation of any insurance policy covering the Property or any part thereof. Lessee shall, at Lessee's sole costs and expense, comply with all reasonable requirements pertaining to the Property, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the Property and appurtenances.

Lessee further agrees to utilize the Property in such a manner as not to permit said premises to become a public nuisance, or to be obnoxious to the owners and/or occupants of adjoining property.

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

Lessee assumes all liability for all claims for injury to or death of persons as well as for loss or damage to Lessor's Property as well as Lessee's property, arising or occurring in connection with the use of the Property, and occupancy of the Property, by Lessee, whether or not caused by said Lessee, or by Lessee's servants, agents, employees or any other persons who might be upon the Property at the request and invitation of the Lessee. The Lessee agrees to indemnify and save harmless the Lessor from any and all liability for loss, damage, or injury to the Property or persons or property including, but not limited to, claims for wrongful death, arising or occurring during the time of the Lessee's occupancy and use of the Property. Lessee shall carry, in form and a substance satisfactory to the Lessor, a policy of insurance insuring against all liability for all claims for injury to or death of persons or for loss or damage to personal property or the Property, arising or occurring in connection with the use of the Property in an amount no less than One Million Dollars and no/100 (\$1,000,000.00) wherein the Lessor is a named as an additional insured. The policy of insurance above referred to shall contain express provisions that the insurer will not cancel said policy of insurance without giving the Lessor written notice of intent to cancel not less than thirty (30) days notice prior to the date of intended cancellation.

LIENS:

The property is private property and by reason thereof said property is subject to any

liens; provided however, Lessee's rights hereunder are subject to liens. By reason thereof, the Lessee agrees that Lessee shall save and keep the Property herein demised, or its interest therein, free from any liens arising from the fulfillment of Lessee's obligations hereunder, and Lessee agrees to indemnify and save Lessor harmless from any and all such liens, costs, expense, attorney's fees, loss or damage, resulting from any liens attaching thereto, or any such liens or any character, said Lessee shall pay and fully discharge the same within thirty (30) days after written notice to do so by the Lessor. Provided further, that the Lessor shall have full authority to discharge and pay off all liens, and other liens, arising out of any default of payment by the Lessee, and for such payment, if any, by Lessor, said Lessor shall be reimbursed by the Lessee, upon demand for such payment, with interest at the rate of five per cent (5%), per annum.

MAINTENANCE AND REPAIRS, BY LESSOR AND LESSEE:

Lessor shall be responsible for maintaining the Plumbing, Heating and Air Conditioning serving the Building as well as all internal and external components thereof.

Beginning October 1, 2022, the Lessee agrees to maintain the Building as well as keep all Utilities serving the building and property current. Lessee agrees not to commit any waste in or on the Property or any part thereof. Lessee agrees to repair or pay the Lessor for any damages to any improvements, or any portion thereof, on the Property herein Leased, or Lessor's property contained therein, which may be committed by Lessee, Lessee's employees, invitees, customers or guests, either by accident, negligence, or which may arise otherwise, through or be caused by, or contributed to, the negligence of Lessee, their agents, servants, employees, invitees, customers or guests. Provided further, however, that the obligation of the Lessee to make any repairs herein provided shall only arise after Lessee has been notified, in writing, by the Lessor of the necessity, therefore.

DAMAGES AND INJURY BY TRESPASSERS:

It is agreed, Lessee shall always be liable for repairs and maintenance for any and all damages or injury to the Property, including personal property of the Lessor contained therein, occasioned by any person, or persons, including but not limited to trespassers, other than Lessor, its agents or servants, while upon the premises.

NO ASSIGNING OF LEASE, ETC.:

This Lease is both real and personal to the Lessor and Lessee. It is an agreement entered into by and between the Lessor and the Lessee. Consequently, the Lessee shall not assign, encumber, hypothecate, mortgage, pledge, or set over to any entity or individual any interest in this Lease, or any of Lessor's personal property contained therein, and shall not sublet the Property or any part thereof, or the personal property of the Lessor contained therein, or any right or privilege appurtenant thereto, or suffer any other person, to occupy or use the Property or any portion thereof, the personal property of the Lessor contained therein, without the express written

consent of Lessor first had and obtained. Any assignment, hypothecation, mortgage, pledge or subletting without the express written consent of the Lessor shall be void, and shall, at the option of Lessor, terminate this Lease.

APPOINTMENT OF RECEIVER FOR LESSEE:

The appointment of a receiver, or a trustee, to take possession of or substantially all of the assets of Lessee, or a general assignment by Lessee for the benefit of creditors, or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease, and Lessor shall be entitled to immediate possession of the premises.

TERMINATION OF LEASE ON ACCOUNT OF BREACH OF LESSEE:

In the event of any breach of this Lease by Lessee, then Lessor, in addition to other rights or remedies it may have under Oklahoma law, shall have the immediate right of re-entry and in doing so Lessor may remove all persons and property from the Property. Lessor shall have no right to acquire or retain the possession of any of Lessee's property contained on or within the Property.

Breach of this Lease by Lessee shall be any event or instance of Lessee failing to perform any duty, condition or term arising from or imposed upon Lessee by this Lease or Lessee performing or allowing the performance of any act in contravention of any expressed or implied prohibition contained herein. The failure of the Lessor to declare a breach or take authorized action on a breach in one or more instances shall not constitute a waiver of Lessor's right to declare a breach and take authorized action thereafter. Time is of the essence.

ADDRESS OF LESSOR:

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

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

ADDRESS OF LESSEE:

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

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

SPECIAL ASSESSMENTS / PERSONAL PROPERTY TAXES, ETC.:

It is agreed that the Lessee shall pay all special assessments as well as taxes levied or assessed against Lessee's personal property located on said Property.

TIME OF OCCUPANCY AND PEACEFUL ENJOYMENT:

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

ALL AGREEMENTS CONTAINED IN LEASE:

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

TERMS BINDING ON SUCCESSORS, ETC.:

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

EXECUTED IN DUPLICATE this _____ day of _____, 2022.

“LESSOR”

Ray C. Sisco

“LESSEE”

Evette Young, Mayor

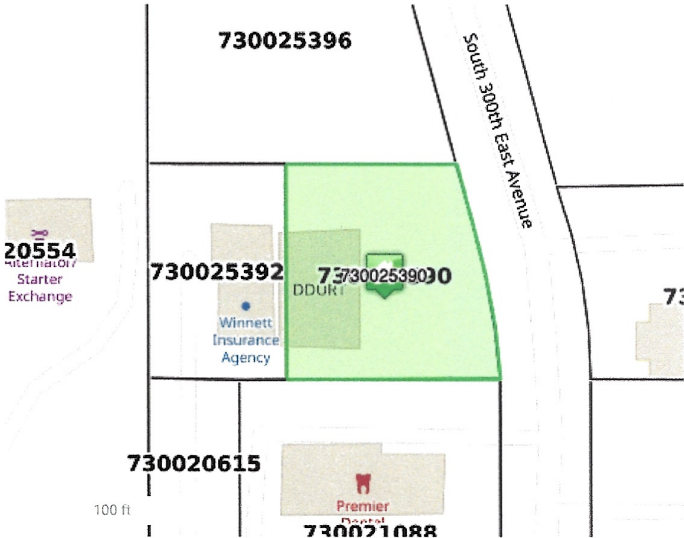


Wagoner County Assessor

020444-001000-000000
14464 S 300 E AVE

SISCO, RAYMOND C:CAROL S
13883 S 303 E AVE
-COWETA OK 74429-

Total Market Value
\$140,581



KEY INFORMATION

Account	730025390	Land Size	0.64 Lots
Class	URBAN COMMERCIAL/IND	School District	(C17) Coweta City
Millage Rate	96	2021 Taxes	\$1,037
Homestead	\$0	Neighborhood	520002.2
Quarter	1	Section	18
Township	17	Range	16
Legal Description	MISSION AC WEST TRACT A LESS W 76' THEREOF MISSION AC WEST		

ASSESSMENT DETAILS

Land Value	\$51,308
Improvement Value	\$89,273
Manufactured Home Value	\$0
Market Value	\$140,581
Taxable Value	\$101,536
Gross Assessed Value	\$11,372
Exemptions	\$0
Net Assessed Value	\$11,372

BUILDING DETAILS

COMMERCIAL BUILDING (1)

Appr ID	8210	Building Description	100% Lt. Commercial Utility Build. (471)
Total Sq Ft	2,418sf	# Stories	1
Avg Wall Height	14	Avg Perimeter	202
Year Built	1989	Construction Class	4
Exterior Walls	Single Metal on Wood Frame	Roof Type	Gable
Roof Cover	Metal	HVAC	Package Unit
Condition	-	Quality	-

MISC IMPROVEMENTS

IMPROVEMENT TYPE	UNITS/SQ FT	EST YEAR BUILT	CONTRIBUTOR
PAVING, ASPHALT	4219	0	\$4,789

YARD ITEMS

DESCRIPTION	DIMENSIONS	TOTAL UNITS	YEAR BUILT	CONTRIBUTORY VALUE
No items to display				

SALES

SALE DATE	SALE PRICE	DEED BOOK	DEED PAGE	INSTRUMENT TYPE	GRANTOR
No items to display					

LAND

SOIL CODE	DESCRIPTION	USE CODE	LPI	ACRES	AG USE VALUE
No items to display					



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Supplemental Appropriations for Governmental Funds
Date: November 4, 2022

BACKGROUND

The City has unexpected expenditures and has received donations that require appropriation. In addition, Code Enforcement activities are producing expenditures that have been offset by payments on property liens. Further, reimbursements for an insurance claim and a software refund are expected in the next few weeks:

	<u>Supplemental Appropriation</u>	<u>Fund/Dept</u>
<u>Revenues:</u>		
Atwood's Fundraiser	\$264	General/Animal Control
Refunds	\$8,700	General/Fire
Public Nuisance Billings	\$3,000	General/Community Development
Insurance Reimbursement	\$21,200	General/Non-Departmental

	<u>Supplemental Appropriation</u>	<u>Fund/Dept</u>
<u>Expenditures:</u>		
Veterinary Services	\$264	General/Animal Control
Communications	\$4,500	General/Fire
Property Lease	\$7,500	General/Fire
Contracted Services	\$8,700	General/Fire
Property Lease	\$7,500	General/Streets
Contracted Services	\$3,000	General/Community Development
Contracted Services	\$21,200	General/Non-Departmental

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2022-37.

ATTACHMENTS:

Resolution 2022-37

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2022-37**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2023.

WHEREAS, the City of Coweta has received monies not anticipated that have not been appropriated in the budget for fiscal year 2022-2023; and

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2022-2023; 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:

SEE ATTACHED EXHIBIT A

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 7th Day of November 2022.

ATTEST:

Evette Young, Mayor

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

RESOLUTION 2022-37

EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	REVENUE AMOUNT	REVENUE ACCOUNT
General Fund	01-5314.008	Veterinary Services	264	Atwoods fundraiser	Donation		264	04.03.80
	01-5302.009	Communications	4,500	Data for additional tablets	Fund balance	\$4,500		
	01-5321.009	Property Lease	7,500	Storage lease	Fund balance	\$7,500		
	01-5321.015	Property Lease	7,500	Storage lease	Fund balance	\$7,500		
	01-5325.009	Contracted Services	8,700	Refund of software fees	Refund		8,700	04.03.80
	01-5325.011	Contracted Services	3,000	Increase in public nuisance abatements	Public nuisance billings		3,000	04.03.42
	01-5325.020	Contracted Services	21,200	Repairs to City Hall	Insurance Reimbursement		21,200	04.03.80
Total General Fund			<u>\$ 52,664</u>			<u>\$ 19,500</u>	<u>\$ 33,164</u>	
Capital Impr Fund	12-5411.015	Infrastructure	\$ 57,000	2022 Street Improvements	Fund balance	\$ 57,000		
	12-5411.015	Infrastructure	\$ 300,000	Eufaula Avenue Bridge	Fund balance	\$ 300,000		
Total Capital Improvement Fund			<u>\$ 357,000</u>			<u>\$ 357,000</u>	<u>\$ -</u>	
TOTAL ALL GOVERNMENTAL FUNDS			<u>\$ 409,664</u>			<u>\$ 376,500</u>	<u>\$ 33,164</u>	