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, MARCH 6, 2023 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. CONSENT
(All matters under the "Consent Calendar" are considered by the City Council to be routine and will be enacted by one motion. Any Councilmember may, however, remove an item from consent by request.)

1. MINUTES OF THE REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON FEBRUARY 6, 2023. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

230206 MINUTES OF THE CITY COUNCIL.PDF

VI. OLD BUSINESS

1. PUBLIC HEARING CEREMONIAL STREET NAME
PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST TO CEREMONIALLY NAME THE 100 BLOCK OF EAST SYCAMORE AS GILBERT WAY.

Documents:

230206 RESOLUTION 2023-05.PDF

2. CONSENT FOR ANNEXATION
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-07, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA REQUESTING THE ANNEXATION OF PROPERTY ADJACENT TO THE EXISTING CITY LIMITS, LOCATED AT

15905 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 STATUTES, AND SETTING A PUBLIC HEARING PERTAINING TO THAT ANNEXATION. (ROGER KOLMAN, CITY MANAGER)

Documents:

230306 STAFF REPORT ANNEXATION.PDF
230306 RESOLUTION 2023-07.PDF
230306 ANNEXATION APPLICATION.PDF
230306 ANNEXATION AERIAL VIEW.PDF
230306 ANNEXATION ZONING MAP.PDF

3. ORDINANCE 866 - REZONING CZ 23-01
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 866, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA RELATED TO THE REZONING OF PROPERTY FROM GENERAL COMMERCIAL (CG) TO RESIDENTIAL TWO-FAMILY (RD), LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND GENERALLY LOCATED AT 409 EAST PECAN STREET. (ROGER KOLMAN, CITY MANAGER)

Documents:

230306 STAFF REPORT ORDINANCE 866.PDF
230306 ORDINANCE 866 REZONING.PDF
AERIAL MAP.PDF
ZONING MAP.PDF

4. EMERGENCY MEDICAL DISPATCHER TRAINING
DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH THE ASSOCIATION OF PUBLIC-SAFETY COMMUNICATIONS OFFICIALS INTERNATIONAL, INC. RELATED TO EMERGENCY MEDICAL DISPATCHER TRAINING AND MATERIALS. (ROGER KOLMAN, CITY MANAGER)

Documents:

230306 STAFF REPORT EMD CONTRACT.PDF
230306 EMD TRAINING CONTRACT.PDF
CITY OF COWETA - OK-TRAINING QUOTE.PDF

5. EMPLOYEE RETENTION STIPEND
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF AN EMPLOYEE STIPEND FOR INFLATION AND RETENTION. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

230306 STAFF REPORT EMPLOYEE STIPEND GEN.PDF

6. RESOLUTION 2023-08
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-08, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA PROVIDING NOTICE OF INTENT TO DETACH CERTAIN PROPERTIES FROM THE CORPORATE LIMITS OF THE CITY OF COWETA. (ROGER KOLMAN, CITY MANAGER)

Documents:

230306 STAFF REPORT RESOLUTION 2023-08.PDF
230306 RESOLUTION 2023-08.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
February 6, 2023 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, February 6, 2023 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

Mayor Young announced that the new Scooter's Coffee was now open.

V. CONSENT

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

1. Review of Coweta's 911 system from October 1, 2022 through December 31, 2022.
2. Approval of the minutes of the Coweta Council meeting on January 9, 2023.

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

VI. Old Business

1. CZ 22-06 SUP

Robyn Murray, Community Development Supervisor, presented an application from JR Donelson, Inc. to establish an enclosed Recreational Vehicle (RV) Mini-Storage with office/retail space. The Planning Commission voted at its December 19, 2022 meeting to recommend approval to the City Council with several conditions, which includes the construction of approximately 31,000 square feet of retail/office space.

Motion by Harold Chance, second by Randy Woodward to approve Special Use Permit (SUP) CZ 22-06 SUP to develop an enclosed Recreational Vehicle (RV) Mini-Storage and

office/retail space on property zoned under PUD-R 13-02 located in Section 35, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, in the Coweta Crossing South 45 commercial subdivision, Coweta, Oklahoma.

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

2. Resolution 2023-05 Ceremonial Street Naming

City Manager Roger Kolman presented a resolution to provide a ceremonial street name to East Sycamore Street in honor of the Bob Gilbert family, with a public hearing to be held on March 6, 2023.

Motion by Evette Young, second by Harold Chance, adopting Resolution 2023-05, a resolution of the City Council of the City of Coweta, Oklahoma providing notice of intent to provide a ceremonial street name to East Sycamore Street.

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

3. Parking Lot Design

Roger Kolman discussed an agreement with Cowan Group Engineering related to the public parking facility to be located at the northwest corner of Broadway and Chestnut.

Motion by Harold Chance, second by Randy Woodward to approve a contract with Cowan Group Engineering for the design, public bidding and construction management for a public parking facility to be located at the northwest corner of Broadway and Chestnut.

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

4. **Self Contained Breathing Apparatus (SCBA) Purchase**
Interim Fire Chief Brian Woodward presented information on the purchase of a new self-contained breathing apparatus system and air refilling system.

Motion by Harold Chance, second by Randy Woodward to approve the purchase of a new self-contained breathing apparatus system from Casco Industries, Inc. and an upgraded air refilling system from Tesco in the combined amount of $248,303.00 utilizing OMES contract SW-241 pricing.

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

5. **Resolution 2023-04**
Julie Casteen presented information on the funding for the purchase of an SCBA system, recommending an advance from the Capital Improvement Fund to the Rural Fund that would be paid back over a five-year period. The internal financing measure would save the City over $28,000 in interest costs.

Motion by Harold Chance, second by Randy Woodward, adopting Resolution 2023-04, a resolution of the City Council of the City of Coweta, Oklahoma allocating funds for the purchase of self-contained breathing apparatuses and related equipment, and the terms for repayment thereof.

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

6. **Resolution 2023-03**
Julie Casteen led discussion regarding possible action on the adoption of Resolution 2023-03, 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 2023-03, 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
Evette Young
Naomi Hogue
Logan Brown

VII. NEW BUSINESS

There was no new business.

IIX. ADJOURNMENT

Mayor Young adjourned the meeting at 6:22 p.m.

_____ _____

Evette Young, Mayor Julie Casteen, City Clerk

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA PROVIDING NOTICE OF INTENT TO PROVIDE A CEREMONIAL STREET NAME TO EAST SYCAMORE STREET.

WHEREAS, The City of Coweta previously adopted Ordinance No. 823, creating the opportunity to honor citizens for long periods of community service ; and,

WHEREAS, Bob Gilbert and his family have owned and operated Bob Gilbert Towing & Recovery in the Coweta community for well over fifty years; and

WHEREAS, the owners and employees of Bob Gilbert Towing & Recovery have made service to the community a staple of their operations; and,

WHEREAS, the City of Coweta, the Coweta Public School District, the Coweta Chamber of Commerce and untold numbers of citizens have benefited from the Gilbert family's generosity and dedication to their community; and

WHEREAS, Bob Gilbert Towing & Recovery operated from the same facility on the northeast corner of Sycamore Street and Broadway for decades.

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

SECTION 1 the City Council desires to honor the Gilbert family and their employees for their long-term dedication to the community by ceremonially naming the 100 block of East Sycamore as Gilbert Way.

SECTION 2 the City Council sets March 6, 2023 at 6:00 p.m. at the Coweta City Hall as the time and place for the City Council to hold a public hearing prior to taking action pertaining to this ceremonial street naming.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 6th day of February 2023.

_____
Evette Young, Mayor

ATTEST:

_____
Julie Casteen, City Clerk

APPROVED:

_____
Ronald D. Cates, City Attorney

CITY OF
Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Tom E Young Jr, City Planner
Location: Section 19, Township 17 North, Range 16 East
Re: Rachel and Jonathan Bickell, request to be annexed into the City of Coweta
Date: 03-06-2023

BACKGROUND

Rachel Bickell and Jonathan Bickell, wife and husband, property owners, request the annexation of a 10.14 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, 15905 South 297th East Avenue, that abuts South 297th East Avenue to be annexed into the City of Coweta.

In order to move forward with this, we will need to set a public hearing before City Council on this matter. A notice requires publication in a local newspaper at least 14 days prior to the public hearing and no further than 30 days prior. Staff will need to prepare a utility and emergency services availability plan for this development to be presented at the public hearing.

STAFF RECOMMENDATION

Staff recommends that Council set a public hearing for the April 3, 2023 City Council Meeting to consider this request.

ATTACHMENTS

Application for Annexation
Resolution 2023-07
Aerial view Map
Zoning Map

RESOLUTION NO. 2023-07

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 STATUTES PERTAINING TO THAT ANNEXATION.

WHEREAS, The City of Coweta has received a letter of consent for annexation from Jonathan and Rachel Bickell, husband and wife, the sole owners of real property adjacent to the existing boundaries of the City of Coweta; and,

WHEREAS, The property owned by Jonathan and Rachel Bickell is located fully within the boundaries of Wagoner County, Oklahoma and is further described in the attachments to this Resolution; and,

WHEREAS, The property is currently zoned Agriculture (AG) in Wagoner County and will come into the city with the same zoning classification; and

WHEREAS, in accordance with 11 O.S.§21-103 the City is required to hold a public hearing regarding the annexation before annexing any territory; and

WHEREAS, notice of the public hearing shall be published in a newspaper of general circulation within the territory to be annexed at least fourteen days, but not more than thirty days, before the date of the public hearing.

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

SECTION 1 the City Council accepts the Letter of Consent for Annexation from Jonathan and Rachel Bickell.

SECTION 2 the City Council directs the City Manager to take the actions stipulated in 11 O.S. §21-103 pertaining to applications for annexations with the consent of a majority of the owners of the properties to be annexed.

SECTION 3 the City Council sets April 3, 2023 at 6:00 p.m. at the Coweta City Hall as the time and place of the public hearing to be held by the City Council pertaining to this annexation.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 6th day of March, 2023.

_____
Evette Young, Mayor

ATTEST:

_____
Julie Casteen, City Clerk

APPROVED:

_____
Ronald D. Cates, City Attorney

PROPERTY LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 19, T17N, R16E OF THE I.B&M., WAGONER COUNTY, STATE OF OKLAHOMA: WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS 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 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 O DISTANCE OF 1092.23 FEET TO THE POINT OF BEGINNING; THENCE N1°12'09'W A DISTANCE OF 441.61 FEET; 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 S1°11'57"E ALONG THE WEST LINE THEREOF O DISTANCE OF 400.88 FEET TO A POINT 527.25 FEET NORTHERLY OF THE SW CORNER OF THE SE/4; THENCE N88°50' 43"E A DISTANCE OF 1048.59 FEET TO THE POINT OF BEGINNING. CONTAINING 10.14 ACRES, MORE OR LESS.

PROPERTY ADDRESS: 15905 S 297TH E AVE, COWETA, OK 74429.

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

OFFICE PROCEDURES FOR PROPERTY OWNERS CONSENTING TO ANNEX INTO COWETA CITY LIMITS

*Note: This information sheet is for **GENERAL REFERENCE** only concerning property owners consenting to annex into Coweta City limits. Refer to State Statute 23-103 thru 23-106*

GENERAL OFFICE PROCEDURES

1. Owner(s) of property who wish to be annexed into Coweta City limits must forward a *"Letter of Consent for Annexation"* to the Community Development Department, attention the Mayor and City Council. The *"Letter of Consent"* must indicate the date of the request and the exact legal description of property tract(s) to be considered for annexation. Additionally, the property owner(s) must submit a *Plat of Survey* showing all dimensions, easements, improvements and rights-of-way as well as a copy of the *General Warranty Deed* demonstrating ownership of the requested annexation.

2. If more than one property owner is requesting annexation of an area greater than their own property, a petition with signatures of at least 50% of the property owners within the area proposed for annexation is required and will be forwarded to the Mayor and City Council by the City Clerk.

3. If a zoning request is included, the annexation request will be placed on the next available Planning Commission Agenda for public hearing.

4. The City Council can discuss and take action on the annexation request at the next City Council meeting. An *Annexation Ordinance* shall be developed for this meeting and shall be **read** by the City Clerk as a separate agenda item **if** the City Council accepts the annexation consent letter.

5. If the City Council approves the request the annexation ordinance is:
   (A) Forwarded to the local newspaper for publication.
   (B) Submitted to the Wagoner County Clerk's Office for recording.

Effective 30 days after the date of publication, the ordinance becomes effective and the property officially is incorporated into the City of Coweta.

Note: The Coweta City Clerk is responsible for submitting the annexation ordinance to the Wagoner County Clerk's Office for recording. The City Clerk should receive an official recorded copy of the annexation ordinance from the Wagoner County Clerk within two weeks of the filing date.

6. Notice of properties annexed into the City must be given to approximately 25 to 30 governmental agencies (ie. County Government, Fire, Police, Health Department, etc.) within the Coweta Area.

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) Jon and Rachel Brickell **PHONE** 918 812 6946 9186715906

ADDRESS 7312 E Memphis St **CITY** BA **ZIP** 74014

ADDRESS/LOCATION OF PROPERTY TO BE ANNEXED 15905 S 29th E Ave Coweta OK 74429

NAME OF OWNER(S) IF DIFFERENT FROM APPLICANT Same as applicant

ADDRESS OF OWNER_____ **CITY**_____ **ZIP**_____

DOES OWNER CONSENT TO THIS APPLICATION *Yes* *No*

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

Deed + plat survey attached

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_____ **DATE**_____

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: _____

SAMPLE LETTER OF CONSENT FOR ANNEXATION

Date 2/22/23

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

Dear Mayor and City Council:

I (We), Jon Rachel Bickell, sole owner(s) of the following described property , do hereby consent to annexation of said property into the City of Coweta, Wagoner County, Oklahoma.

Property legal description:
See attached deed & plat survey

I (We) are requesting a Residential Zoning Classification for said property which will be used for the following purposes: Residential, private home

**(If commercial, office or industrial uses are proposed, provide a proposed Site Plan)*

Property Owner(s) Signature(s):
Rachel Bickell

NOTARY
Rachel Alexis John 2/22/23

RACHEL ALEXIS JOHNSON
NOTARY PUBLIC
COMM. EXP.
03-09-2026
#22003284
IN AND
FOR
WAGONER COUNTY
STATE OF OKLAHOMA

attachments
Enclose a Plat of Survey and copy of deed(s)

2022-12493 B: 2826 P: 0007
08/05/2022 02:03:00 PM Pgs: 1
Fee: $18.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

DOC STAMPS: EXEMPT per O.S. 68-3202(3)
Property Address: 5 S 297th E Ave, Coweta, OK 74429
Buyer Mailing Address: 3305 S Dogwood Ave, Broken Arrow, OK 74012

CORRECTED WARRANTY DEED
(Oklahoma Statutory Form)

This deed is being filed to correct the grantors in the deed recorded 02/03/2021 in Book 2660, Page 257

That 1/2 interest: Ray Dean Brashear and Evelyn Self Brashear, as Co-Trustees of the Ray Dean Brashear Trust dated 5/3/2005 and 1/2 interest: Evelyn Self Brashear and Ray Dean Brashear, as Co-Trustees of the Evelyn Self Brashear Trust dated 5/3/2005, dated May 3, 2005, Parties of the first part, in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Rachel Bickell and Jonathan Bickell, party of the second part, the following described real property and premises situate in Wagoner County, State of Oklahoma, to-wit:

A tract of land situated 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°47'38"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°47'38"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 to the Point of Beginning; Thence N01°12'09"W a distance of 441.61 feet; Thence S88°37'16"W a distance of 1049.32 feet to a point on the West line of the SE/4 of Section 19; Thence S01°11'57"E along the West line thereof a distance of 400.88 feet to a point 527.25 feet Northerly of the Southwest corner of the SE/4; Thence N88°50'43"E a distance of 1048.59 feet to the Point of Beginning.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part of the second part, heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements and restrictions of record.

Signed and delivered this 3 August day of July, 2022.

The Ray Dean Brashear Trust, dated May 3, 2005

Ray Dean Brashear, Cotrustee

Evelyn Self Brashear, Co-trustee

Evelyn Self Brashear Trust, dated May 3, 2005

Evelyn Self Brashear, Cotrustee

Ray Dean Brashear, Co-trustee

ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on ~~November~~ Aug 3, 2022, by Ray Dean Brashear and Evelyn Self Brashear, as Co-trustees of the Ray Dean Brashear Trust dated 5/3/2005 and Evelyn Self Brashear and Ray Dean Brashear, as Co-trustees of the Evelyn Self Brashear Trust dated 5/3/2005, dated May 3, 2005.

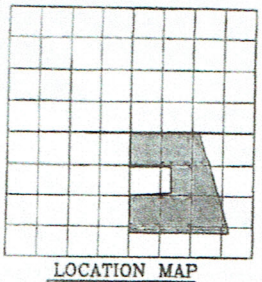
NOTARY PUBLIC

My Commission Expires:

TERESA STAMILE
Notary Public, State of Oklahoma
Commission # 04008935
My Commission Expires 09-30-2024

Deed Presented for Filing By: Integrity Title and Closing, LLC
File No.: 20-09168CD
Name of Title Insurer: American Eagle Title Insurance Company

SHEET 1 OF 2
PLAT OF SURVEY



LOCATION MAP

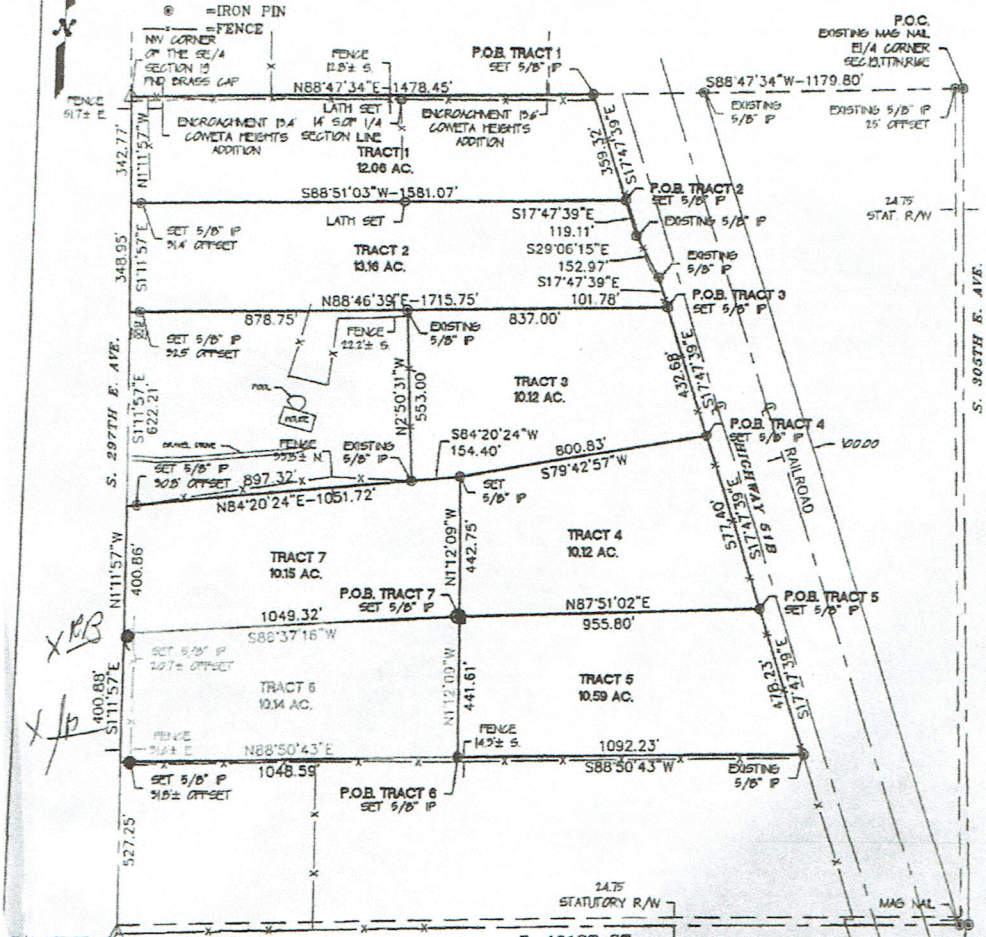
SEC 19 T 17 N, R 16 E

SCALE: 1" = 300'

⊙ =IRON PIN

=FENCE

TRACT 1 A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma; with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686 said tract of land being more particularly described by metes and bounds 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 a distance of 1179.80 feet to a point on the Westerly Right-of-Way of Highway 51B also being the Point of Beginning; Thence S17°47'39"E along the Westerly Right-of-Way of Highway 51B a distance of 359.32 feet; Thence S88°51'03"W a distance of of 1581.07 feet to a point on the West line of the SE/4 of Section 19; Thence N1°11'57"W along the West line thereof a distance of 342.77 feet to a point being the NW corner of the SE/4 of Section 19; Thence N88°47'34"E along the North line of the SE/4 thereof a distance of 1478.45 feet to the Point of Beginning. Containing 12.06 acres, more or less.



10/6/2020

Tony Robison

TONY ROBISON, LAND SURVEYOR NO. 1686

Heartland Surveying & Mapping, PLLC

CA #4349

600 Emporia St., Ste."C"

Muskogee, Oklahoma 74401

(918) 682-7706

LICENSED PROFESSIONAL LAND SURVEYOR TONY ROBISON 1686 OKLAHOMA

BEARINGS ARE BASED ON NAD83 OKLAHOMA STATE PLANE COORDINATE SYSTEM.

FOR: Evelyn Brashear

DATE: 10/1/2020

W.O.# 8892

SURVEYED BY: JT/AC

DRAWN BY: AM

Last Site Visit: 9/30/20

FILE NAME: 8892 Brashear 9.01.dwg
SYCAMORE HEIGHTS WORKING - 2.dwg

Docusign Signature Verification
Authentication ID: B8D81B2F-E8CA-4D9D-A121-F5372DA5A41D

SHEET 2 OF 2
LEGAL DESCRIPTIONS

TRACT 2: A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma: with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686: said tract of land being more particularly described by metes and bounds 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 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 359.32 feet to the Point of Beginning; Thence S88°51'03"W a distance of of 1581.07 feet to a point on the West line of the SE/4 of Section 19; Thence S1°11'57"E along the West line thereof a distance of 348.95 feet; Thence N88°46'39"E a distance of 1715.75 feet to a point on the Westerly Right-of-Way of Highway 51B; Thence N17°47'39"W along the Westerly Right-of-Way of Highway 51B a distance of 101.78 feet; Thence N29°06'15"W along the Westerly Right-of-Way of Highway 51B a distance of 152.97 feet; Thence N17°47'39"W along Westerly Right-of-Way of Highway 51B a distance of 119.11 feet to the Point of Beginning. Containing 13.16 acres, more or less.

TRACT 3: A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma: with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686: said tract of land being more particularly described by metes and bounds 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 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 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 101.78 feet to the Point of Beginning; Thence continuing S17°47'39"E along the Westerly Right-of-Way of Highway 51B a distance of 432.68 feet; Thence S79°42'57"W a distance of 800.83 feet; Thence S84°20'24"W a distance of 154.40 feet; Thence N2°50'31"W a distance of 553.00 feet; Thence N88°46'39"E a distance of 837.00 feet to the Point of Beginning; Containing 10.12 acres, more or less.

TRACT 4: A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma: with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686: said tract of land being more particularly described by metes and bounds 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 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 534.46 feet to the Point of Beginning; Thence continuing S17°47'39"E along the Westerly Right-of-Way of Highway 51B a distance of 577.40 feet; Thence S87°51'02"W a distance of 955.80 feet; Thence N1°12'09"W a distance of 442.75 feet; Thence N79°42'57"E a distance of 800.83 feet to the Point of Beginning. Containing 10.12 acres, more or less.

TRACT 5: A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma: with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686: said tract of land being more particularly described by metes and bounds 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 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 1111.86 feet to the Point of Beginning; Thence continuing S17°47'39"E along the Westerly Right-of-Way of Highway 51B a distance of 478.23 feet; Thence S88°50'43"W a distance of 1092.23 feet; Thence N1°12'09"W a distance of 441.61 feet; Thence N87°51'02"E a distance of 955.80 feet to the Point of Beginning. Containing 10.59 acres, more or less.

TRACT 6: A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma: with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686: said tract of land being more particularly described by metes and bounds 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 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 to the Point of Beginning; Thence N1°12'09"W a distance of 441.61 feet; 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 S1°11'57"E along the West line thereof a distance of 400.88 feet to a point 527.25 feet Northerly of the SW Corner of the SE/4, Thence N88°50'43"E a distance of 1048.59 feet to the Point of Beginning. Containing 10.14 acres, more or less.

TRACT 7: A tract of land located in the SE/4 of Section 19, T17N, R16E of the I.B.&M., Wagoner County, State of Oklahoma: with the basis of bearing of this description being NAD83 Oklahoma State Plane, and prepared on 10/1/2020 by Tony Robison, LS #1686: said tract of land being more particularly described by metes and bounds 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 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 N1°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 N1°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 S1°12'09"E a distance of 442.75 feet to the Point of Beginning. Containing 10.15 acres, more or less.

10/6/2020

TONY ROBISON, LAND SURVEYOR NO. 1686

Heartland Surveying & Mapping, PLLC

CA #4849

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

LICENSED PROFESSIONAL LAND SURVEYOR
TONY ROBISON
1686
OKLAHOMA

FOR: Evelyn Brashear
DATE: 10/1/2020

W.O.# 8892
SURVEYED BY: JT/AC
DRAWN BY: AM
Last Site Visit: 9/30/20

FILE NAME: S:\00-HEARTLAND-FILES\W8892-2.dwg
Oct 06, 2020 - 9:07am

Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2020/2021

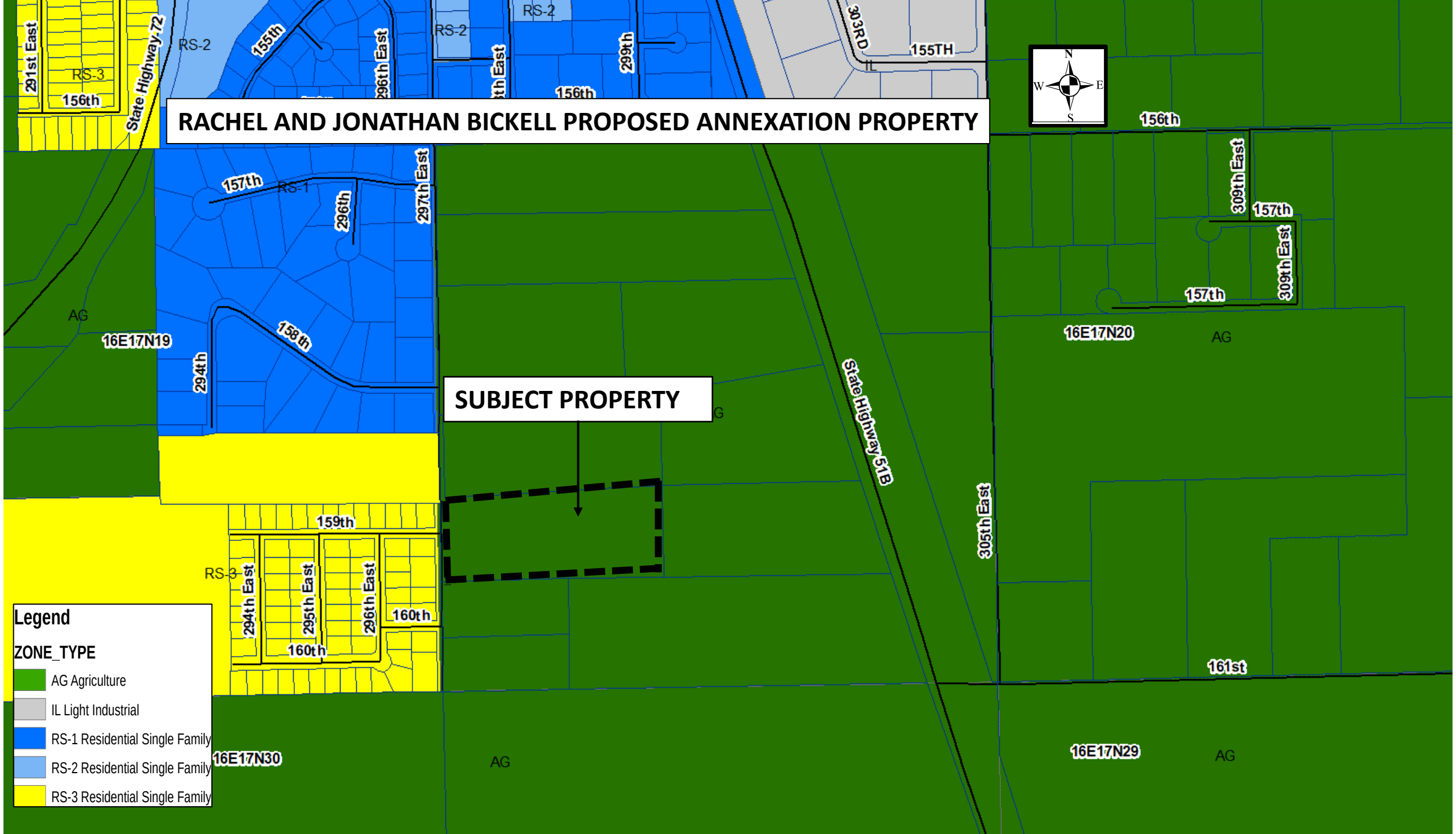
Subject Tract

2022-12493-1

0 100 200 400
Feet

19 17-16

N


RACHEL AND JONATHAN BICKELL PROPOSED ANNEXATION PROPERTY
SUBJECT PROPERTY
State Highway 72
State Highway 51B
155th
156th
157th
158th
159th
160th
161st
291st East
294th East
295th East
296th East
297th East
299th
303RD
305th East
309th East
155TH
RS-1
RS-2
RS-3
AG
IL
16E17N19
16E17N20
16E17N29
16E17N30
N
S
E
W
Legend
ZONE_TYPE
AG Agriculture
IL Light Industrial
RS-1 Residential Single Family
RS-2 Residential Single Family
RS-3 Residential Single Family

CITY OF
Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Robyn Murray, Community Development Supervisor
Re: Case Number: CZ 23-01
Date: 6 March 2023

BACKGROUND

Applicant

Allen's Custom Homes, LLC, is seeking to amend the zoning map. They applicant requests to rezone from the (CG) General Commercial to (RD) Residential Two-Family district.

Case Facts

- The property located at 409 East Pecan Street, in Section 18, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is currently zoned (CG) General Commercial.
- Surrounding land use is single-family and two-family residential.
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for medium-intensity residential use.
- At the 21 February 2023 Planning Commission meeting, the Planning Commission made a recommendation to approve the rezoning and zoning map amendment.

Existing Land Use	Existing Zoning
Vacant	CG
Surrounding Land Use	**Surrounding Zoning**
North: Residential	RD
East: Residential	RS-3
South: Residential	RS-3
West: Residential	RD

Legal description: Lot Four (4), COTTON MILL ADDITION, a Replat of Lots 1, thru 11, Block Sixty-one (61), NEW COWETA, a part of the West Half (W/2) of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Pertinent Code

SECTION 2210 POLICY ON ZONING MAP AMENDMENTS

- It is the policy of the City of Coweta that in the consideration of proposed amendments to this Code that:

Amendments will be adopted to recognize changes in the Comprehensive Plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.

- A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.
- Staff finds that this request is in compliance with the objectives of the City of Coweta Comprehensive Plan, Proposed Land Use 2020-2030 Map. If implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

STAFF COMMENTS

A public hearing was held on the 21st of February by the Coweta Planning Commission. The Planning Commission found that this request is in compliance with the Coweta Comprehensive Plan. At the Tuesday February 21, 2023, Planning Commission no residents were present to make any comments concerning the rezone request. The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 23-01 (3-0).

ATTACHMENTS

Location Map
Aerial Map
Zoning Map
Ordinance No. XXX

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 866

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, FROM GENERAL COMMERCIAL (CG) CLASSIFICATION TO RESIDENTIAL TWO-FAMILY (RD) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION 1. ZONING CLASSIFICATION
The following described property is hereby rezoned from General Commercial (CG) classification to Residential Two Family (RD), **to wit:**

TRACT 1 Lot Four (4), COTTON MILL ADDITION, a Replat of Lots 1, thru 11, Block Sixty-one (61), NEW COWETA, a part of the W1/2 of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

SECTION 2. MAP AMENDMENT. The Official Zoning Map of the City of Coweta, Oklahoma be and hereby is amended to reflect the actions taken in Section One.

SECTION 3. REPEALER. All ordinances or parts of ordinances, in conflict with this ordinance are hereby repealed to the extent of the conflict only.

SECTION 4. SEVERABILITY. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION 5. DECLARING AN EMERGENCY. That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

Approved by the City Council of the City of Coweta, Oklahoma, with the Emergency Clause voted upon and approved separately, on the 6th day of March, 2023.

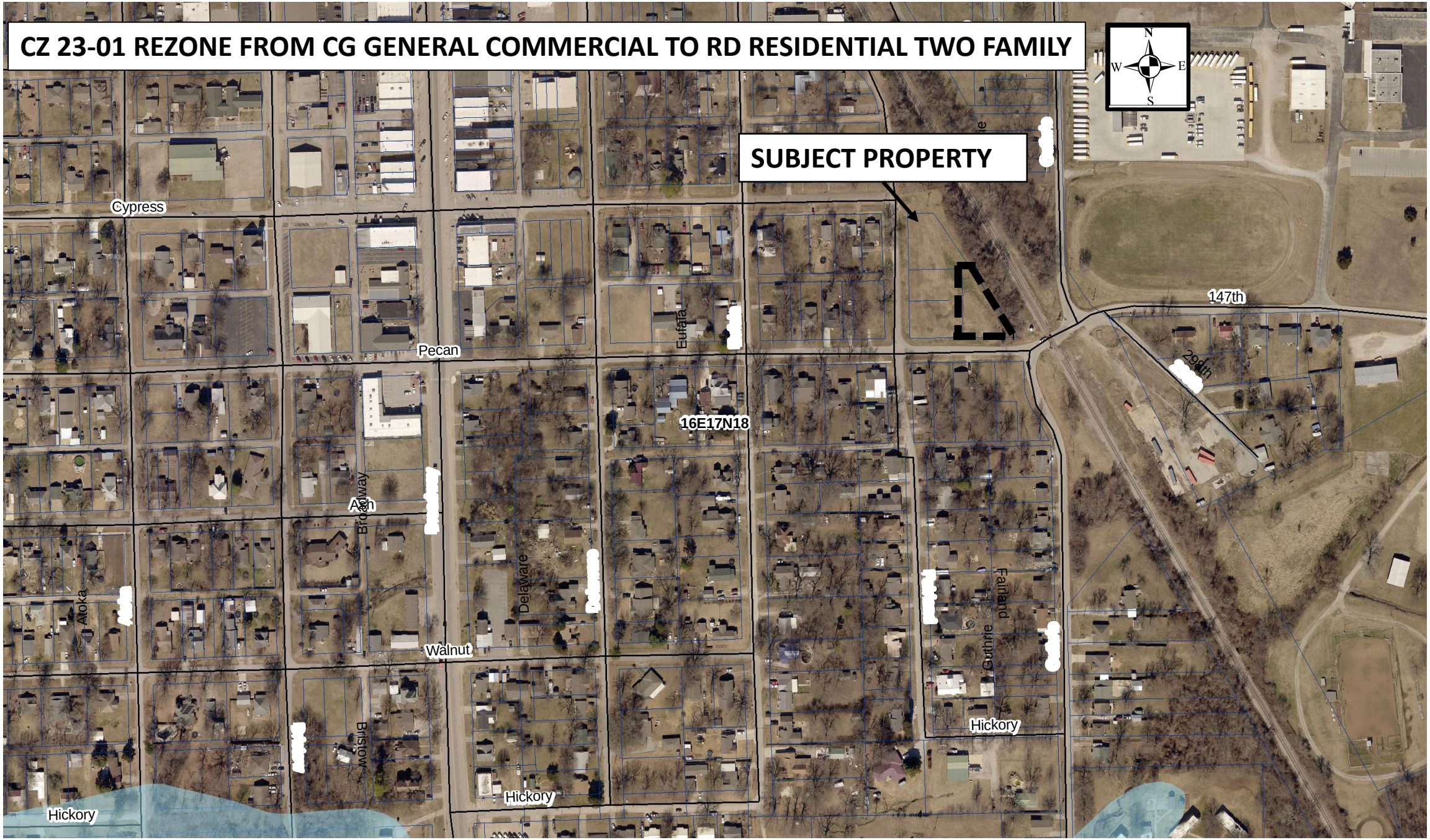
_____
Evette Young, Mayor

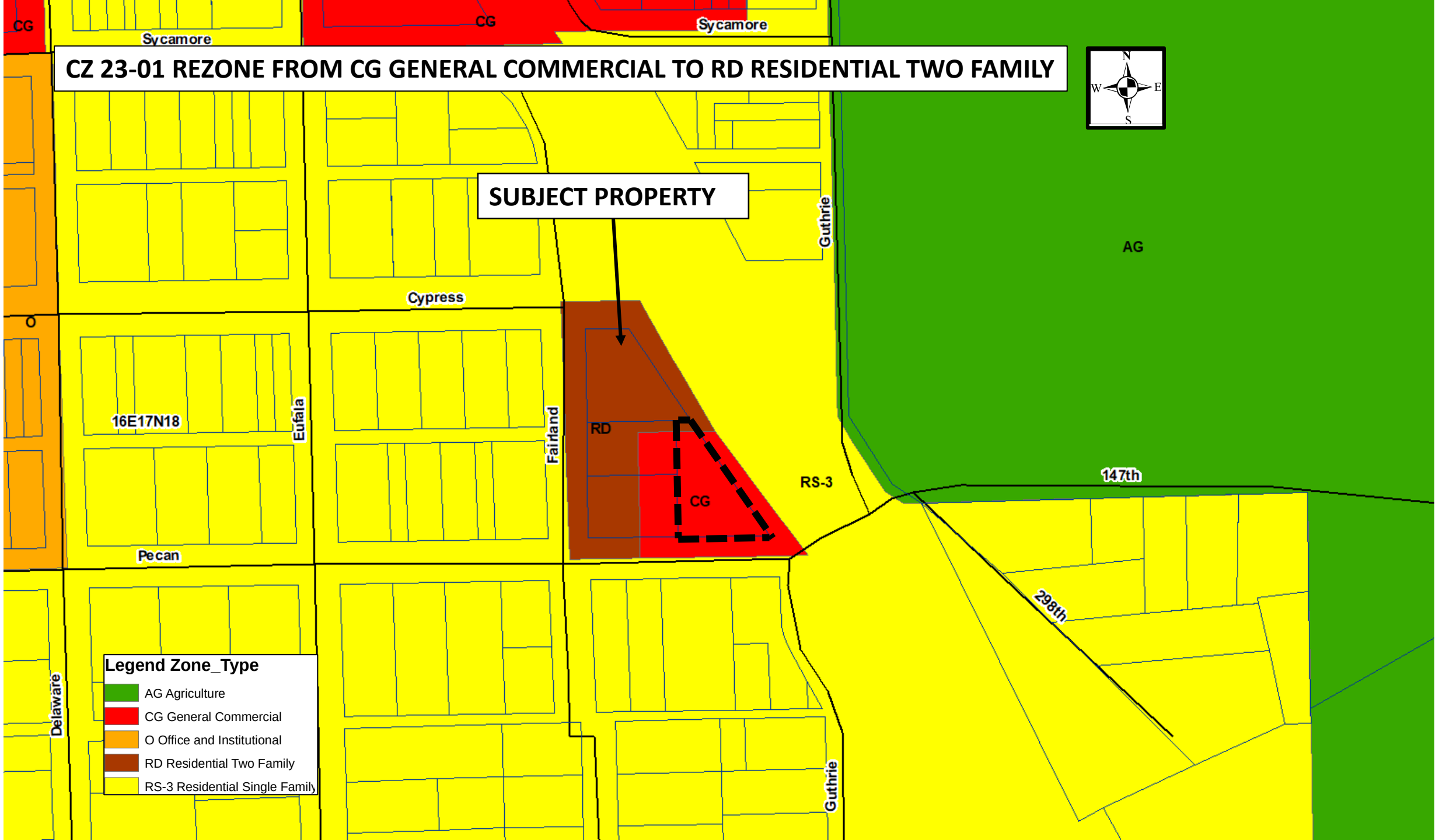
ATTEST:

_____
Julie Casteen, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Ronald D. Cates, City Attorney


CZ 23-01 REZONE FROM CG GENERAL COMMERCIAL TO RD RESIDENTIAL TWO FAMILY
SUBJECT PROPERTY
N
W
E
S
Cypress
Pecan
Eufala
147th
29th
16E17N18
Ash
Broadway
Delaware
Atoka
Walnut
Fairland
Guthrie
Hickory
Bristow
Hickory
Hickory


CZ 23-01 REZONE FROM CG GENERAL COMMERCIAL TO RD RESIDENTIAL TWO FAMILY
SUBJECT PROPERTY
N
W
E
S
CG
Sycamore
CG
Sycamore
Guthrie
AG
Cypress
O
16E17N18
Eufala
Fairland
RD
CG
RS-3
147th
Pecan
298th
Delaware
Guthrie
Legend Zone_Type
AG Agriculture
CG General Commercial
O Office and Institutional
RD Residential Two Family
RS-3 Residential Single Family

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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Signature Approval on Emergency Medical Dispatch Agreement
Date: February 2,2023

BACKGROUND

Currently the Coweta Fire and Police Dispatch Center is using an out-of-date emergency card system. We believe these booklets were purchased around January 2005 from PowerPhone.com.

The current Fire Chief along with the Communication Supervisor believe it is time to upgrade to a newer current Emergency Medical card system.

BENEFITS

If allowed to enter into this agreement the city will receive up-to-date Training, the Trainer instructional classes which the Communication Supervisor will attend on-line and then instruct our current E-911 dispatchers on the proper use and updating procedures on the EMD cards. It will also ensure that the city receives up to date information and replacement cards when required.

COSTS

The cost for the training will be $1,871 with recertification for all dispatchers every 2 years at $30 pp and recertification for the instructor every 2 years at $95.00. The funds will be taken from the E-911 Travel and Training fund 18-5305.087.

STAFF RECOMMENDATION

Staff recommends the City Councils approval allowing the Mayor to sign the Emergency Medical Dispatch Agreement.

ATTACHMENTS

Quote from APCO Institute
Agreement

Agreement

This Agreement is made and entered into this 6th day of March, 2023, (the "Effective Date") by and between the Association of Public-Safety Communications Officials International, Inc., 351 N Williamson Blvd, Daytona Beach, FL, 32114-1112, a Florida non-profit corporation, ("APCO") and City Of Coweta - OK at P.O. Box 850, Coweta, OK 74429 ("Agency").

WHEREAS, APCO has developed and offers for purchase an Emergency Medical Dispatch Program (hereafter "EMD Program"); and

WHEREAS, Agency desires to purchase and utilize the EMD Program; and

WHEREAS, the parties desire to memorialize their agreement regarding same.

NOW, THEREFORE, in light of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. APCO's Obligations. APCO agrees to provide the products and services purchased by Agency in accordance with the Emergency Medical Dispatch Program Implementation Guide (the "Implementation Guide"), attached hereto as Exhibit A and as amended from time to time. The products and services purchased by Agency are described on Exhibit B.

2. Agency's Obligations. Agency agrees to utilize the products and services purchased by the Agency in strict compliance with the requirements provided in the Implementation Guide, including but not limited to training of instructors and employees, re-certification, and preparation, customization and utilization of guidecards. Agency further acknowledges and agrees that it will notify APCO immediately of any change in its contact personnel or address, but in no event later than thirty (30) days from the change in personnel. Agency acknowledges and agrees that the Implementation Guide may be modified at any time by APCO and that Agency will comply with any new requirements within thirty (30) days of receipt of the new Implementation Guide.

3. Medical Director; Guidecard Modifications. Agency also specifically acknowledges its responsibility to engage a local medical director to assist the agency in customization of the Agency guidecards. APCO will not perform any edits to any guidecards unless the edits have been specifically approved by the Agency's medical director. Agency agrees that it shall notify APCO immediately if its medical director changes during the term of this Agreement. Agency further acknowledges and agrees that only APCO can make edits to the guidecards and that Agency will not make any edits to its guidecards.

4. Fees. The total fees for the products and services, (excluding the Software, the License Fee for which is described in Exhibit C) are described on Exhibit B ($3,064.22). Agency acknowledges and agrees that additional fees will be charged for customization of guidecards beyond two rounds of editing, and for renewal and re-certification of instructors

and employees.

5. Payment Terms. Agency agrees to pay the Total Fees on the Effective Date. In addition, Agency shall pay all renewal, re-certification, and any other additional fees upon ordering such products or services from APCO. Agency acknowledges and agrees that APCO shall not provide any products or services until all payments for such products and services are received by APCO. Payments are non-refundable once made.

6. Agency's Representations and Warranties. Agency represents and warrants that: (i) it is, and shall remain, in compliance with all applicable laws, regulations, and ordinances, all obligations in the Implementation Guide, and all representations made to APCO; and (ii) that the content, materials, and intellectual property supplied and utilized by Agency do not infringe the trademark, copyright, patent, or other rights of any third party.

7. Compliance Audit. Agency agrees that APCO may audit the Agency at any time during the term of the Agreement, or any time thereafter if APCO reasonably believes that the EMD Program is still being utilized beyond the term of the Agreement, to ensure Agency's compliance with the Implementation Guide and any amendments thereto. APCO may audit Agency no more than twice a year and the audits must be performed during normal business hours. Agency agrees to make all records and personnel available for this purpose, so long as APCO provides no less than ten (10) business days' notice of its intent to audit Agency. Agency agrees to fill out and return any compliance audit forms requested by APCO within thirty (30) days of receipt thereof.

8. Term; Termination. This Agreement shall commence on the Effective Date and terminate upon completion of all parties obligations hereunder, unless earlier terminated as provided herein. Either party may terminate this Agreement upon ten (10) days written notice to the other. Regardless of which party terminates the Agreement, and regardless of cause, Agency acknowledges and agrees that it will pay all fees and costs incurred up to and including the termination effective date, including any pro rata portion of the fees for work completed by APCO between payments outlined in paragraph 5. APCO may terminate this Agreement immediately at any time upon APCO's determination that Agency is not in compliance with any of its obligations hereunder. Agency agrees that upon termination, it will immediately return all copies of the guidecards to APCO without further notice or payment.

9. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, APCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Indemnification. To the extent permitted by applicable laws, agency agrees to indemnify, defend, and hold harmless APCO from and against any action brought against APCO, by any participant or third party, with respect to any claim, demand, cause of action, debt, or liability, including reasonable attorneys' fees, to the extent that such action is based upon, or in any way related to, the EMD Program or Agency's utilization thereof.

11. Limitation of Liability. **EXCEPT WITH RESPECT TO THIRD PARTY CLAIMS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY AGAINST WHICH A CLAIM IS MADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE NOTWITHSTANDING, APCO's LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY AGENCY UNDER THIS AGREEMENT.**

12. Acknowledgment. Each party to this Agreement represents that it has carefully read this Agreement and knows and understands the contents hereof, that it has signed this Agreement as its own free act without any duress, coercion, or undue influence by or on behalf of any other party, and that it has had the benefit of counsel of its own choice in connection with the negotiation and execution of this Agreement

13. Survival. Upon termination of this Agreement, the provisions of paragraphs 6 through 14 shall survive.

14. General Provisions.

a. Entire Agreement. This Agreement (including the Exhibits) comprises the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to, the subject matter hereof. This Agreement may only be amended by a writing signed by both parties.

b. Order of Precedence. In the event of a conflict between this Agreement and any Exhibit hereto, this Agreement shall prevail.

c. Notices. All notices, requests, consents and other communication hereunder shall be in writing, shall be addressed to the receiving party's address as listed above or as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by e-mail or facsimile transmission, or (iii) sent by overnight courier. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by e-mail or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, or (iii) if sent by overnight courier, on the next business day following the day such mailing is made

d. Attorneys' Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs reasonably incurred, including but not limited to, reasonable attorneys' fees, whether incurred in settlement, at trial, on appeal, or in bankruptcy. The parties acknowledge and agree that a court may determine that, as to any litigation, there may be more than one "prevailing party" as to the various issues raised in the litigation, and that costs may be awarded ratably to the extent that each party has prevailed.

e. Severability. The parties agree that all terms and conditions contained herein are severable, and in the event that any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid provisions were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect

f. Further Assurances. The parties hereto shall at any and all times, upon request by the other party, or its legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore.

g. Waiver. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

h. Choice of Law. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the defending party without regard to conflicts of laws principles. The parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively within the courts of the defending party and the parties irrevocably consent and submit to the jurisdiction of, and venue in, the aforementioned courts, and further waive any claim that a proceeding brought therein has been brought in an inconvenient forum.

i. Assignability. Agency shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of APCO, and any attempt of assignment or transfer without such consent shall be void. APCO may assign or transfer any of its rights or obligations hereunder

j. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document. This Agreement may be executed by facsimile signature.

k. Headings. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement

l. Force Majeure. Neither party shall be deemed in breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

m. Taxes. Unless Agency is an exempt entity, Agency shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the

transactions contemplated by this Agreement. Agency agrees to promptly pay to APCO an amount equal to any such items actually paid, or required to be collected or paid by APCO. If Agency is an exempt entity, Agency will provide APCO with proof of exemption in writing within thirty (30) days of APCO's written request of such proof.

IN WITNESS WHEREOF, the parties by and through their undersigned representatives, possessing full right, authority, and approval to enter into this Agreement, have executed this Agreement as of the day and year first above written.

APCO International:	Agency:
Signature: _____	Signature:_____
Name: Dorothy Cave	Name: Evette Young
Title: EMD Manager	Title: Mayor

EXHIBIT A
(Implementation Guide)

APCO Emergency Medical Dispatch Program Implementation Guide

ABOUT THE APCO EMD PROGRAM

APCO's EMD program is based on the following EMD National Standards: National Highway Traffic Safety Administration (NHTSA) curriculum for EMD, ASTM International, and current American Heart Association (AHA) guidelines.

EMD is a systematic, criteria-based program that provides the tools and training to prepare public safety telecommunicators to provide pre-arrival instructions for medical calls for service. The APCO EMD Program includes customizable paper guide cards; configurable IntelliComm® software; industry-leading training and certification and robust customer support throughout the implementation process.

Trained public safety professionals use the guidecards and software to quickly and properly triage the nature and priority of the call. They then dispatch the appropriate response, give the caller pre-arrival instructions until responders arrive on-scene.

THE APCO DIFFERENCE

Unlike other EMD programs that are available, APCO's program is criteria-based – not protocol-based. This important distinction means that – at any point during the call – the telecommunicator can dispatch assistance.

With APCO's program, you are not required to waste valuable response time asking a required series of questions before dispatching resources to the scene. By allowing you to "Dispatch Now," telecommunicators are able to dispatch as soon as it is necessary to do so.

APCO EMD ensures the agency can customize and configure based on their jurisdictional needs. Agencies can train staff with an in-house EMD instructor, saving valuable training dollars. This also allows flexibility in training schedules.

Other APCO differences include:

- **Local Control** – ECC staff works with their medical director and local emergency medical services community to customize guidecards to meet unique jurisdictional needs.
- **Paper Guidecards** -- We'll provide you with our standard guidecard set, based on the NHTSA ASTM national standards. You may use these as is or use them as a baseline for your unique agency edits.
- **APCO IntelliComm® Software, supported by IBM Watson Analytics** – Combine your paper guidecards with our powerful APCO IntelliComm® guidecard software to revolutionize your ECC with features such as:
    - Easy navigation between EMD, Fire and Law Enforcement disciplines
    - Cloud-based solution with nothing installed on your ECC hardware
    - Accessed via a browser such as Chrome or Firefox
    - Call transcript analysis for optimized Quality Assurance
- **Training Options** – We make it convenient to get the training necessary to implement APCO's

EMD Program at your agency. Our adjunct instructors are standing by to teach your staff live or online. Or we'll certify a staff person at your ECC to train others.

IMPLEMENTING THE APCO EMD PROGRAM

The APCO Institute Emergency Medical Dispatch (EMD) Implementation Guide is designed to provide guidance to agencies implementing or researching the EMD program. The guide covers all aspects of implementing and maintaining a successful EMD program.

EMD is a comprehensive program that requires the completion of sequences of steps and procedures in a timely fashion. With input from the emergency communications center (ECC) manager/director, medical director, and others, complete implementation of APCO's EMD Program should take no more than six months.

Within that six-month timeframe the implementation process includes the following steps. APCO's EMD staff will be involved at every step of the way to provide assistance and guidance.

- **Identify physician to serve as your agency's medical director**
  The medical director provides medical oversight for your EMD program by providing management, accountability and direction for agency guidecards, staff training and quality assurance processing. The physician has the authority to work with APCO staff to change guidecard verbiage to meet your agency's specific jurisdictional needs.

- **Establish an EMD Committee**
  The committee will work with your agency medical director to determine what changes need to be made to guidecards to meet your agency needs.

- **Identify staff person to serve as your EMD Manager**
  This individual will become certified as an APCO EMD Manager and will provide administrative oversight to your program. The EMD Manager is responsible for working closely with the medical director and to ensure that 7 to 10% of all EMD calls are reviewed and assessed for QA/QI purposes.

- **Identify staff person to serve as your EMD Instructor**
  If you choose to conduct your APCO EMD training in-house, you will select an individual to serve as your agency's in-house trainer. This individual will become certified in APCO's *Emergency Medical Dispatcher* and *Emergency Medical Dispatch Instructor* curriculum and train other staff members in EMD.

- **Medical director, EMD committee and EMD manager review and revise (if necessary) APCO's baseline, draft paper guidecards**

- **Agency submits edited guidecards to APCO**

- **APCO approves and edits guidecards and returns to agency for final approval**

- **Medical director provides sign-off on final guidecard set**

- **APCO prints, packages and ships paper guidecard racks to agency**

- **Agency EMD instructor orders textbooks and conducts training of other agency staff members in APCO's *Emergency Medical Dispatcher* curriculum**

- **APCO begins configuration of IntelliComm® software to match guidecard changes**

- **IntelliComm® software deployed**

- **APCO conducts IntelliComm® training for staff**

- **Agency begins processing EMD calls**

CONTINUED COMPLIANCE WITH THE APCO EMD PROGRAM

After you implement your EMD Program, APCO staff will continue to work with you to ensure that your program meets your changing needs and that it remains compliant with APCO program guidelines.

Ongoing compliance is assessed via an audit process that includes self-audits and onsite audits by APCO EMD staff. It is vital that you keep your EMD training and records up-to-date. This will help ensure that any audit process goes smoothly and quickly.

- **Agency Self Audit**
  Self-audits are completed by the agency on a regular basis at the request and discretion of APCO. Agencies receive self-audit documents via email and have 30 days to complete the audit.

- **Onsite Agency Audit**
  An onsite agency audit may be conducted by – and at the discretion of -- APCO's EMD staff in the event that complaints or concerns are received regarding agency or EMD instructor compliance. The APCO EMD Program Manager and agency contact/Director/Manager will work together on all compliance issues before the live audit dates are established. Examples of non- compliance are: expired EMD certifications, expired EMD Instructor certification, complaints in reference to training and/or trainer, forgery of any APCO document.

  These in-person audits will be conducted at the agency, during normal business hours, with no fewer than ten (10) days' notice. They are done at the agency's expense. During the audit, the agency must agree to make training records and personnel available. A second, follow-up in- person audit will be conducted at the agency's expense within twelve (12) months to ensure ongoing compliance.

For more information about APCO's EMD Program, contact us at emd@apcointl.org.

EXHIBIT B
Total Fees
(Services)

Quantity	Product Name	Sales Price	Total Price
2	EMD Guidecard Racks/Binders	$329.00	$658.00
1	Guidecard Customization	$529.00	$529.00
1	Emergency Medical Dispatcher ONLINE	$419.00	$419.00
1	Emergency Medical Dispatcher Instructor ONLINE	$489.00	$489.00
1	EMD Restricted Medical (Paramedic or EMT w/ALS)	$169.00	$169.00
1	Emergency Medical Dispatcher Manager ONLINE	$249.00	$249.00
1	Individual Membership Full	$96.00	$96.00
4	EMD Student Course Manual	$99.00	$396.00

Shipping & Handling	$59.22
Grand Total	**$3,064.22**

Training Estimate ID: 00002464

Date: 1/26/2023

Prepared For: Melissa Ash

City Of Coweta - OK
P.O. Box 850,
Coweta, OK 74429
918.272.7252

APCO Institute Training Estimate

APCO International
351 N Williamson Blvd
Daytona Beach, FL 32114
386-322-2500

Estimate for Training Products & Manuals

Quantity	Product Name	Sales Price	Total Price
1	Public Safety Telecommunicator ONLINE - Kaylea Riley	$379.00	$379.00
1	Emergency Medical Dispatcher ONLINE - Kaylea Riley	$439.00	$439.00
1	PST Instructor Course ONLINE - Kaylea Riley	$509.00	$509.00
1	Instructor Upgrade Application	$169.00	$169.00
5	Medical Only Course	$75.00	$375.00

**Actual costs, including shipping and the purchase of additional course manuals, will be determined at the time of registration for training courses. Late fees may apply.*

Estimated Total: $1,871.00

Future Cost, as needed

Discipline Recertification every 2 years $30.00
(Public Safety Telecommunicator, Law Enforcement, Fire Service, EMD Manager,
Communication Center Supervisor, and Communications Training Officer)
Discipline Recertification every 2 years (Instructor) $95.00

CPR Requirement for EMD

EMD students must have successfully completed an instructor-led, formal 40-hour telecommunicator certification course and hold a current CPR certification from the American Heart Association, American Red Cross, or equivalent to satisfy the EMD prerequisites.

APCO Training Courses

Please access APCO's Schedule and Registration page for a comprehensive list of the courses we offer, their pre-requisites, pricing and upcoming course dates open for registration (www.apcointl.org/training).

Registering for Training

In order to register people from your agency, you will need to be listed as a Training Coordinator in the APCO system. To gain access and/or establish permissions to these functions, please contact the Authorized Signatory of your agency or, if authorized, become one by accessing the APCO site and clicking on the Manage Authorized Personnel button from the My Organization page to start the process. Find out more information at www.apcointl.org/training/instructors.

After you have agreed to the terms, you may set yourself or someone else as the Training Coordinator for your agency so that you may register others from your agency for upcoming courses through our Schedule and Registration page as well as view your agency's training records through Training Central.

TRAINING ESTIMATE
DO NOT PAY

Membership Pricing

Individual Full Member Dues

Tier 1	$100
Tier 2 (OR, LA, CA)	$131
Associate Dues	$76

Public Safety Practitioner Group

Level 1 - 10 - Tier 1	$361	Level 1 - 10 - Tier 2	$451
Level 11 - 25 - Tier 1	$935	Level 11 - 25 - Tier 2	$1,179
Level 26 - 50 - Tier 1	$1,719	Level 26 - 50 - Tier 2	$2,178
Level 51+ - Tier 1	$2,514	Level 51+ - Tier 2	$3,187

Visit the APCO Membership page for more information at www.apcointl.org/membership

Shipping and Billing Addresses

Ship To		**Bill To**	
Name	City Of Coweta - OK	Name	City Of Coweta - OK
Address	P.O. Box 850	Address	P.O. Box 850
City / State / Zip	Coweta OK 74429	City / State / Zip	Coweta OK 74429

Training Estimate Prepared by:
Shellie Johnson
IntelliComm Sales Manager
(386) 944-2471
johnsonsh@apcointl.org

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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: Inflation/Retention Stipend
Date: March 3, 2023

BACKGROUND

Sales tax revenues for the period of March 2022 to February 2023 are 17.3% over the original estimates. While much of the windfall will be used toward capital projects, staff recommends sharing the overage with employees through an inflation/retention stipend.

Inflation is battering our employees like everyone else, with our lower-paid employees being hardest hit due to surging food and housing costs. The City also continues to struggle with turnover as employees leave for higher paying jobs.

To that end, staff recommends a 5% stipend to be paid to all employees based on gross wages earned over the last 12 months from 3/1/2022 to 2/28/2023.

The cost impact of the 5% stipend for the General fund is as follows:

Expense	Amount
Salaries	$118,525
FICA tax	$2,871
Medicare tax	$1,719
Retirement	$7,708

Due to staffing gaps, the FY23 General Fund Budget can absorb the stipend with no supplemental appropriation needed.

STAFF RECOMMENDATION

Staff recommends approval of the retention/inflation stipend for all employees.

ATTACHMENTS:

None.

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Mémorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Resolution 2023-08
Date: 3/06/2023

BACKGROUND

In 2002, the City of Coweta annexed certain properties into the city limits anticipating future growth to the east. To date, and for the foreseeable future, that growth has not occurred. Since the annexation, the City has taken on the responsibility to maintain certain infrastructure in the area that serves four residential properties in the City and approximately 30 residential properties in the unincorporated area. The costs to maintain that infrastructure continue to grow as the city works to improve infrastructure serving higher density properties in the developed areas.

Once de-annexed, the property owners, or their successors, will be able to apply for annexation when the need for higher intensity city services becomes necessary in the future.

If the Resolution is approved, staff will inform the affected property owners of the intent to de-annex them from the city limits and will develop the necessary property descriptions for the ordinance of de-annexation. Council would be able to act on the ordinance at the May 1, 2023 meeting.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 2023-08.

ATTACHMENTS

Resolution 2023-08

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA PROVIDING NOTICE OF INTENT TO DETACH CERTAIN PROPERTIES FROM THE CORPORATE LIMITS OF THE CITY OF COWETA.

WHEREAS, The City of Coweta annexed certain properties in Sections 15, 16, and 17 on the north side of Highway 51 into the city limits in May of 2002 with Ordinance 568; and,

WHEREAS, the properties are currently zoned Agriculture (AG) in the City of Coweta and do not require all of the municipal services generally provided by Coweta; and,

WHEREAS, the owners of said properties are not yet ready to develop these properties for commercial or residential uses; and,

WHEREAS, in accordance with 11 O.S.§21-110 the City may adopt an ordinance to detach properties that are currently within the corporate limits of the City; and

WHEREAS, the owners of the property, or their successors, may request to be annexed into the City when the need for additional municipal services at those properties becomes more imminent.

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

SECTION 1 the City Council desires to detach these properties until such time that additional municipal services are required.

SECTION 2 the City Council directs the City Manager to notify the affected property owners in writing of the proposed detachment.

SECTION 3 the City Council sets May 1, 2023 at 6:00 p.m. at the Coweta City Hall as the time and place for the City Council to take action pertaining to this detachment.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 6th day of March 2023.

_____
Evette Young, Mayor

ATTEST:

_____
Julie Casteen, City Clerk

APPROVED:

_____
Ronald D. Cates, City Attorney

Affected Properties

Write a description for your map.

Legend

E 141st St S

E 141st St S

51

51

51

51

351

147th St

330th E Ave

S 332nd E Ave

N4160 Rd

Google Earth

N

1000 ft