



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 4, 2019 6:00 P.M.

I. MEETING PROCEDURE

(Comments on all agenda items will be heard 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 by staff and the Council have been heard.)

II. CALL TO ORDER

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

EVETTE MORRIS ____
HAROLD CHANCE ____
STEVE SINCLAIR ____
JOHN McCrackin ____
RANDY WOODWARD ____

V. 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.)

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. Minutes for February 4, 2019 Meeting

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

Documents:

[COUNCIL 02-04-19.PDF](#)

2. FY19-20 Budget Calendar

Approval of the Budget Calendar for Fiscal Year ending June 30, 2020.

Documents:

[FY20 BUDGET CALENDAR.PDF](#)
[2019-03-04-BUDGET CALENDAR.PDF](#)

VII. OLD BUSINESS

1. Joint Resolution for Sanitary Sewer Connection Fees

Discussion and possible action on the adoption of a Resolution 2019-05, a joint resolution of the City Council and the Board of Trustees of the Coweta Public Works Authority setting fees for connecting to the public sanitary sewer system and reserving those fees collected for costs related to debt

service and system expansion.
(Roger Kolman, City Manager)

Documents:

[190304 STAFF REPORT ON JOINT RESOLUTION SANITARY SEWER FEES.PDF](#)
[190304 RESOLUTION ON SANITARY SEWER TAP FEES.PDF](#)

2. Comprehensive Plan Update

Discussion and possible action on a request to approve an Agreement for Planning Services with the Indian Nations Council of Governments for the update of the Coweta Comprehensive Plan.
(Roger Kolman, City Manager)

Documents:

[190304 STAFF REPORT ON COMPREHENSIVE PLAN UPDATE.PDF](#)
[190304 AGREEMENT FOR COMPREHENSIVE PLAN UPDATE.PDF](#)

3. Lease Agreement with American Legion Post 226

Discussion and possible action to approve a Lease Agreement with the American Legion Zoal Stringer Post 226 regarding real property generally located at the southwest corner of the intersection Highway 72 and W Pecan Street in Coweta, Oklahoma.
(Roger Kolman, City Manager)

Documents:

[190304 STAFF REPORT ON LEASE AGREEMENT.PDF](#)
[190304 LEASE AGREEMENT AMERICAN LEGION.PDF](#)

4. Library Roof Repair

Discussion and possible action to approve the award of a bid to A-Best Roofing in the amount of Ninety Three Thousand Seven Hundred Seventy Seven Dollars (\$93,777.00) for the repair of the roof at the Coweta Public Library and to authorize the City Manager to execute all documents related thereto.
(Chip Cohrs, Community Development Director)

Documents:

[190304 STAFF REPORT ON LIBRARY ROOFING PROJECT.PDF](#)
[ADDENDUM 1 COWETA LIBRARY 2-25-2019.PDF](#)
[A-BEST ROOFING BID.PDF](#)
[BID TAB.PDF](#)

5. CDBG 2018 Resolution

Discuss and possibly adopt Resolution 2019-04 Authorizing the Mayor and City Manager to execute documents related to the City of Coweta's Community Block Grant (17290 CDBG 18) for Water System Improvements.
(Chip Cohrs Community Development Director/Andy Armstrong)

Documents:

[RESOLUTION 2019-04.PDF](#)

6. Final Plat Spradlin Estates

Discussion and possible action on the approval of the Final Plat for Spradlin Estates Phase I, a residential subdivision located approximately a half mile north of the intersection of 131st Street South and 273rd East Avenue in part of the Northwest Quarter of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, Oklahoma. Owner/Developer Ron Spradlin.
(Chip Cohrs, Community Development Director)

Documents:

[STAFF REPORT FINAL PLAT.PDF](#)
[SCAN0116 1.PDF](#)

7. Annexation Ordinance

Discussion and possible action on the adoption of Ordinance 803 (Amended) an Ordinance of the City of Coweta, Oklahoma accepting, adding, and annexing land located in Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, to the City of Coweta, 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; providing a service plan for the the annexed area; directing notification; and declaring an emergency.

(Chip Cohrs, Community Development Director)

Documents:

[STAFF REPORT ON ANNEXATION.PDF](#)
[ORDINANCE NO. 803 AMENDED.PDF](#)
[ANNEXATION LOCATION MAP.PDF](#)

8. Declaring an emergency on Ordinance 803 (Amended)

Discussion and possible action declaring an emergency for Ordinance No. 803 (Amended), making it effective immediately upon publication.

VIII. NEW BUSINESS

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

IX. ADJOURNMENT

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

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
FEBRUARY 4, 2019

6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, February 4, 2019, at 6:00 p.m. in the Coweta City Hall, 310 South Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Steve Sinclair, John McCrackin, Randy Woodward.

COUNCILMEMBERS ABSENT: None.

STAFF PRESENT: Roger Kolman, Brittany Long, Rob Werley, Chip Cohrs, Julie Casteen, Mike Bell, Greg Edwards, Paula Emmons, Tom Young.

- I. The meeting was called to order by Mayor Morris.
- II. Pledge of Allegiance given.
- III. Roll call taken. Councilmembers present and absent as shown above.
- IV. GENERAL CITY COUNCIL COMMENTS

No City Council Comments.

V. CONSENT

Motion by Harold Chance, second by Steve Sinclair, to approve consent calendar items:

1. Minutes of the Coweta City Council Regular Meeting held on January 7, 2019.
2. Quarterly financial results and operational activities of the City of Coweta's 911 system in accordance with 63 O.S. §2815(F).
3. Declaration of surplus on the following and authorized the City Manager to dispose of accordingly: black cabinet and parrot bench.

Aye: Randy Woodward
John McCrackin
Steve Sinclair
Harold Chance
Evette Morris

VI. OLD BUSINESS

Clint Everhart with Arledge & Associates presented the annual audited financial statements for fiscal year ended June 30, 2018. He reviewed a summarized version of the Financial Statements and Auditor's Report and stated that the City of Coweta received an

unmodified, clean opinion. He also mentioned that governmental activities net position increased by 6.5% or \$1 million but business-type activities decrease 37.8% or \$4 million due to prior period adjustments. The total net position is \$23.1 million.

Discussion held regarding possible action on the adoption of Resolution No. 2019-03, a Joint Resolution of the City Council of the City of Coweta, Oklahoma and the Trustees of the Coweta Public Works Authority waiving the audit requirements of Section 8 of a certain Agreement of Compromise, Settlement and Release for the calendar year ended December 31, 2018. City Manager Roger Kolman presented information regarding the need to waive the audit requirements with Wagoner County Rural Water District No. 5 due to minimal transactions.

Motion by Harold Chance, second by Randy Woodward, to approve the adoption of Resolution No. 2019-03, a Joint Resolution of the City Council of the City of Coweta, Oklahoma and the Trustees of the Coweta Public Works Authority waiving the audit requirements of Section 8 of a certain Agreement of Compromise, Settlement and Release for the calendar year ended December 31, 2018.

Aye: Randy Woodward
John McCrackin
Steve Sinclair
Harold Chance
Evette Morris

Discussion held regarding possible action on the adoption of Ordinance No. 813, an Ordinance amending Ordinance No. 377 rezoning a tract of land from CG General Commercial Zoning District and creating a Planned Unit Development (PUD-R 19-01) for a tract of land located north of East 111th Street South and west of South 273rd East Avenue, in the City of Coweta, Wagoner County, Oklahoma, as more particularly hereinafter described, repealing all ordinances or parts of ordinances in conflict herewith and declaring an emergency. Community Development Director Chip Cohrs stated that the Planning Commission held a public hearing on January 28, 2019 and recommends approval. During the Planning Commission meeting, the main concern was flooding and drainage but the developer will create detention ponds to correct these issues.

Motion by Harold Chance, second by Steve Sinclair, to approve the adoption of Ordinance No. 813, an Ordinance amending Ordinance No. 377 rezoning a tract of land from CG General Commercial Zoning District and creating a Planned Unit Development (PUD-R 19-01) for a tract of land located north of East 111th Street South and west of South 273rd East Avenue, in the City of Coweta, Wagoner County, Oklahoma, as more particularly hereinafter described, repealing all ordinances or parts of ordinances in conflict herewith and declaring an emergency.

Aye: Randy Woodward
John McCrackin
Steve Sinclair
Harold Chance
Evette Morris

Discussion held regarding possible action declaring an emergency for Ordinance No. 813, making it effective immediately upon publication.

Motion by Steve Sinclair, second by Randy Woodward, to declare an emergency for Ordinance No. 813, making it effective immediately upon publication.

Aye: Randy Woodward
John McCrackin
Steve Sinclair
Harold Chance
Evette Morris

Discussion held regarding possible action on the adoption of Ordinance No. 814, an Ordinance amending Ordinance No. 377 rezoning a tract of land from AG Agriculture District to IL Light Industrial District and approving CZ 19-02 for a tract of land located on East 164th Street South adjacent to the Wastewater Treatment Facility in Section 30, Township 17 North, Range 16 East of the Indian Base and Meridian, City of Coweta, Wagoner County, Oklahoma, repealing all ordinances or parts of ordinances in conflict herewith and declaring an emergency. Community Development Director Chip Cohrs stated that the property wanting rezoned is 60 acres that the city owns and the request is in attempt to zone it for the best uses for the property, such as a possible growing facility for marijuana.

Motion by Harold Chance, second by Evette Morris, to approve the adoption of Ordinance No. 814, an Ordinance amending Ordinance No. 377 rezoning a tract of land from AG Agriculture District to IL Light Industrial District and approving CZ 19-02 for a tract of land located on East 164th Street South adjacent to the Wastewater Treatment Facility in Section 30, Township 17 North, Range 16 East of the Indian Base and Meridian, City of Coweta, Wagoner County, Oklahoma, repealing all ordinances or parts of ordinances in conflict herewith and declaring an emergency.

Aye: Randy Woodward
John McCrackin
Steve Sinclair
Harold Chance
Evette Morris

Discussion held regarding possible action declaring an emergency for Ordinance No. 814, making it effective immediately upon publication.

Minutes of the Coweta City Council Regular Meeting held February 4, 2019

Motion by Steve Sinclair, second by Randy Woodward, to declare an emergency for Ordinance No. 814, making it effective immediately upon publication.

Aye: Randy Woodward
John McCrackin
Steve Sinclair
Harold Chance
Evette Morris

VII. NEW BUSINESS

There was no new business.

VIII. ADJOURNMENT

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

Evette Morris, Mayor

Brittany Long, City Clerk

CITY OF COWETA
BUDGET CALENDAR FOR FISCAL YEAR 2019-2020

2/25/2019

ACTION	PARTIES INVOLVED	LEGAL DEADLINE	ACTUAL DEADLINE
Prepare FY20 revenue estimates and FY19 revenue projections for all funds	Julie Casteen	N/A	March 1, 2019 (Friday)
Prepare FY20 preliminary (base) budget estimate for operating funds	Julie Casteen	N/A	March 4, 2019 (Monday)
Set up worksheets into Incode and send to Dept Heads	Julie Casteen	N/A	March 6, 2019 (Wednesday)
Department Budget Worksheets submitted to Assistant City Manager	Department Heads	N/A	March 25, 2019 (Monday)
Meet with Dept Heads	Julie/Roger	N/A	March 28-29, 2019 (Thu-Fri)
Final draft Fiscal Year 2020 budget document for all funds	Julie Casteen	N/A	April 15, 2019 (Monday)
Budget Workshop	City Council/ City Manager/Dept Heads	N/A	April 26, 2019 (Friday)
Notice of budget hearing deadline to Newspaper	Julie Casteen	Friday prior to Wednesday Publication	May 17, 2019 (Friday)
Prepare Final Proposed Budget summaries of revenues by source, summary of expenditure by department to submit to City Council	Julie Casteen	Not less than 30 days prior to the beginning of the budget year	May 17, 2019 (Friday)
Publish notice of budget hearing & have draft budgets available to public in City Clerks' Office	Julie Casteen	Not less than 5 days prior to day of the hearing	May 22, 2019 (Wednesday)
Public Hearing	City Council/Julie Casteen	Not less than 15 days prior to the beginning of the new budget year	June 3, 2019 (Monday)
City Council/Trusts will consider adoption of the FY20 budget	City Council/Trusts	Not less than 7 days prior to the beginning of the new budget year	June 3, 2019 (Monday)
Print & File adopted budget with Oklahoma State Auditors Office	Julie Casteen	On or before the first day of the new budget year	June 10, 2019 (Monday)
			Legal Deadlines to Remember: June 1 - Submit budget to City Council June 11 - Publish notice of public hearing June 15 - Public Hearing June 24 - Budget Adoption July 1 - Budget filed with OK State Auditors Office Within 15 days of filing with State Auditor, any taxpayer may protest alleged irregularities (sinking fund appropriations only)

FY 2019-2020 Budget Calendar

March 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	1	2
					Revenue Projections	
3	4	5	6	7	8	9
	City Council/ Trust Meetings		Send worksheets to Dept Heads			
	Prepare Base Budget					
10	11	12	13	14	15	16
17	18	19	20	21	22	23
	Spring Break					
24	25	26	27	28	29	30
	Budget Worksheets and Capital Requests From DH Due to Julie			Preliminary meetings with Dept Heads		

FY 2019-2020 Budget Calendar

April 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3	4	5	6
	City Council/ Trust Meetings					
7	8	9	10	11	12	13
14	15	16	17	18	19	20
	Preliminary Budget Draft				GOOD FRIDAY HOLIDAY	
21	22	23	24	25	26	27
					Budget Workshop	
28	29	30				

FY 2019-2020 Budget Calendar

May 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
5	6	7	8	9	10	11
	City Council/ Trust Meetings					
12	13	14	15	16	17	18
					Public Notice to Newspaper; Budget Summaries to Council	
19	20	21	22	23	24	25
LAS VEGAS ICSC						
			Notice of Public Hearing Published			
JULIE - GFOA CONFERENCE LOS ANGELES						
26	27	28	29	31	1	2
	MEMORIAL DAY HOLIDAY					

FY 2019-2020 Budget Calendar

June 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
	MEMORIAL DAY HOLIDAY					
2	3	4	5	6	7	8
	City Council/ Trust Meetings					
	BUDGET HEARING/ ADOPTION					
9	10	11	12	13	14	15
	Print & File Adopted Budget w/ State Auditor					
						Legal deadline for budget public hearing
16	17	18	19	20	21	22
23	24	25	26	27	28	30
Legal deadline for budget adoption						



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager/HR Director

Re: FY19-20 Budget Calendar

Date: March 1, 2019

BACKGROUND

In order to maintain compliance with the Municipal Budget Act (O.S. 11-17-201 et seq.), the City's annual budget process must follow certain guidelines, including taking certain actions within certain time frames. To that end, staff is requesting that Council adopt a budget calendar to help keep the City on track to complete the budget process. The proposed calendar is as follows:

- April 26 – Budget Workshop - Budget draft to be presented
- May 17 – Submission of final Proposed Budget to Council
- May 22 – Publication of Budget Summary and Notification of Public Hearing
- June 3 – Public Hearing on the Budget
- June 3 – Adoption of the Budget

The process has already begun at the staff level, with personnel budget estimates and estimates of revenues underway. Once the base budget has been established, department heads will begin working on their discretionary expenditure budgets. A draft of the budget will be prepared for the Council to review and discuss at the budget workshop in late April.

STAFF RECOMMENDATION

Staff recommends that the City Council annually adopt a budget calendar.

ATTACHMENTS:

Budget Calendar



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Memorandum

To: Honorable Mayor and Members of the City Council/Members of the Board of Trustees
From: Roger Kolman, City Manager
Re: Sanitary Sewer Connection Fees
Date: 3/4/2019

BACKGROUND

The City of Coweta owns and operates a sanitary sewer system under the offices of the Coweta Public Works Authority (PWA). The PWA currently collects a fee for making new connections to the sanitary sewer system and those fees collected have generally been treated as unrestricted revenues of the utility. Given the one time nature of the fee, Staff recommends that the fee be increased from \$750/unit to \$950/unit and future fees collected be reserved for system related debt service and expansion.

STAFF RECOMMENDATION

Staff recommends adoption of Joint Resolution 2019-05

ATTACHMENTS

Joint Resolution 2019-05

RESOLUTION NO. 2019-05

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, SETTING FEES FOR CONNECTING TO THE PUBLIC SANITARY SEWER SYSTEM AND RESERVING THOSE FEES COLLECTED FOR COSTS RELATED TO DEBT SERVICE AND SYSTEM EXPANSION.

WHEREAS, the City of Coweta, acting through the Coweta Public Works Authority, owns and operates a sanitary sewer system which serves the citizens of Coweta and surrounding areas in Wagoner County; and

WHEREAS, the City Council and the Board of Trustees recognize the need for public utilities to generate revenues necessary to support the costs of expanding such utilities ; and

WHEREAS, the Coweta Public Works Authority currently collects a connection fee at the time a new service line is added to the sanitary sewer system; and

WHEREAS, the one-time nature of those fees indicates that the fees collected should be reserved for the costs of debt service and system expansion.

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

SECTION 1. The fees charged for connecting to the sanitary sewer system are reserved for the future costs of debt service and system expansion of the sanitary sewer system.

SECTION 2. The fees for connecting to the sanitary sewer system are set as follows:

Single Family Residential	\$950.00 per connection
Multifamily Residential (individual service)	\$950.00 per connection
Multifamily Residential (shared service)	\$950.00 per connection plus \$100.00 per unit
Commercial/Industrial (6" or smaller tap)	\$950.00 per connection plus \$100.00 per unit
Commercial/Industrial (Larger than 6" tap)	\$950.00 per connection plus \$150.00 per unit

This Resolution is approved in open meeting by the City Council of the City of Coweta, Oklahoma, on this 4th day of March, 2019.

Evette Morris, Mayor and Chairman

ATTEST:

Brittany Long, City Clerk

APPROVED:

Ronald D. Cates, City Attorney



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Memorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Comprehensive Plan Update
Date: 3/4/2019

BACKGROUND

The City of Coweta's current Comprehensive Plan was adopted in December of 1994 and is in need of a significant rewrite to better fit with Coweta's current and future land development patterns. When the plan was adopted, the population of Coweta was just under 7,000 and has grown approximately 43% over the intervening years. At the time of the comprehensive plan's adoption, Tulsa was just starting to grow and few people were likely estimating that the suburban areas around Tulsa would grow at the rate that they have.

In January 2019, the City Council approved a three party agreement with the Indian Nations Council of Governments (INCOG) and Wagoner County for the joint update of the Coweta and Coweta Area Metropolitan Planning Commission Comprehensive Plans. Shortly thereafter, Wagoner County determined that it may be more efficient for them to combine the Coweta and Wagoner Area Metropolitan Planning Commissions into one countywide planning commission. As a result, there is no need for Wagoner County to move forward with a comprehensive plan for just the area surrounding the City of Coweta at this time.

The City and INCOG have negotiated a new agreement, without Wagoner County, to deliver the same product at the same price to Coweta as had previously been agreed to. The cost of the proposed project is \$90,000.

STAFF RECOMMENDATION

Staff recommends approval of the agreement with INCOG for the update of the Coweta Comprehensive Plan.

ATTACHMENTS

Agreement to Provide Planning Services

AGREEMENT TO PROVIDE PLANNING SERVICES FOR THE UPDATE OF THE CITY OF COWETA COMPREHENSIVE PLAN

This Agreement is entered into by and between INCOG, and entity created by the Interlocal Agreement Act, 74 O.S. 1001 et seq., and the City of Coweta (Coweta), for the update of the City of Coweta comprehensive plan.

Coweta seeks to update the comprehensive plan for Coweta in order to serve as a guide for long-range policy for land use planning, transportation, economic development, housing, public facilities, natural and cultural resources and budget preparation.

INCOG has the experience and expertise to assist Coweta in the development of its updated comprehensive plan.

In consideration of mutual promises herein contained, the parties agree and contract as follows:

INCOG's Duties

INCOG will revise and update the Coweta Comprehensive Plan according to the Scope of Work which is attached to this agreement and incorporated by reference as Exhibit A.

Coweta acknowledges that INCOG will enter into a subcontract with a consultant who possesses specialized experience in comprehensive planning. INCOG will actively monitor the performance of the consultant, and will provide mapping, demographic information and staff support to assist in the development of the plan.

Compensation and Method of Payment

Coweta agrees to pay INCOG a total sum of \$90,000 for services performed under this contract. Payment shall be made upon receipt of an invoice outlining the duties performed, submitted by INCOG to Coweta in the amount of \$15,000 per quarter. Payment is conditional upon INCOG making meaningful progress toward the completion of the project.

Term

The term of this contract shall begin on February 1, 2019 and continue until July 31, 2020, subject to the appropriations of funds by the Coweta for FY 2019 and FY 2020.

Termination or Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement signed by both parties.

This contract may be terminated or suspended by Coweta in whole or in part for cause after notice and an opportunity for INCOG to present reasons why such action should not be taken. Grounds constituting cause includes but are not limited to:

1. INCOG fails to comply with the provisions of this contract or with any applicable laws, regulations, guidelines or procedures or is unduly dilatory in executing its commitments under this contract;
2. In Coweta's sole judgment, the contract purpose has not been or will not be fulfilled or would be illegal to carry out.

In the event of termination or suspension, the INCOG shall be entitled to payment for otherwise valid and allowable costs incurred in good faith prior to notice of termination or suspension. The INCOG shall make all necessary efforts to mitigate the damages caused by the termination or suspension.

Amendment

This contract is subject to such modifications as may be required by state or federal law. Any such modification may be done unilaterally by Coweta upon written notice to the INCOG. Modification or waiver of any term of this agreement or its attachments must be made in writing and signed by the duly authorized representatives of both parties.

Ownership of Data

All materials prepared by INCOG in the conduct of this agreement shall be provided to and become the property of Coweta. INCOG shall not copyright any material produced in whole or in part under this contract. Coweta shall have unrestricted authority to publish, disclose, distribute and otherwise use the data or reports prepared pursuant to this contract.

Entirety of Agreement

This contract, which sets forth the entire understanding of the parties, shall be interpreted and construed under the laws of the State of Oklahoma.

CITY OF COWETA

INCOG

MAYOR

CHAIR

(attest):

SCOPE OF WORK:
City of Coweta Comprehensive Plan 2040

PURPOSE:

The primary purpose of the proposed document is to provide the City of Coweta decision makers with a “go to” document for use when considering development requests. Other significant items include:

- Provide a Plan that identifies growth potential and the infrastructure required to serve it. This includes but is not limited to streets, water, sewer and storm drainage.
- Provide a Plan that guides potential economic growth by evaluating current demographic characteristics, identifying potential for update growth trends and opportunities and updating the Land Use Map for the City of Coweta. Potential changes to the CMAPC portion of Wagoner County (area outside Coweta City Limits) will be identified.
- Provide a Plan that facilitates communication between rural water and sewer districts, Wagoner County, the City of Coweta and to some extent, the City of Broken Arrow.
- Provide a Plan that guides the location, type and intensity of residential uses; retail commercial uses; and job creation (business / industry) locations

CONTENTS: The following provides the contents of the Plan, focusing on the City of Coweta while generally including the areas of Wagoner County adjacent to, and potentially impacted by, the future growth of Coweta.

The Plan will, through maps and graphics, address:

- Existing and Proposed Land Uses
- Primary Transportation Corridors
 - Existing and Proposed Capacity and Levels of Use
- Jurisdictional Limits
 - City of Coweta
 - Coweta Metropolitan Area Planning Commission
 - Water and Sewer Districts
 - City of Broken Arrow
- Physical Development Restrictions
 - Creeks, Flood Plains, Rock Outcrops, Topo, Soils with Significant Shrink/Swell potential

Text and Tables will be used to present and evaluate:

- Demographic Characteristics and Economic Trend Indicators (including but not limited to):
 - Population and Population Growth
 - Age, Education, Income, Family Size, Marital Status, Employment Rate, Income
 - Significant Employers
 - Building Permits
 - Commercial Development, Construction Value and Lease Rates
- Housing (including but not limited to):
 - Median sales price
 - Days on market
 - Mortgage or rent to income ratio
 - Age
 - Size / Type by Area

ORGANIZATION:

The Plan will include the following Sections:

- OVERVIEW
 - Purpose
 - Existing Condition
- VISION AND GOALS
- EXISTING CONDITION
 - Jurisdictional Limits
 - Infrastructure
 - Demographics
- PLANNING HORIZON
 - Residential types and Location
 - Population Projections
 - Commercial Uses /Potential Floor Area
 - Industrial Uses
 - Jobs Creation
- REQUIRED INFRASTRUCTURE
- USE OF THE PLAN
- IMPLEMENTATION

SCOPE OF WORK:

1. Overview:

This Section will introduce the scope of the document, touching on historical development, the purpose of the Plan / need for an update, the various jurisdictions with their respective authorities, their relationships and similar. It will also define the scope / area of the Plan's authority and generally introduce the existing condition of land development and population growth in the region.

2.Vision and Goals:

This Section will introduce the Vision for the City of Coweta and Coweta's potential growth into areas under the jurisdiction of the Coweta Metropolitan Area Planning Commission area in 2040. It will focus in large part on types and quantity of residential development and economic growth. The vision / goals for areas within the current City Limits and areas of expansion in the future may vary. It will identify specific Goals with Objectives and Policies that will help to achieve it. Policies, while not being directives, should be the basis for actions.

3.Existing Condition:

This Section will provide maps that show the limits of the various jurisdictions' authority and their role(s). It will also show areas with physical features that restrict development. It will identify existing infrastructure and transportation routes with capacities. The Section will also provide demographics and statistical data that form a basis for future projections, primarily for the City, including areas of the County such as that along SH 51. It will provide a map of existing land use and generally quantify number of residential units by type, commercial floor area, land devoted to industry / manufacturing and approximate acreage for each use type. Per our previous discussions, it will present future land use in a method similar to the City of Broken Arrow's Land Use Intensity System, amended to best meet the needs of the City of Coweta

4.City of Coweta 2040 (includes potential impact to area under CMAPC)

This Section will be based on the information provided in Section 3. As base information is available it will provide population projections in both quantity and make-up and will provide variety recommendations for land uses and land use locations that support economic growth. It will discuss how the existing growth trends and opportunities might impact housing types and how they might be

leveraged for economic growth. It will also provide estimates regarding ultimate population based on available land and preferred densities / housing types.

From early conversations, the City of Coweta is anticipating residential growth in outlying areas. To accommodate this growth, a potential process for annexation and coordination with existing Service Districts will be addressed.

The Plan will include a concept for redevelopment in downtown Coweta and discussion of Design Guidelines for the highway and the downtown area.

5. Required Infrastructure:

This Section will be based on Section 4 and will estimate the location and amount of infrastructure improvements required to support the population and uses projected there. Based on information from Section 3 and projections from Section 4 Phased improvements will be suggested. Dependent of the amount of information available from the various rural Service Districts the Plan will provide a general estimate of cost.

6. Use of the Plan:

This Section will provide City Council, Planning Commissioners, planning staff, developers and the general public with an understanding of how the Plan can be used to evaluate development proposals, guide the review process and guide communication between City, County (CMAPC) and Service Districts to initiate new areas of development.

7. Implementation:

This Section will discuss how the Plan can be implemented over the next 10 to 20 years (to 2040). A large portion of the Plan is dependent on participation by the private sector; however, and the City of Coweta can influence the location and speed of growth through placement of new infrastructure improvements in the City and recommendation for new improvements in the County. The Section will also discuss items such as the impacts of residential development on commercial growth and the ways that demonstrated / potential growth can be leveraged for matching funds.

Appendices:

The body of the document will include summaries of previous studies / reports and of the demographic research. This section will include demographic data (US Census / ACS info), Housing data and information from other sources. Depending on the size of existing studies / reports by others they may be included in a separate Volume.

DISCUSSIONS, SOURCES and PUBLIC PRESENTATIONS:

The preparation of a Comprehensive Planning Document is made possible by good communication with:

- The client (City of Coweta)
- Stakeholders (Wagoner County (CMAPC), land owners, utility districts, Broken Arrow)
- The public and residents of potentially impacted areas
- Real Estate Community

We anticipate a number of discussions with utility districts, County representatives and stakeholders, most of these on informal basis. We also anticipate a number of scheduled meetings including:

- Meetings with / presentations to stakeholders to gather and present information
- Information sessions before decision makers, with public in attendance
- Meetings with the public to present the evolving effort and to gather input
- Public Hearings (decisions may be made)

At a minimum, we anticipate:*

- Four formal meetings with stakeholders
- Four Introduction / Information sessions with the public
- One Public Hearing before the Planning Commission
- One Hearing before the Coweta City Council

*Additional public meetings will be on a time and materials basis, previously approved by City of Coweta.

The document will be provided electronically in Word and pdf format with fifty (50) color copies in binders provided by INCOG.



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Memorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Lease Agreement – American Legion
Date: 3/4/2019

BACKGROUND

In December of 2018, the City Council adopted Resolution 2018-33 recognizing the contributions that the American Legion has made to our country and community since its inception 100 years ago. That resolution also supported the placement of a memorial recognizing those contributions and celebrating the 100th anniversary of the founding of the American Legion in Coweta on property owned by the City.

The accompanying lease agreement between the City of Coweta and American Legion Zoal Stringer Post 226 sets forth the ongoing relationship between the Parties regarding the placement and care of the monument. The monument will be placed on the northeast corner of the City's property, and will be installed and maintained by the American Legion. In exchange, the American Legion will hold a ceremony retiring and replacing the American Flag at the City Hall complex at least once per year during the term of the agreement. The initial lease term is 25 years, with the ability to renew 5 times in 5 year increments.

STAFF RECOMMENDATION

Staff recommends approval of the Lease Agreement with the American Legion Zoal Stringer Post 226.

ATTACHMENTS

Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as “Lease”, executed in duplicate at 310 S. Broadway, Coweta, Oklahoma on this _____ day of _____, 2019, by and between 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 “Lessor,” and **AMERICAN LEGION ZOAL STRINGER POST 226, INC.**, an Oklahoma Not-For-Profit Corporation (an Unincorporated Association), having its principal place of business at 600 S. Broadway, Coweta, Wagoner County, Oklahoma 74429, hereinafter referred to as “Lessee”.

WITNESSETH:

Lessor hereby Leases to Lessee, and Lessee hereby Leases from Lessor, a portion of real property owned by the Lessor, as is hereinafter more specifically described, for the sole purposes of the placement on the property of the Lessor an American Legion Centennial Monument celebrating the 100th anniversary of the founding of the American Legion, an organization which serves a public purpose by recognizing the contributions to society made by the American Legion, its individual members, and the perpetual maintenance thereof. Lessee shall not make any other use of the described property

The property upon which the Centennial memorial monument shall be placed is located at 310 S. Broadway, Coweta, Oklahoma and is more particularly described as follow, to-wit:

Parts of Lots 22 and 21, Block 66, of New Coweta, a Subdivision in Coweta, Wagoner County, Oklahoma, according to the recorded plat thereof.

The portion of the Property where the memorial monument shall be located is identified and illustrated on Attachment “A” hereto.

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 Twenty-five (25) years, commencing on execution of this Lease. The Lessor and Lessee agree that this lease term will be extended for Five (5) successive Five (5) year terms upon the same terms and conditions as herein set forth unless written notice is given by either party hereto of an intent not to renew. The written notice of intent not to renew shall be given by the party desiring termination to the other

party not less than Ninety (90) days prior to the expiration of the primary term or the then applicable succeeding term of this Lease Agreement.

RENT:

In lieu of monetary payment, Lessee shall compensate Lessor, as and for rental, from the commencement of Lease through the end of the primary term, i.e., Two Hundred Forty (240) months, or thereafter at the end of any succeeding term, by Lessee, not less than once per calendar year, replacing the pole mounted Flag of the United States of America located at City Hall, Coweta, Oklahoma with a new Flag of the United States of America of like dimensions and quality as exists on the date hereof. In each instance of replacement, the Lessor shall give its written approval prior to the Lessee's acquisition and mounting of the Flag of the United States of America.

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. Lessee and Lessor shall report to the other party any damage that is discovered to exist on the Property as soon as practical.

ABANDONMENT:

Lessee shall not vacate or abandon the Property at any time during the term; and 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 shall be deemed to be abandoned, at the option of Lessor.

PAYMENT OF UTILITY SERVICES BY LESSEE:

Lessor shall pay for all utility charges incurred by it for utility service supplied to the Property.

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 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 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 or for loss or damage to 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 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 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.

LIENS:

The property is public property and by reason thereof said property is not 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 LESSEE:

Lessee agrees not to commit any waste in or on the Property or any part thereof, and agrees to repair or pay the Lessor for any damages to any improvements, or any portion thereof, on the Property herein Leased, 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 at all times be liable for repairs and maintenance for any and all damages or injury to the Property occasioned by any person, or persons, other than Lessor, its agents or servants, while upon the premises. Lessor agrees to cooperate with Lessee by providing any available video footage or other available evidence in Lessor's possession of damages or injury to the Property once such damage or injury has been reported.

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 interest therein, and shall not sublet the Property or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, to occupy or use the Property or any portion thereof, 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.

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

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

ADDRESS OF LESSEE:

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

American Legion Zoal Stringer Post 226, Inc.
600 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 no later than three (3) days after 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 of 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 _____ 2019.

“LESSOR”

Evette Morris, Mayor

“LESSEE”

_____, President

3/2018

CI Box

ATTACHMENT A

East Pecan St

American Legion 100yr Centennial Memorial Site

City of Coweta Street Esmt

Monument Site
& Brick Design

ODOT ROW

South Broadway Street

Additional Brick
Design Site

City of Coweta City Hall

Google Earth

1995

Imagery Date: 3/12/2018 35°56'55.24" N 95°39'02.91" W elev 641 ft eye alt 915 ft



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; City Engineer
Re: Library Roof Repair
Date: February 28, 2019

BACKGROUND

Staff and representatives from Terracon held a mandatory pre-bid meeting at the Coweta Public Library on February 14, 2019 to go over the requirements for the proposed roof replacement, and to answer any questions from the prospective bidders. Five contractors attended the pre-bid meeting. The contractors were instructed on the contract requirements and the project was described in detail, after which they were allowed to inspect the existing roof. The contractors were asked to provide a set of documents to be pre-qualified to do commercial re-roofing projects. We received only one set of pre-qualification documents.

Bids were opened at 2:00 PM on February 28th, and the City received one bid from A-Best Roofing in Tulsa in the amount of \$93,777.00. The bid received was within the project estimates provided by our consultants from Terracon.

STAFF RECOMMENDATION

Staff recommends that the Bid from A-Best Roofing in the above amount be accepted and that the Notice of Award be issued to A-Best Roofing so they can begin getting their bonds and insurance ready for this project.

ATTACHMENTS

Project Bid Tab
Project Addendum 1
A-Best Roofing Bid
AIA Form 305



Issue Date: February 25, 2019

Project: City of Coweta Library Roof Replacement Project
Project NO.: FX186045

ADDENDUM NO. 1

To All Bidders:

The following additions and modifications are hereby made a part of the bid documents for the project referenced above:

This Addendum forms a part of the Contract Documents and consists of (6) pages of 8.5 x 11 sheets.

Bidders must acknowledge receipt of this addendum in the space provided on the Form for Proposal. Failure to do so may subject Bidder to disqualification.

Clarifications:

AD1.1 ADD Specification Section: SECTION 004114—NON-COLLUSION AFFIDAVIT.

ADD Specification Section. Affidavit to be completed and submitted with bid, as required by State of Oklahoma Law.

AD1.2 ADD Specification Section: SECTION 004115—BUSINESS RELATIONSHIP AFFIDAVIT.

ADD Specification Section. Affidavit to be completed and submitted with bid, as required by State of Oklahoma Law.

AD1.3 Reference Specification Section: SECTION 004113 – BID FORM

Bid Form is revised to provide for Unit Pricing for repair or replacement of EIFS as required, beyond the replacement currently required by the details.

Bid Form is revised to provide for Unit Pricing for repair or replacement of metal wall panels as required, beyond the replacement currently required by the details.

END OF ADDENDUM

DOCUMENT 004113 - BID FORM

PROJECT IDENTIFICATION:

Reroofing of Coweta City Library
120 East Sycamore Street
Coweta, Oklahoma 74429

THIS BID IS SUBMITTED TO:

City of Coweta
Attn.: City Clerk
310 South Broadway
Coweta Oklahoma 74429

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

E. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

G. Bidder has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Installation of metal roof overlay on the City of Coweta Library, on the designated East Roof Section, per the Plans and Specifications provided.

Base Bid Lump Sum _____ (\$_____)

UNIT BID

Unit Bid Per Square Foot: EFIS Repair or Replacement _____ (\$_____)

Unit Bid Per Square Foot: Metal Wall Flush Panel Repair or Replacement _____ (\$_____)

SUBCONTRACTORS:

1. _____
2. _____

6.01 The following documents are attached to and made a condition of this Bid:

- A. Proof of State Licensure;
- B. Bid Bond;
- C. Non-Collusion Affidavit;
- D. Business Relationship Affidavit;

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders and the Owner Provided General Conditions.

SUBMITTED on _____, 20__.

State Contractor License No. _____.

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

SECTION 004114 - NON-COLLUSION AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, upon oath state, that I am the _____ (agent) authorized by the firm of _____ to submit the attached proposal. Affiant further states that the firm has not been a party to any collusion among the Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between firms and any state official concerning the exchange of money or other things of value for special consideration in the letting of a contract.

Further affiant sayeth not.

Dated this _____ day of _____, 20__.

(SIGNATURE)

(PRINT NAME)

ACKNOWLEDGMENT

Before me, the undersigned, a notary public in and for said county and state, on this _____ day of _____, 20____, personally appeared _____, to me known to be the identical person who subscribed the name of the firm as its _____, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the firm for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Expires:

[S E A L]

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

BIDDER

Subscribed and sworn to before me this _____ day of _____, 20____.

NOTARY PUBLIC

DOCUMENT 004113 - BID FORM

PROJECT IDENTIFICATION:

Reroofing of Coweta City Library
120 East Sycamore Street
Coweta, Oklahoma 74429

THIS BID IS SUBMITTED TO:

City of Coweta
Attn.: City Clerk
310 South Broadway
Coweta Oklahoma 74429

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
# 1	2-25-19

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

E. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

G. Bidder has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

Installation of metal roof overlay on the City of Coweta Library, on the designated East Roof Section, per the Plans and Specifications provided.

Base Bid Lump Sum _____ (\$ 93,111⁰⁰)

UNIT BID

Unit Bid Per Square Foot: EFIS Repair or Replacement _____ (\$ 15⁰⁰)

Unit Bid Per Square Foot: Metal Wall Flush Panel Repair or Replacement _____ (\$ 17⁰⁰)

SUBCONTRACTORS:

1. TBD
2. _____

6.01 The following documents are attached to and made a condition of this Bid:

- A. Proof of State Licensure;
- B. Bid Bond;
- C. Non-Collusion Affidavit;
- D. Business Relationship Affidavit;

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders and the Owner Provided General Conditions.

SUBMITTED on FEBRUARY 28, 2019.

State Contractor License No. 80000249



Corporation Name: PERFORMANCE ROOFING (SEAL)

State of Incorporation: OKLAHOMA

Type (General Business, Professional, Service, Limited Liability): CORPORATION

By: Rita Laswell

Name (typed or printed): RITA LASWELL

Title: CEO

Business address: 1411 E 3RD ST / PO Box 1259
TULSA, OK 74101

Phone No.: 918-587-1424 FAX No.: 918-587-1440

SECTION 004114 - NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, JEFF SMITH, of lawful age, being first duly sworn, upon oath state, that I am the COMMERCIAL SALES SPECIALIST (agent) authorized by the firm of A-BEST ROOFING to submit the attached proposal. Affiant further states that the firm has not been a party to any collusion among the Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between firms and any state official concerning the exchange of money or other things of value for special consideration in the letting of a contract.

Further affiant sayeth not.

Dated this 28 day of FEBRUARY, 2019.

Jeff Smith

(SIGNATURE)

JEFF SMITH

(PRINT NAME)

ACKNOWLEDGMENT

Before me, the undersigned, a notary public in and for said county and state, on this 28 day of FEBRUARY, 2019, personally appeared JEFF SMITH, to me known to be the identical person who subscribed the name of the firm as its COMMERCIAL SALES SPECIALIST and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the firm for the uses and purposes therein set forth.

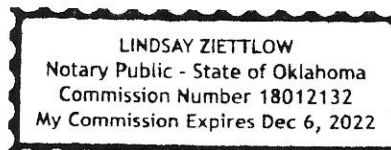
WITNESS my hand and seal on the day and year last above written.

Lindsay Zietlow

NOTARY PUBLIC

My Commission Expires:

12/6/2022
[SEAL]



SECTION 004115 - BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

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

NONE

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

NONE

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

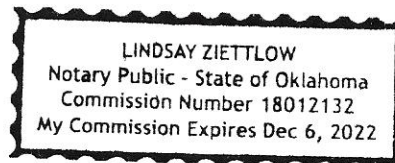
A-BEST ROOFING
Jeff Smith
BIDDER

Subscribed and sworn to before me this 28 day of FEBRUARY, 20 19.

Lindsay Zietlow
NOTARY PUBLIC

My Commission Expires:

12/6/2022



OKLAHOMA CONSTRUCTION INDUSTRIES BOARD

(405) 521-6550

2401 N. W. 23rd Street, Suite 2F
Oklahoma City, Oklahoma 73107

LICENSED IN THE STATE OF OKLAHOMA, IN CATEGORIES
STATED ON REVERSE SIDE, UNDER PROVISIONS OF TITLE 59
OKLAHOMA STATUTES § 1000.1, *et seq.*, and OAC 158, *et seq.*
MUST HAVE LICENSE ON PERSON

Anthony L. Brown

Chairman, Construction Industries Board

Chris Hubbard
Administrator, Construction Industries Board

ROOFING REGISTRATION

PERFORMANCE ROOFING INC
DBA A-BEST ROOFING



OK ROOFING REG. NO. 80000249
EXPIRES 09/30/2019
COMMERCIAL ENDORSEMENT

Bid Bond

Bond Number CBB0052899

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

A-Best Roofing
P.O. Box 1259

Tulsa OK 74101-1259

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

National American Insurance Company
1010 Manvel Ave.

Chandler OK 74834-3854

a corporation duly organized under the laws of the State of **Oklahoma**

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Coweta, Atten: City Clerk
310 South Broadway

Coweta OK 74429

as Oblige, hereinafter called the Oblige, in the sum of

5% of amount bid

Dollars **(\$93,777⁰⁰).**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

Reroofing of Coweta City Library, 120 E. Sycamore Street, Coweta, OK 74429

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of February, 2019.

Sharon Dowell

(Witness)

A-Best Roofing

(Principal)

(Seal)

National American Insurance Company

(Surety)

(Seal)

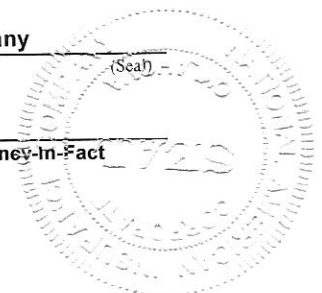
Sharon Dowell

(Witness)

W.R. Kelley

(Title)

Attorney-In-Fact



**NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY**

Number: CBB0052899

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

W.R. Kelley

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



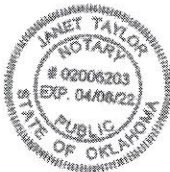
NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 26th day of February 2019



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: CITY OF COWETA
(CITY CLERK)

ADDRESS: 310 S BROADWAY
COWETA, OK 74429

SUBMITTED BY: A-BEST ROOFING
(DBA FOR PERFORMANCE ROOFING)

NAME: JEFF SMITH

ADDRESS: 1411 E 320 ST.
PO BOX 1259

PRINCIPAL OFFICE: TULSA, OK 74101

- ☒ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

NAME OF PROJECT (if applicable): COWETA CITY LIBRARY
EAST ROOF AREA - ROOF REPLACEMENT
120 E SYCAMORE ST.
COWETA, OK 74429

TYPE OF WORK (file separate form for each Classification of Work):

- ☐ General Construction
☐ HVAC
☐ Electrical
☐ Plumbing
☒ Other (please specify) ROOFING

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 30

§ 1.2 How many years has your organization been in business under its present business name? 30

§ 1.2.1 Under what other or former names has your organization operated? NONE

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: MARCH 1988

§ 1.3.2 State of incorporation: OKLAHOMA

§ 1.3.3 President's name: JIM LANE

§ 1.3.4 Vice-president's name(s) JANET LANE

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

ROOFING & SHEET METAL
OIL REG # 800000249
COMMERCIAL ENDORSEMENT

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

STATE OF OKLAHOMA

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

ROOFING & SHEET METAL

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? NO

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

SEE ATTACHED

§ 3.4.1 State total worth of work in progress and under contract:

\$ 3,282,209

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

SEE ATTACHED

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$ 13,480,331

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

SEE ATTACHED

§ 4. REFERENCES

§ 4.1 Trade References:

WEST END SUPPLY
9802 E 46 PL, TULSA, OK 918-835-7663
SPEC ROOFING CONTRACTORS SUPPLY
6205 E 15 ST, TULSA, OK 918-832-1566
ABC SUPPLY CO. INC
7333 E 38 ST, TULSA, OK 918-627-9348

§ 4.2 Bank References:

PROSPERITY BANK
1924 S. UTICA
TULSA, OK
CATHY BROWN 918-748-4228

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

YES

§ 6. SIGNATURE

Rita Laswell

§ 6.1 Dated at this 21 day of FEBRUARY 2019

Name of Organization: A-BEST ROOFING

By: RITA LASWELL

Title: CEO

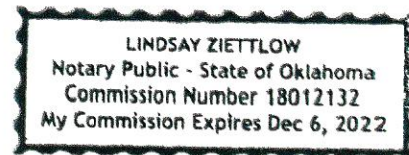
§ 6.2

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 21 day of FEBRUARY 2019

Notary Public: Lindsay Zietlow

My Commission Expires: 12/6/2022



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:28:18 on 03/22/2006 under Order No. 1000201877_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986 - Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

JEFF SMITH Jeff Smith
(Signed)

COMMERCIAL SALES
(Title)

2-21-19
(Dated)



Item 3.4

Current work in progress.

Mecco Sullivan
1501 E Electric Avenue
McAlester, OK 74501
918-470-0228
Contact – Richard Campbell
\$497,572.00

American Solera
Miller-Tippens Construction Company
1702 E 6th Street
Tulsa, OK 74104
405-482-9816
Contact – Zach Burrow
\$199,987.00

Warren Clinic Tower
Warren Professional Building Corp
6600 S Yale Avenue
Tulsa, OK 74146
918-481-7988
Contact – Monte Harnar
\$158,981.00

Shops at Greenway Village
4010 S Yale Avenue
Tulsa, OK 74135
918-760-1009
Contact Shelley Burlew-Greenway
\$140,953.00



Item 3.5

Major Projects Completed Recently

St. Pius X Church and School
Gymnasium, Activities Building and Sanctuary
1727 S 75th E Avenue
Tulsa, OK 74112
918-282-5968
Contact – Mike Muehlberg
Completed November 2017
\$277,889.00

Williams Company Central Plant
Central Plant – 101 S Cincinnati
One Williams Center, MD 45-6
Tulsa, OK 74172
918-573-4073
Contact – Curtis Williams
Completed March 2018
\$326,487.00

Family and Children's Services
2325 S Harvard Avenue
Tulsa, OK 74114
918-271-1117
Contact – Fred Lewis
Completed December 2017
\$98,204.00

John 3:16 Mission Family and Youth Center
2027 N Cincinnati Avenue
Tulsa, OK 74106
918-227-2167
Contact Pastor Steve Whitaker
Completed May 2018
\$174,574.00



Item 3.6

Construction experience of key individuals in A-Best

- Jim Lane
President
44 Years in the roofing business
Owner of A-Best Roofing for 31 years
- David Carpenter
Commercial General Manager
27 Years in roofing business
3 Years with A-Best Roofing
- Danny Bibly
Job Supervisor
20 years in general construction
9 years with A-Best Roofing
- Jamie Pryor
Metal Roof Job Supervisor
18 years in Roofing
7 years with A-Best Roofing
- Jeff Smith
Estimator
11 Years with A-Best Roofing



CITY CLERK
CITY OF COWETA
310 S BROADWAY
COWETA, OK 74429

—

COWETA CITY LIBRARY RE ROOF
130 E SYCAMORE
COWETA, OK 74429



**BID TABULATION
CITY OF COWETA
COWETA LIBRARY ROOF REPLACEMENT
FEBRUARY 28, 2019 2:00 P.M.**

[illegible]

Britt L.

2/28/19 @ 205 pm

RESOLUTION NUMBER 2019-04

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE CITY OF COWETA'S COMMUNITY DEVELOPMENT BLOCK GRANT (17290 CDBG 18) FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the City of Coweta, Oklahoma has need for water system improvements in established, under-served areas of the community; and

WHEREAS, the City of Coweta is in need of financial assistance in order to complete those improvements; and

WHEREAS, the Coweta City Council is pursuing additional grant funds within the community; and

WHEREAS, the Coweta City Council directed staff to proceed with a grant application to the Oklahoma Department of Commerce for grant funds to complete water system improvements within the community; and

WHEREAS, the Oklahoma Department of Commerce (ODOC) has completed the review and approved the City of Coweta's Community Development Block Grant (CDBG) request for water main improvements; and

WHEREAS, the Oklahoma Department of Commerce (ODOC) has memorialized the grant as CONTRACT NUMBER 17290 CDBG 18.

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

Section 1. The Honorable Mayor of the City of Coweta is the designated Chief Executive Officer and Certifying Officer under the National Environmental Policy Act of 1969 and assumes overall responsibility for the environmental review process on the 17290 CDBG 18 project.

Section 2. A Finding of Categorical Exclusion and a Finding of Exemption for Administrative and Engineering Services has been made on the 17290 CDBG 18 project.

Section 3. The Honorable Mayor and City Manager are authorized to sign and approve all Environmental Certifications and Findings, Environmental Checklist, Leverage Confirmation, provide Evidence of City Insurance and Bonding, and an Antidisplacement Plan for the 17290 CDBG 18 project as well as any other documents related to 17290 CDBG 18 which may be required and Authorization for electronic submittal of Request for Authority to Use Grant Funds on OKGrants.

This Resolution is approved in open meeting the Coweta City Council on this 4th Day of March, 2019.

Evette Morris, Mayor

ATTEST:

Brittany Long, City Clerk



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: Wm. H. Cohrs, III, P.E.; Community Development Director
Re: Spradlin Estates, Final Plat
Date: February 26, 2019

BACKGROUND

Spradlin Estates is a Single Family residential development located in part of the Northwest Quarter of Section 1, Township 17 North Range 15 East of the Indian Base and Meridian, Coweta, Wagoner County, Oklahoma. Situated on 273rd East Avenue, approximately a half mile north of the intersection of 273rd East Avenue and South 131st Street, the development contains 10 lots. The Coweta Planning Commission has reviewed the preliminary and the final plat for this development. The development has had reviews by the Technical Advisory Committee at both the preliminary and final plat stages and the developer has incorporated those comments into this plat presented this evening. The Coweta Planning Commission, at the December 2018 meeting recommended that the Plat be approve subject to satisfying the City Engineer and City Attorney with wording pertaining to an open drainage easement. The developer has completed this condition by eliminating the open drainage easement and installing a closed storm sewer system.

STAFF RECOMMENDATION

Staff recommends that the Final Plat for Spradlin Estates be approved.

ATTACHMENTS

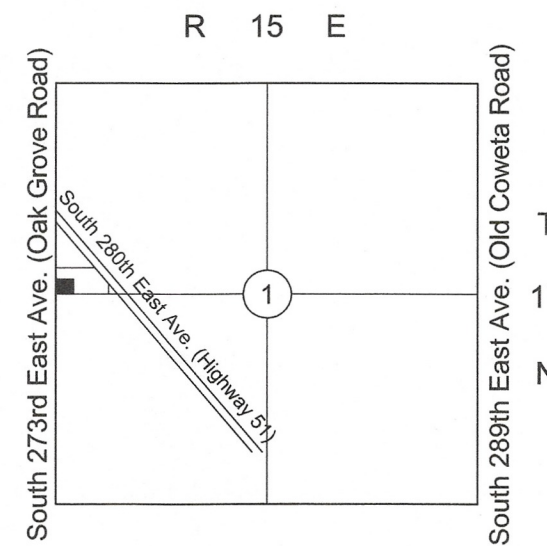
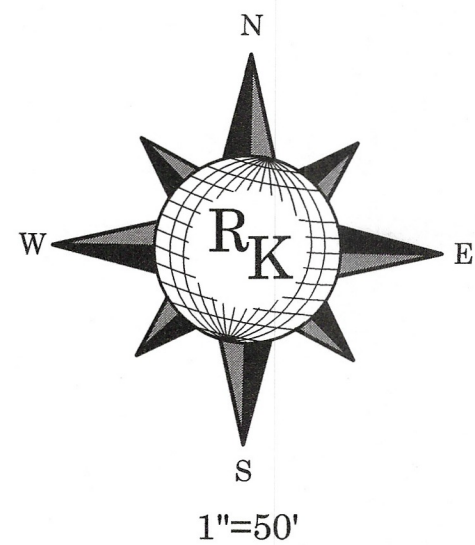
Final Plat Spradlin Estates

SPRADLIN ESTATES PHASE I

AN ADDITION IN THE SW CORNER OF THE NW1/4
OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, I.B.&M.,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA
BLOCK 1, 1-5
BLOCK 2, 1-5

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E, I&B&M, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW1/4 OF SAID SECTION 1; THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N 89° 45' 53" E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET; THENCE S 07° 21' 15" E A DISTANCE OF 251.94 FEET TO A POINT ON SAID SOUTH LINE; THENCE S 89° 45' 53" W ALONG SAID SOUTH LINE A DISTANCE OF 529.00 FEET TO THE POINT OF BEGINNING.



LOCATION MAP

TOTAL ACRES = 2.94
LOT TOTAL = 10

BASIS OF BEARINGS

Oklahoma State Plan Coordinates
Oklahoma North OK_N 3501

BENCH MARK BASIS

The Datum is
NAVD88

SURVEYOR

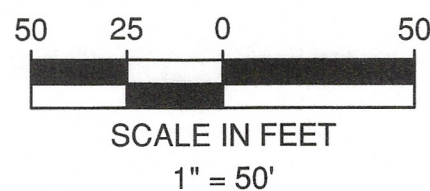
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796

OWNER

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com

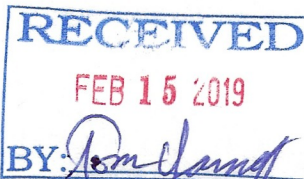
ENGINEER

RK & Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2019

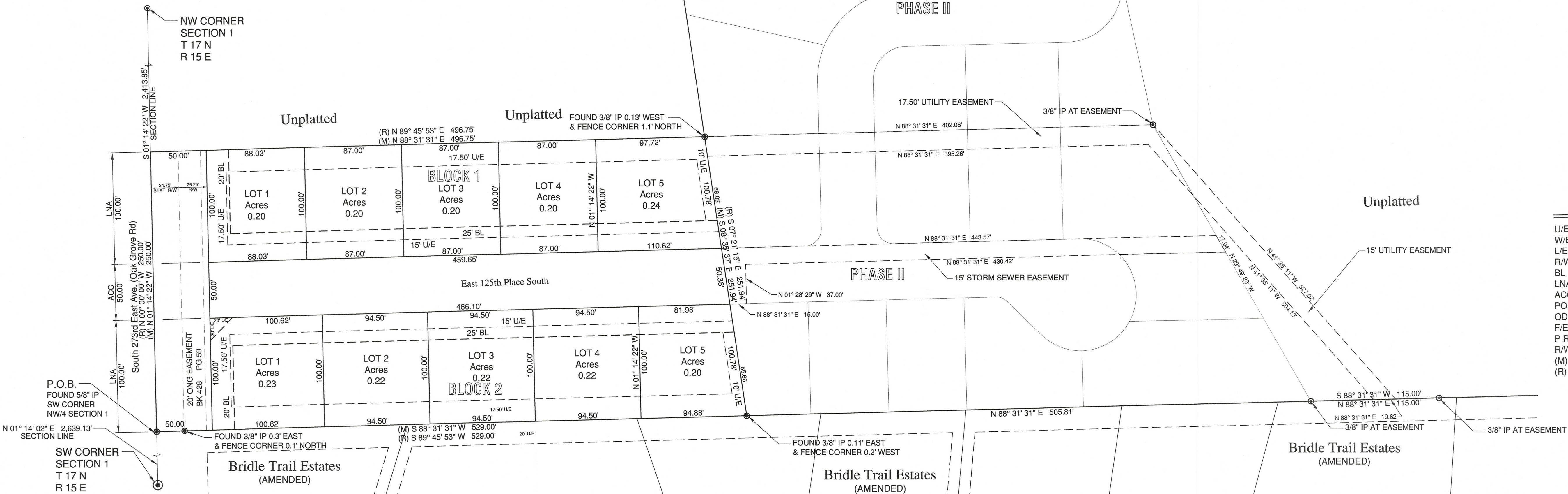


LEGEND

U/E = UTILITY EASEMENT
W/E = WATER LINE EASEMENT
L/E = LANDSCAPE EASEMENT
R/W = RIGHT OF WAY
BL = BUILDING LINE
LNA = LIMITS OF NO ACCESS
ACC = LIMITS OF ACCESS
POB = POINT OF BEGINNING
ODE = OVERLAND DRAINAGE EASEMENT
F/E = FENCING EASEMENT
P R/W = PIPE LINE RIGHT OF WAY
R/W DED = RIGHT OF WAY DEDICATION PER COVENANTS
(M) = MEASURED
(R) = RECORDED



Spradlin Estates, Wagoner County
Draft Final, February 15, 2019
SHEET 1 OF 3



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

ABUNDANT RAIN MINISTRIES INC. (THE "OWNER/DEVELOPER"), IS THE RECORD OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY, TO-WIT:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 NW 1/4) OF SECTION ONE (1), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST, 1.B.8M, CITY OF COWETA, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBES AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF THE NW 1/4 OF SAID SECTION 1, THENCE DUE NORTH A DISTANCE OF 250.00 FEET; THENCE N 89° 45' 53" E A DISTANCE OF 496.75 FEET; THENCE S 07° 21' 15" E A DISTANCE OF 251.94 FEET; THENCE S 89° 45' 53" W A DISTANCE 529.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.94 ACRES, MORE OR LESS.

AND HEREBY CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED, STAKED AND PLATTED IN CONFORMITY TO THE ATTACHED PLAT. WHICH IS HEREBY ACCEPTED AS THE PLAT OF THE ABOVE DESCRIBED LAND, UNDER THE NAME OF "SPRADLIN ESTATES", AN ADDITION TO THE CITY OF COWETA, CITY OF COWETA, OKLAHOMA, (THE "SUBDIVISION").

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

- THE OWNER DOES HEREBY DEDICATE FOR THE PUBLIC USE AND THE RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT (SPRADLIN ESTATES) AND FURTHER DEDICATES FOR PUBLIC USE RIGHTS-OF-WAY AND THE UTILITY EASEMENTS AS DEPICTED ON THE ATTACHED PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM AND SANITARY SEWERS, TELEPHONE LINES, CABLE TELEVISION, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES AND WATER LINE, TOGETHER WITH ALL FITTINGS AND EQUIPMENT FOR EACH OF SUCH FACILITIES INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND ANY OTHER APPURTENANCES THERETO, WITH RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED, HOWEVER THAT THE OWNER HEREBY RESERVES TO ITSELF, AND TO ITS ASSIGNS, THE RIGHT TO USE OR DELEGATE TO OTHERS THE RIGHT TO USE THE DESIGNATED EASEMENTS AND RIGHTS-OF-WAY TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO THE AREA INCLUDED WITHIN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL ENFORCEABLE BY CITY OF COWETA, OKLAHOMA AND THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED UPON SAID EASEMENT; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT UTILITY EASEMENTS, DRIVES, PARKING AREAS, CURBING, AND LANDSCAPING THAT DOES NOT CONSTITUTE AN OBSTRUCTION AS AFORESAID.

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC , TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE WEST SIDE OF THE SUBDIVISION ALONG South 273rd East Ave. (Oak Grove Rd). ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND, IN EASEMENTS DEDICATED FOR GENERAL UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
- UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, OR LINE EXTENDING FROM THE GAS MAIN SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, AND CABLE TELEVISION, AND GAS SERVICE THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FORGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER SERVICE, SANITARY SEWER AND STORM SEWERS

- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON HIS LOT.
- WITHIN UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, AND STORM SEWERS OR ANY CONSTRUCTION ACTIVITY WHICH IN THE JUDGEMENT OF THE CITY OF COWETA, WAGONER COUNTY RWD NO. 5 WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF COWETA, CITY OF COWETA OKLAHOMA RWD NO. 5 OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND FACILITIES OWNED BY IT. THE OWNER SHALL PAY FOR DAMAGE OR RELOCATIONS OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY CITY OF COWETA, WAGONER COUNTY OKLAHOMA RWD NO. 5, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE IF ANY THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE OWNER SHALL PAY FOR THE DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY CITY OF COWETA, OKLAHOMA. ALL STORM WATER DETENTION AREAS TO BE MAINTAINED BY THE INDIVIDUAL LOT OWNER.

F. LIMITS OF NO ACCESS

- THE OWNER HEREBY RELINQUISHES RIGHT OF VEHICULAR INGRESS AND EGRESS FROM THE LOTS WITHIN THE SUBDIVISION TO ADJOINING PUBLIC STREET WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) ON THE ATTACHED PLAT, WHICH LIMITS OF NO ACCESS MAY BE RELEASED, OR AMENDED BY CITY OF COWETA APPROVAL, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO.
- THE FOREGOING COVENANTS CONCERNING LIMITS OF NO ACCESS SHALL BE ENFORCEABLE BY CITY OF COWETA, AND THE OWNER OF THE LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

- THE APPROVED FINAL PLAT OF THE SUBDIVISION SHALL CONSTITUTE THE DETAILED SITE PLAN REQUIRED BY THE CITY OF COWETA. THE DEVELOPMENT AND USE OF "SPRADLIN ESTATES" SHALL BE IN COMPLIANCE WITH THE APPROVED BUILDING PLANS AND SITE PLANS, AS MAY BE LATER APPROVED BY THE CITY OF COWETA.

H. DEFINITIONS

- IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN THIS SECTION THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF COWETA ZONING CODE AS THE SAME EXISTED ON DECEMBER 2018.

SECTION II
RESTRICTIONS & COVENANTS

A. ARTICLE 1 - ARCHITECTURAL COMMITTEE PLAN REVIEW

- THE DEVELOPER HEREBY ESTABLISHES AN ARCHITECTURAL REVIEW COMMITTEE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". THE ARCHITECTURAL COMMITTEE SHALL BE THE DEVELOPER UNTIL JANUARY 2025. THEREAFTER THE LOT OWNERS SHALL EXERCISE THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE PROVIDED, HOWEVER, THE DEVELOPER MAY AT ANY TIME ASSIGN TO THE LOT OWNERS THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE.
- NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS ADDITION UNTIL THE BUILDING PLANS AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING, HAVE BEEN APPROVED IN WRITING BY AT LEAST ONE MEMBER OF THE ARCHITECTURAL COMMITTEE WHICH SHALL BE COMPOSED OF RON SPRADLIN, OR HIS DULY AUTHORIZED REPRESENTATIVE OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE-NAMED ARCHITECTURAL COMMITTEE THE REMAINING MEMBER SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE SAME AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE THE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSOR, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 30 DAYS AFTER SUCH SUBMISSION, OR IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE ADDITION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED, SHALL TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE OF APPROVAL HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING, DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS ADDITION FROM MAINTAINING LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THIS ADDITION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.

B. ARTICLE 2 - DWELLINGS AND LOT IMPROVEMENTS

- ALL LOTS SHALL BE SINGLE FAMILY RESIDENTIAL LOTS ONLY. SINGLE STORY HOMES SHALL HAVE A MINIMUM OF 1,000 SQUARE FEET OF HEATED LIVING AREA. ONE AND ONE HALF (1 1/2) OR TWO (2) STORY HOMES SHALL HAVE NO LESS THAN 1,500 SQUARE FEET OF HEATED LIVING AREA.
- CONCRETE STEM WALLS AND SLABS AND FOUNDATIONS SHALL BE COVERED WITH BRICK, NATURAL STONE, OR STUCCO.

- A GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES SHALL BE PROVIDED ON EACH LOT. GARAGES SHALL BE ENCLOSED. CAR PORTS ARE NOT PERMITTED. DETACHED GARAGES SHALL CONFORM TO THE ARCHITECTURAL STYLE OF THE RESIDENCE OR SHALL BE CONSTRUCTED OF A COLOR COORDINATED METAL (NO GALVANIZED METAL IS PERMITTED). NO GARAGE LOCATED ON ANY LOT WITHIN THE ADDITION SHALL EVER BE CONVERTED TO ANY OTHER USE THAN HOUSING AUTOMOBILES, BOATS, OR OTHER VEHICLES UNLESS A NEW GARAGE IS BUILT IN ACCORDANCE WITH PREVIOUSLY MENTIONED GARAGE REQUIREMENTS.
- NO PRE-EXISTING OR OFF-SITE BUILT RESIDENCE OR STRUCTURE MAY BE MOVED ONTO ANY LOT WITHIN THE ADDITION FOR ANY PURPOSE.
- FENCES
 - NO FENCING SHALL EXTEND BEYOND THE FRONT BUILDING LINE, OR THE SIDE BUILDING LINE ON A CORNER LOT, OF ANY RESIDENCE, EXCEPT AS NOTED IN PARAGRAPHS "D AND E" BELOW.
 - IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF ITS LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE HOME, EXCEPT AS NOTED IN PARAGRAPHS "D AND E" BELOW.
 - FENCES INSTALLED FOR WHAT IS CONSIDERED TO BE THE "DWELLING YARD" (DEFINED AS THE BACK YARD FOR HUMAN USE, NOT LIVESTOCK) SHALL BE WOOD, BRICK, NATURAL STONE, WROUGHT IRON, FAUX WROUGHT IRON.
 - ORNAMENTAL FENCES ONLY, NOT EXCEEDING 3 FEET IN HEIGHT, COMPATIBLE WITH THE ARCHITECTURE OF THE RESIDENCE, MAY BE BUILT FORWARD OF THE BUILDING LINE SHOWN ON THE PLAT WITH WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.
 - SOUTH SIDE OF BLOCK 2 LOTS 1 THRU 5, NEXT TO BRIDLE TRAIL ESTATES, SHALL BE 6 FEET WOOD PRIVACY FENCE.
 - LOT BOUNDARY LINE FENCING SHALL BE SIX FOOT PRIVACY WOOD FENCE. AS MEASURED FROM FINISHED GRADE ANY POINT ALONG THE FENCE.
- ROOFS
 - ALL ROOFS WITHIN THE ADDITION SHALL BE OF SELF-SEALING COMPOSITION SHINGLES THE COLOR OF WHICH SHALL BE SIMULATED "WEATHERED WOOD" OR OF METAL AS APPROVED BY THE ARCHITECTURAL COMMITTEE.
 - ALL ROOF TOP PROTRUSIONS INCLUDING BUT NOT LIMITED TO VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS AND ALL METAL ROOF FLASHINGS SHALL BE PAINTED TO CONFORM WITH THE ROOF COLOR.
 - THE ROOF OF ANY DWELLING SHALL HAVE A PITCH OF NO LESS THAN 6/12 OVER 60% OF THE TOTAL ROOF AREA. NO ROOF IN THE ADDITION SHALL HAVE A PITCH OF LESS THAN 4/12.
- DRIVEWAYS
 - ALL GARAGE ENTRANCES THAT FACE THE DRIVEWAY SHALL HAVE A CONCRETE OR ASPHALT PARKING PAD OF AT LEAST 500 SQUARE FEET.
 - ALL DRIVEWAY ENTRANCES FROM ANY ROAD SHALL BE OF CONCRETE OR ASPHALT CONSTRUCTION OVER THE WIDTH OF THE DRIVEWAY AND SHALL EXTEND A MINIMUM OF 15 FEET FROM THE ROAD.
 - THE PORTION OF THE DRIVEWAY BETWEEN THE CONCRETE PARKING PAD AND THE DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED OF ASPHALT OR CONCRETE.
 - LOT BOUNDARY LINE FENCING SHALL BE RESTRICTED TO A MAXIMUM OF SEVENTY TWO INCHES (72") IN HEIGHT AS MEASURED FROM FINISH GRADE ANY POINT ALONG THE FENCE.
- TEMPORARY AND ACCESSORY STRUCTURES AND BUILDINGS
 - ANY OUTBUILDING OR PERMANENT STRUCTURE ON ANY LOT REQUIRES WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE PRIOR TO CONSTRUCTION.
 - THE ARCHITECTURE OF ANY OUTBUILDING SHALL CONFORM TO THE DWELLING ON ANY GIVEN LOT OR SHALL BE OF A PAINTED METAL CONSTRUCTION (NO GALVANIZED METAL SHALL BE ALLOWED).
 - OFF SITE CONSTRUCTED OUTBUILDINGS ARE PROHIBITED.
 - NO OUTBUILDING SHALL EXCEED 30 FEET IN HEIGHT WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.
 - NO TRAILER, TENT, GARAGE, BARN, OUTBUILDINGS, OR OTHER STRUCTURE OF A TEMPORARY NATURE SHALL BE USED FOR HUMAN HABITATION, TEMPORARILY OR PERMANENTLY.
 - BUILDING STRUCTURES, DETACHED FROM THE PRINCIPAL RESIDENCE SHALL BE LIMITED TO GAZEBO STRUCTURES. PLANS & BUILDING TYPE SHALL BE APPROVED. SHOP OR STORAGE BUILDINGS IS PROHIBITED.
 - MAIL BOXES TO BE BREAKAWAY TYPE AS APPROVED BY THE ARCHITECTURAL COMMITTEE OR IF BRICK SHALL BE PLACED A MINIMUM OF 2 FEET FROM PAVING.
 - LIVESTOCK AND POULTRY PROHIBITED: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY PART THEREOF, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

SECTION III
HOME OWNERS ASSOCIATION

A. FORMATION

- HOMEOWNERS ASSOCIATION. A HOME OWNERS ASSOCIATION, KNOWN AS SPRADLIN ESTATES ASSOCIATION, INC. AN OKLAHOMA NOT FOR PROFIT CORPORATION (ASSOCIATION), HAS BEEN OR SHALL BE ESTABLISHED WITH THE CURRENT OKLAHOMA STATUTES TO MAINTAIN THE ENTRYWAYS AND RESERVE AREAS IN THE ADDITION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. EVERY RECORD OWNER OF A FEE INTEREST IN A LOT IN THE ADDITION SHALL BE A MEMBER (MEMBER) OF THE ASSOCIATION AND SUCH MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP IN THE ASSOCIATION. ALL MEMBERS OF THE ASSOCIATION COVENANT AND AGREE TO PAY TO THE ASSOCIATION ANY ANNUAL ASSESSMENT (ANNUAL ASSESSMENT), ANY SPECIAL ASSESSMENT (SPECIAL ASSESSMENT) AND ANY OTHER FINANCIAL CHARGE OR ASSESSMENT ESTABLISHED BY THE ASSOCIATION AS HEREINAFTER SET FORTH OR AS SET FORTH IN THE BY-LAWS OF THE ASSOCIATION. ALL LAWFUL ACTS OF THE ASSOCIATION, MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS, SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF.
- VOTING. EACH MEMBER SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT OWNED BY A MEMBER; PROVIDED, HOWEVER, WHEN TWO OR MORE PERSONS OR ENTITIES HOLD SUCH INTEREST OR INTERESTS IN ANY LOT, ALTHOUGH ALL OF SUCH PERSONS OR ENTITIES SHALL BE MEMBERS OF THE ASSOCIATION, THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY, AMONG THEMSELVES MAY DETERMINE, BUT IN NO EVENT SHALL MORE THAN ONE (1) VOTE PER LOT BE CAST WITH RESPECT TO ANY LOT.
- OWNER/DEVELOPER CONTROL OF ASSOCIATION. OWNER/DEVELOPER, OR ITS DESIGNEE, SHALL BE IN SOLE AND COMPLETE LEGAL CONTROL OF THE ASSOCIATION FROM THE INCEPTION THEREOF UNTIL SUCH TIME AS THE OWNER/DEVELOPER RELINQUISHES CONTROL THEREOF AS SET FORTH HEREIN. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND ITS BOARD OF DIRECTORS AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY THE OWNER/DEVELOPER, OR ITS ASSIGNEE, IN LIEU OF THE ASSOCIATION AND/OR THE BOARD OF DIRECTORS UNTIL THE TURNOVER DATE AS HEREINAFTER DEFINED. THE DATE ON WHICH THE OWNER/DEVELOPER'S RIGHTS UNDER THIS SECTION III, PARAGRAPH 3 TERMINATE SHALL BE REFERRED TO AS THE "TURNOVER DATE". THE FIRST AND ALL SUBSEQUENT BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSIST OF THOSE PERSONS DESIGNATED BY OWNER/DEVELOPER. OWNER/DEVELOPER'S RIGHTS UNDER THIS SECTION III, PARAGRAPH 3 TO DESIGNATE THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL TERMINATE ON THE FIRST TO OCCUR OF (A) SUCH TIME AS OWNER/DEVELOPER NO LONGER HOLDS OR CONTROLS TITLE TO ANY PART OF THE PROPERTY, (B) THE GIVING OF WRITTEN NOTICE BY OWNER/DEVELOPER TO THE ASSOCIATION'S BOARD OF DIRECTORS OF THE OWNER/DEVELOPER'S ELECTION TO TERMINATE SUCH RIGHTS, OR (C) FIFTEEN (15) YEARS FROM THE DATE OF RECORDINGS HEREOF. FROM AND AFTER THE TURNOVER DATE, THE ASSOCIATION'S BOARD OF DIRECTORS SHALL BE CONSTITUTED AND ELECTED AS PROVIDED IN THE ASSOCIATION BY-LAWS. PRIOR TO THE TURNOVER DATE ALL OF THE VOTING RIGHTS OF THE LOT OWNERS SHALL BE VESTED EXCLUSIVELY IN THE OWNER/DEVELOPER. THE LOT OWNERS, PRIOR TO THE TURNOVER DATE, SHALL HAVE NO VOTING RIGHTS. DESPITE HAVING NO VOTING RIGHTS AT THAT POINT IN TIME, SUCH OWNER'S LOTS SHALL NEVERTHELESS BE SUBJECT TO ASSESSMENT. OWNER/DEVELOPER, UPON REQUEST OF A LOT OWNER, SHALL SUPPLY SUCH LOT OWNER WITH AN ANNUAL ACCOUNT OF THE MANNER IN WHICH COLLECTED ASSESSMENTS HAVE BEEN SPENT.
- ASSESSMENTS. ALL OWNERS OF ANY LOT BY ACCEPTANCE OF A DEED THEREFORE, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN ANY SUCH DEED OR OTHER CONVEYANCE SHALL BE DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION THEIR SHARE OF:
 - ANNUAL ASSESSMENTS (ANNUAL ASSESSMENT) OF \$ 100.00 SHALL BE MADE ON A PER LOT BASIS. SUCH ASSESSMENTS MAY BE INCREASED TEN PERCENT (10%) PER YEAR BY THE BOARD OF DIRECTORS OF THE ASSOCIATION AND UP TO TWENTY-FIVE PERCENT (25%) PER YEAR UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS OF THE OWNERS OF THE LOTS IN THE ADDITION.
 - SPECIAL ASSESSMENTS (SPECIAL ASSESSMENTS) CAPITAL IMPROVEMENTS, SUCH ASSESSMENTS TO BE FIXED AND ESTABLISHED AT THE ANNUAL MEETING OR ANY SPECIAL MEETING CALLED FOR THAT PURPOSE BY THE AFFIRMATIVE VOTE OF A MAJORITY OF THOSE LOT OWNERS WHO ARE IN ATTENDANCE (EITHER IN PERSON OR BY PROXY) AT SUCH MEETING.
- ASSESSMENT DUE DATES. THE ANNUAL ASSESSMENT SHALL COMMENCE ON THE DATE OF CONVEYANCE OF TITLE TO A LOT TO THE OWNER OF SUCH LOT. THEREAFTER, THE FORM AND MEANS OF WRITTEN NOTICE AND THE DUE DATE AND THE TERMS OF PAYMENT OF THE ANNUAL ASSESSMENT SHALL BE ESTABLISHED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE TERMS OF PAYMENT, THE DUE DATE AND NOTICE OF A SPECIAL ASSESSMENT SHALL BE DETERMINED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.
- EFFECT OF NONPAYMENT OF ASSESSMENTS. ANY ASSESSMENTS WHICH ARE NOT PAID ON OR BEFORE THE DUE DATE SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE LOT AGAINST WHICH SAID ASSESSMENT IS MADE. IF THE ASSESSMENT IS NOT PAID ON OR BEFORE THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM UNTIL PAID. THE ASSOCIATION MAY TAKE ACTION AGAINST ANY MEMBER DELINQUENT IN THE PAYMENT OF ASSESSMENTS OWED TO THE ASSOCIATION. SUCH ACTION MAY INCLUDE ACTIONS TO ENFORCE A LIEN AGAINST THE MEMBER'S PROPERTY AND ANY OTHER ACTIONS AT LAW OR IN EQUITY TO OBTAIN PAYMENT FROM A FINANCIAL OBLIGATION OWED BY A MEMBER. IN TAKING THESE ACTIONS, THE ASSOCIATION SHALL BE ENTITLED TO COLLECT THE COSTS IT HAS INCURRED INCLUDING, BUT NO LIMITED TO, REASONABLE ATTORNEYS' FEES, COURT COSTS, INTEREST AND SUCH OTHER EXPENSES THE ASSOCIATION REASONABLY INCURS IN PURSUING ITS COLLECTION EFFORTS. NO MEMBER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR ANY ASSESSMENTS PROVIDED HEREIN BY NON-USE OF THE RESERVE AREAS OR ABANDONMENT OF HIS LOT.
- SUBORDINATION OF THE LIEN TO MORTGAGES. THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY MORTGAGE NOW OR HEREINAFTER PLACED UPON ANY LOT; PROVIDED, HOWEVER, THAT SUCH SUBORDINATION SHALL APPLY ONLY TO THE ASSESSMENTS OR INSTALLMENTS THEREOF WHICH HAVE BECOME DUE AND PAYABLE PRIOR TO THE SALE OF SUCH LOT PURSUANT TO A FORECLOSURE OF SUCH MORTGAGE OR TRANSFER OR CONVEYANCE IN LIEU OF SUCH FORECLOSURE SHALL NOT RELIEVE SUCH LOT FROM LIABILITY OF ANY ASSESSMENTS THEREOF. THEREAFTER BECOMING DUE OR FROM THE LIEN OF ANY SUCH SUBSEQUENT ASSESSMENTS OR INSTALLMENTS.

SECTION IV
DEVELOPERS RESERVED RIGHTS

1. IN GENERAL. IN ADDITION TO ANY RIGHTS OR POWERS RESERVED TO OWNER/DEVELOPER OR GRANTED TO OWNER/DEVELOPER UNDER THE PROVISIONS OF THIS SPRADLIN ESTATES DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS, OWNER/DEVELOPER HAVE THE RIGHTS AND POWERS SET FORTH IN THIS SECTION IV. ANYTHING IN THIS DEED OF DEDICATION OR THE ASSOCIATION DOCUMENTS TO THE CONTRARY NOTWITHSTANDING, THE PROVISIONS SET FORTH IN THIS ARTICLE SHALL GOVERN. THE AUTHORITY GRANTED TO THE OWNER/DEVELOPER BY THIS SECTION IV SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT ON THE TURNOVER DATE AS SET FORTH IN PARAGRAPH 3 OF SECTION III OF THIS DEED OF DEDICATION.
2. PROMOTION OF SPRADLIN ESTATES. IN CONNECTION WITH THE PROMOTION, SALE OR RENTAL OF ANY IMPROVEMENTS UPON ANY PROPERTY IN THE SUBDIVISION: (A) OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER, WITHIN ITS SOLE DISCRETION, TO CONSTRUCT SUCH TEMPORARY OR PERMANENT IMPROVEMENTS, OR TO DO SUCH ACTS OR OTHER THINGS IN, OR TO SUCH PROPERTY AS OWNER/DEVELOPER MAY DETERMINE TO BE NECESSARY INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT AND MAINTAIN MODEL HOMES, SALES OR LEASING OFFICES, PARKING AREAS, ADVERTISING SIGNS, LIGHTING AND BANNERS, OR OTHER PROMOTIONAL FACILITIES AT SUCH LOCATIONS AND IN SUCH FORMS AS OWNER/DEVELOPER MAY DEEM ADVISABLE; AND (B) OWNER/DEVELOPER AND ITS RESPECTIVE GUESTS, AGENTS, PROSPECTIVE PURCHASERS AND TENANTS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING IN AND THROUGH, AND THE RIGHT TO USE AND ENJOY THE COMMON AND RESERVE AREAS AT ANY TIME WITHOUT FEE OR CHARGE.
3. CONSTRUCTION ON THE PROPERTY WITHIN THE ADDITION. OWNER/DEVELOPER IS HEREBY GRANTED THE RIGHT AND POWER TO MAKE SUCH IMPROVEMENTS TO ANY PROPERTY WITH THE ADDITION AS OWNER/DEVELOPER DEEMS TO BE NECESSARY AND APPROPRIATE. OWNER/DEVELOPER MAY PERMIT SUCH BUILDERS AND OTHER CONTRACTORS ACCESS TO AND UPON THE PROPERTY AS OWNER/DEVELOPER MAY WISH AND SUBJECT TO SUCH LIMITATION AND CONDITION AS OWNER/DEVELOPER MAY REQUIRE. OWNER/DEVELOPER AND ITS RESPECTIVE AGENTS AND CONTRACTORS SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND PARKING ON SUCH PROPERTY AND THE RIGHT TO STORE CONSTRUCTION EQUIPMENT AND MATERIAL ON SUCH PROPERTY WITHOUT THE PAYMENT OF ANY FEE OR CHARGE WHATSOEVER.
4. OTHER RIGHTS. OWNER/DEVELOPER SHALL HAVE THE RIGHT AND POWER TO EXECUTE ALL DOCUMENTS AND DO ALL OTHER ACTS AND THINGS AFFECTING THE SUBDIVISION WHICH OWNER/DEVELOPER DETERMINES ARE NECESSARY OR DESIRABLE IN CONNECTION WITH THE RIGHTS OF DEDICATION UNDER THIS DEED OF DEDICATION.

SECTION V
ENFORCEMENT

A. GOVERNING DOCUMENTS

1. THE ADDITION'S GOVERNING DOCUMENTS SHALL CONSIST OF THE FOLLOWING DOCUMENTS AS THEY MAY BE AMENDED:
- a. ARTICLES OF INCORPORATION OF SPRADLIN ESTATES ASSOCIATION, INC.
 - b. BY-LAWS OF SPRADLIN ESTATES ASSOCIATION, INC
 - c. PLAT AND DEED OF DEDICATION FILED AT THE COUNTY CLERKS OFFICE OF WAGONER COUNTY, OKLAHOMA.
 - d. RESOLUTIONS OF BOARD OF DIRECTORS OF SPRADLIN ESTATES ASSOCIATION, INC.
 - e. THE ARCHITECTURAL GUIDELINES (HEREINAFTER " GOVERNING DOCUMENTS") THE GOVERNING DOCUMENTS APPLY TO ALL LOT OWNERS AND OCCUPANTS OF THE PROPERTY WITHIN THE ADDITION AS WELL AS TO OTHER RESPECTIVE TENANTS, GUESTS, INVITEES. IF A DWELLING ON A LOT IS LEASED, THE LEASE SHALL PROVIDE THAT THE TENANT AND ALL OCCUPANTS OF THE LEASED LOT ARE BOUND BY AND OBLIGATED TO COMPLY WITH THE GOVERNING DOCUMENTS. IF ANY COURT SHOULD DETERMINE ANY PROVISION OR THE GOVERNING DOCUMENTS IS INVALID OR INVALID AS APPLIED IN A PARTICULAR INSTANCE, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OF OTHER PROVISIONS OR APPLICATIONS OF SUCH PROVISIONS.

B. ENFORCEMENT

1. EVERY OWNER AND OCCUPANT OF A LOT SHALL COMPLY WITH THE GOVERNING DOCUMENTS. THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY IMPOSE SANCTIONS FOR VIOLATION OF THE GOVERNING DOCUMENTS AFTER NOTICE AND A HEARING IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THE BY-LAWS. SUCH SANCTIONS MAY INCLUDE WITHOUT LIMITATION:
- a. IMPOSING REASONABLE MONETARY FINES WHICH SHALL BE A PERSONAL FINANCIAL OBLIGATION AND SHALL CONSTITUTE A LIEN UPON THE VIOLATORS LOT. IN THE EVENT THAT ANY OCCUPANT, GUEST OR INVITEE OF A LOT VIOLATES THE GOVERNING DOCUMENTS AND A FINE IS IMPOSED, THE FINE SHALL FIRST BE ASSESSED AGAINST THE VIOLATOR, PROVIDED, HOWEVER, IF THE FINE IS NOT PAID BY THE VIOLATOR WITHIN THE TIME SET FORTH BY THE BOARD, THE LOT OWNER SHALL PAY THE FINE UPON NOTICE FROM THE BOARD.
 - b. EXERCISING SELF-HELP OR TAKING ACTION TO ABATE AND VIOLATION OF THE GOVERNING DOCUMENTS, IN A NON-EMERGENCY SITUATION.
 - c. REQUIRING A LOT OWNER, AT HIS OR HER OWN EXPENSE, TO REMOVE ANY STRUCTURE OR IMPROVEMENT ON SUCH OWNER'S LOT IN VIOLATION OF THE GOVERNING DOCUMENTS AND TO RESTORE THE LOT TO ITS PREVIOUS CONDITION. UPON THE FAILURE OF THE LOT OWNER TO DO SO, THE BOARD OR ITS DESIGNEE SHALL HAVE THE RIGHT TO ENTER ON THE LOT , REMOVE THE VIOLATION AND RESTORE THE LOT TO SUBSTANTIALLY THE SAME CONDITION AS PREVIOUSLY EXISTED AND ANY SUCH ACTION SHALL NOT BE DEEMED A TRESPASS.
 - d. LEVYING A SPECIFIC ASSESSMENT TO COVER COSTS IN BRINGING A LOT OWNER OR A LOT INTO COMPLIANCE WITH THE PROVISIONS OF THE GOVERNING DOCUMENTS, PROVIDED THE BOARD OF DIRECTORS SHALL GIVE THE LOT OWNER PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR A HEARING IN ACCORDANCE WITH THE BY-LAWS, BEFORE LEVYING A SPECIFIC ASSESSMENT UNDER THIS SUBSECTION.

C. CORRECTION ASSESSMENT

1. IN THE EVENT THAT THE OWNER OF ANY LOT SHALL VIOLATE ANY COVENANT HEREIN, THE BOARD OF DIRECTORS OF THE ASSOCIATION OF THE OWNER/DEVELOPER SHALL HAVE THE RIGHT, UPON FIVE (5) DAYS ADVANCE NOTICE TO THE OWNER OF THE LOT WHERE THE COVENANT VIOLATIONS(S) EXISTS, AND PROVIDED SUCH VIOLATION IS NOT CORRECTED WITH THE TIME PERIOD PROVIDED FOR IN THE NOTICE, TO ENTER UPON SAID LOT AND TO REMEDY THE VIOLATION(S). THE COST FOR CURING THE VIOLATIONS(S) SHALL THEREUPON BE ASSESSED AGAINST THE LOT AND SHALL BE A LIEN ON SUCH LOT, WHICH MAY BE ENFORCED AND FORECLOSED AS CONTAINED HEREIN.

SECTION VI
MISCELLANEOUS AMENDMENT

A. NO WAIVER

1. THE FAILURE OF THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION, OR ANY GRANTOR, OR ANY SUCCESSOR IN TITLE, TO ENFORCE ANY GIVEN RESTRICTION OR COVENANT, OR CONDITION AT ANY TIME, SHALL NOT BE DEEMED TO BE A WAIVER OR RELINQUISHMENT OF ANY RIGHT OR REMEDY, NOR A MODIFICATION OF THESE RESTRICTIONS AND PROTECTIVE COVENANTS.

B. SEVERABILITY

1. INVALIDATION OF ANY ONE OF THESE COVENANTS, RESTRICTIONS OR CONDITIONS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

C. DISCLAIMER OF WARRANTY

1. EXCEPT AS EXPRESSLY PROVIDED IN WRITING, OWNER/DEVELOPER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADDITION, INCLUDING (WITHOUT LIMITATION) ANY RESERVE AREA OR IMPROVEMENT THEREIN, THE SUFFICIENCY OF UTILITIES, THE IMPROVEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, LIABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE OR ANY WARRANTY OF QUALITY.

D. BINDING EFFECT; AMENDMENT

1. THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THIS DECLARATION SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM, AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER/DEVELOPER, THE ARCHITECTURAL COMMITTEE, THE ASSOCIATION AND THE OWNER OF ANY LOT SUBJECT TO THIS DECLARATION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF FIFTEEN (15) YEARS FROM THE DATE THIS DECLARATION IS RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIOD OF TEN (10) YEARS. THE COVENANTS AND RESTRICTIONS OF THIS DECLARATION MAY BE AMENDED, IN WHOLE OR IN PART, MODIFIED, ADDED TO OR CHANGED AT ANY TIME BY AN INSTRUMENT SIGNED BY THE OWNERS OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE LOTS. ANY AMENDMENT MUST BY PROPERLY RECORDED. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER/DEVELOPER RESERVES THE RIGHT TO GRANT VARIANCES THEREFROM IN PARTICULAR CASES AND FURTHER PROVIDED THAT THEY MAY AMEND THE COVENANTS AS FOLLOWS.
2. THIS DECLARATION MAY BE AMENDED UNILATERALLY BY OWNER/DEVELOPER AT ANY TIME:
- a. IF SUCH AMENDMENT IS NECESSARY TO BRING ANY PROVISION HEREOF INTO COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL STATUTE, RULE OR REGULATION OR JUDICIAL DETERMINATION WHICH SHALL BE IN CONFLICT THEREWITH.
 - b. IF SUCH AMENDMENT IS REQUIRED BY AN INSTITUTIONAL OR GOVERNMENTAL LENDER OR PURCHASER OF MORTGAGE LOANS, TO ENABLE SUCH LENDER OR PURCHASER TO MAKE OR PURCHASE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION.
 - c. IF SUCH AMENDMENT IS NECESSARY TO ENABLE ANY GOVERNMENTAL AGENCY OR REPUTABLE PRIVATE INSURANCE COMPANY TO INSURE MORTGAGE LOANS ON THE PROPERTY SUBJECT TO THIS DECLARATION
 - d. TO CORRECT ERRORS AND MAKE CLARIFICATIONS OR ADDITIONS IN THIS DECLARATION.
 - e. TO MODIFY OR ADD TO THE PROVISIONS OF THIS DECLARATION TO ADEQUATELY COVER SITUATIONS AND CIRCUMSTANCES WHICH OWNER/DEVELOPER BELIEVES, IN ITS REASONABLE JUDGMENT, HAVE NOT BEEN ADEQUATELY COVERED AND WOULD NOT HAVE A MATERIAL AND ADVERSE EFFECT ON THE MARKETABILITY OF LOTS.
3. IN FURTHERANCE OF THE FOREGOING, A POWER COUPLED WITH AN INTEREST IS HEREBY RESERVED AND GRANTED TO OWNER/DEVELOPER TO MAKE OR CONSENT TO ANY SUCH AMENDMENT ON BEHALF OF EACH OWNER. EACH DEED, MORTGAGE, OTHER EVIDENCE OF OBLIGATION OR OTHER INSTRUMENT AFFECTING A LOT AND THE ACCEPTANCE THEREOF SHALL BE DEEMED TO BE A GRANT AND ACKNOWLEDGMENT OF, AND CONSENT TO THE RESERVATION OF THE POWER TO OWNER/DEVELOPER TO MAKE, EXECUTE AND RECORD SUCH AMENDMENTS. THE RIGHT AND POWER OF THE OWNER/DEVELOPER TO MAKE SUCH AMENDMENTS HEREUNDER SHALL TERMINATE AT SUCH TIME OWNER/DEVELOPER HAS SOLD ALL OF ITS LOTS IN THE ADDITION.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC., HEREBY CERTIFY THAT WE ARE THE OWNERS AND THE PERSON OR PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT:

A TRACT OF LAND IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E, IB&M, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF THE NW1/4 OF SAID SECTION 1; THENCE DUE NORTH A DISTANCE OF 250.00 FEET; THENCE N 89° 45' 53" E A DISTANCE OF 496.75 FEET; THENCE S 07° 21' 15" E A DISTANCE OF 251.94 FEET; THENCE S 89°45' 53" W A DISTANCE OF 529.00 FEET TO THE POINT OF BEGINNING.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AND HAVE CAUSED THIS PLAT TO BE MADE OF SAID TRACT SHOWING ACCURATE DIMENSION OF LOTS AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS SPRADLIN ESTATES AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2018.

RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED RONALD T. SPRADLIN, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO ON BEHALF OF ABUNDANT RAIN MINISTRIES INC., SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

CERTIFICATE OF SURVEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, TONY ROBISON, A RESIDENT OF THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED AND PLATTED INTO LOTS THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. I FURTHER CERTIFY THAT THIS PLAT MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2018.

TONY ROBISON, LAND SURVEYOR 1666

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, PERSONALLY APPEARED TONY ROBISON, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE CERTIFICATE OF SURVEYS AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE SET FORTH.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES:_____

CERTIFICATE OF COWETA PLANNING COMMISSION

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUB-DIVISION "SPRADLIN ESTATES" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CHAIRMAN

CERTIFICATE OF CITY OF COWETA

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL ON _____.

BY _____
MAYOR OR VICE MAYOR

THIS APPROVAL IS VOID IF THE ABOVE SIGNATURE IS NOT ENDORSED BY THE CITY CLERK.

BY _____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA, DOES HEREBY NOW CERTIFY THAT THE PLAT OF SURVEY FOR THE SUBDIVISION KNOWN AS "SPRADLIN ESTATES" HAS BEEN FILED INTO THE CITY OF COWETA RECORDS.

COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, DANA PATTON, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2018.

DATED THIS ____ DAY OF _____, 2018

COUNTY TREASURER



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, P.E.; Community Development Director
Re: Annexation of Community Baptist Church property June, 2018
Date: March 1, 2019

BACKGROUND

In April of 2018 the First Baptist Church of Broken Arrow, owner of the property where the Community Baptist Church of Coweta is situated, consented to the annexation of their property into the City of Coweta. Council passed Resolution 2018-10 accepting the letter of consent and directed staff to take the actions stipulated in O.S. 11 § 21-103 pertaining to applications for annexations with the consent of a majority of owners of the properties to be annexed. The Council also established June 4, 2018 for the public hearing to be held.

The legal descriptions contained in the letter of consent were vague and confusing. Because of that a scrivener's error occurred and a small portion of the property was inadvertently omitted from the legal descriptions originally annexing the property. Ordinance 803 (Amended) corrects the legal description to include the portion that was omitted.

STAFF RECOMMENDATION

Staff recommends that Council adopt Ordinance 803 (Amended) and declare an emergency.

ATTACHMENTS

Ordinance 803 (Amended)
Annexation Location Map

**CITY OF COWETA
ORDINANCE NO. 803 (AMENDED)**

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ACCEPTING, ADDING AND ANNEXING LAND LOCATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, 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; PROVIDING A SERVICE PLAN FOR THE ANNEXED AREA; DIRECTING NOTIFICATION; 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:

Tract 1: A tract of land in the Southwest Quarter (SW/4) of Section one (1), Township seventeen (17) North, Range fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma according to the official U.S. Government Survey thereof, particularly described as follows:

Commencing at the Northeast corner of said SW/4; thence S00°55'11"E along the Easterly line of said SW/4 for 1127.00 feet to the point of beginning; thence continuing S00°55'11"E along the Easterly line of said SW/4 a distance of 233.28 feet to a point on the Easterly right of way line of State Highway 51; thence N31°39'13"W along said Easterly right of way line State Highway 51 for 320.91 feet; thence N89°17'53"E for 139.02 feet to the Easterly line of said SW/4 and the point of beginning of said tract of land.

Tract 2: A tract of land in the Southwest Quarter (SW/4) of Section one (1), Township seventeen (17) North, Range fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma according to the official U.S. Government Survey thereof, particularly described as follows:

Beginning at a point on East line of SW/4 a distance of 957 feet South of the NE corner thereof: thence West on a line parallel with North line of SW/4 a distance of 258.8 feet to the point of intersection with Easterly right-of-way line of State Highway 51: thence Southeasterly along Easterly right-of-way State Highway 51 a distance of 200 feet: thence Easterly on a line parallel with the North line of said SW/4 to the East line thereof: thence Northerly along said line to the Point of Beginning. Also

A tract of land in the Southwest Quarter (SW/4) of Section one (1), Township seventeen (17) North, Range fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma according to the official U.S. Government Survey thereof, particularly described as follows:

Beginning at a point on the East line of SW/4 a distance of 797.15 feet South of the Northeast corner thereof and same being the Northwest corner of Lot 10, Block 3, Skyview Addition, A Subdivision in Wagoner County, State of Oklahoma; thence Southerly along the East line of said SW/4 a distance of 159.85 feet; thence Westerly and parallel with North line of said SW/4 to a point on the East right-of-way of State Highway 51; thence Northwesterly and along said right-of-way to a point on the South right-of-way of East 127th Street South as shown on the RECORD PLAT of said SKYVIEW ADDITION; thence Northeasterly along said right-of-way a distance of 299.33 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.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, THAT

SECTION 1: 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 High Intensity Commercial (CH).

SECTION 2: That the City Clerk of the City of Coweta, Oklahoma, is hereby directed to file a copy of this Ordinance, together with the Service Plan 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: 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 1 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.

That an emergency exists for the preservation of public health, peace and safety and by reason whereof, this ordinance shall take effect immediately upon its passage.

PASSED AND APPROVED THIS 4TH DAY OF MARCH, 2019, WITH EMERGENCY CLAUSE VOTED UPON SEPARATELY.

ATTEST:

Evette Morris, Mayor

APPROVED AS TO FORM:

Brittany Long, City Clerk

Ronald D. Cates, City Attorney

