



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, SEPTEMBER 9, 2019 6:00 P.M.

MEETING PROCEDURE: Comments on all scheduled agenda items will be heard immediately following the presentation by staff or the petitioner. Please wait until you are recognized by the Mayor and keep your comments as brief as possible. Individuals addressing the City Council must identify themselves by name prior to making any comments. The City Council will act on an agenda item after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

EVETTE MORRIS _____

HAROLD CHANCE _____

NAOMI HOGUE _____

LOGAN BROWN _____

RANDY WOODWARD _____

IV. GENERAL CITY COUNCIL COMMENTS

(During the General City Council Comments section of the agenda, the City Council shall make no decision or take any action except as to request the City Manager to schedule the matter for Council discussion at a later date.)

V. CONSENT

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

1. Approval of Minutes for Regular Meeting

Approval of the minutes of the Coweta City Council Regular Meeting held on August 5, 2019.

Documents:

[190805 MINUTES OF THE COWETA CITY COUNCIL.PDF](#)

2. Minutes for Special Meeting

Approval of the minutes of the Coweta City Council Special Meeting held on August 26, 2019.

Documents:

[190826 MINUTES OF SPECIAL CITY COUNCIL MEETING.PDF](#)

3. Minutes for Joint Special Meeting

Approval of the minutes of the Coweta City Council and Coweta Planning Commission joint special meeting held on August 26, 2019.

Documents:

[190826 MINUTES OF JOINT SPECIAL MEETING.PDF](#)

VI. OLD BUSINESS

1. Final Plat Approval

Discussion and possible action on a request by Truco Development Company, LLC , Developer and Heartland Surveying & Mapping, Surveyor, for final plat approval of Coweta Farm, a subdivision of approximately 4.38 acres with seven (7) residential lots located on the southwest corner of East 131st Street South and South 273rd East Avenue, in Section 11, Township 17 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma.
(Chip Cohrs, Community Development Director)

Documents:

[190909 STAFF REPORT COWETA FARM FINAL PLAT.PDF](#)
[FINAL PLAT COWETA FARM SHEET 1 OF 2.PDF](#)
[FINAL PLAT COWETA FARM SHEET 2 OF 2.PDF](#)

2. CDBG Water System Improvements

Discussion and possible action to rescind the Notice of Award to Bolding Construction for the waterline project awarded in May 2019, direct staff to rebid the project, and authorize the City Manager to begin the process of calling the Bid Bond submitted by Bolding Construction.
(Chip Cohrs, Community Development Director)

Documents:

[190909 STAFF REPORT CDBG PROJECT.PDF](#)

3. Roland Park Improvements

Discussion and possible action to accept the improvements designed by Crafton Tull for Roland Park and direct staff to initiate the public bid process for said improvements.
(Roger Kolman, City Manager)

Documents:

[190909 STAFF REPORT ROLAND PARK.PDF](#)
[190909 ROLAND PARK PLAN SET.PDF](#)

4. Tax Incentive Agreement

Discussion and possible action to approve a certain Tax Incentive Agreement with 918 Holdings, LLC and the Coweta Industrial Development Authority.
(Roger Kolman, City Manager)

Documents:

[190906 STAFF REPORT ON 1843 SALES TAX INCENTIVE.PDF](#)
[190904 SALES TAX INCENTIVE AGREEMENT 918 HOLDINGS LLC.PDF](#)
[190909 LETTER FROM 918 HOLDINGS.PDF](#)

5. Infrastructure Sales Tax

Discussion regarding the funding of major capital expenditures through a dedicated sales tax.
(Roger Kolman, City Manager)

Documents:

[190909 STAFF REPORT INFRASTRUCTURE TAX .PDF](#)

VII. NEW BUSINESS

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

VIII. ADJOURNMENT

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2019 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, August 5, 2019 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Logan Brown.

COUNCILMEMBERS ABSENT: Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Mayor Morris.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present and absent as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Morris expressed her thanks for the work done on the downtown sidewalk project.

V. CONSENT

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

1. Minutes of the Coweta City Council Regular Meeting held on July 1, 2019.
2. Declaration of surplus and authorization of the City Manager to dispose of Alcatel-Lucent IP Touch Telephone System.

Aye: Harold Chance
Logan Brown
Evette Morris
Naomi Hogue

VI. OLD BUSINESS

1. Recognition of Coweta Youths.

Chief of Police Mike Bell presented Jasper Long and Braxton Long with Citizenship Awards for their efforts to see that lost property was returned to its rightful owner.

2. Agreement for Fiscal Year 2019-2020 Worker's Compensation Coverage.

City Manager Roger Kolman presented information on the renewal of the 2019-2020 Worker's Compensation insurance coverage and explained the escrow account funds available for paying a portion of the premium.

Motion by Harold Chance, second by Logan Brown to approve the renewal contract and authorize the use of \$87,031 in escrow funds to pay a portion of the premium.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2019 6:00 P.M.**

Aye: Harold Chance
Logan Brown
Evette Morris
Naomi Hogue

3. Ballot for Election of OkMRF Trustee

Roger Kolman presented information on the election ballot for At-Large Trustee of the Oklahoma Municipal Retirement Fund (OkMRF), and recommended approval of Resolution 2019-27 casting a vote for Robert Johnston, City Manager of the City of Frederick.

Motion by Evette Morris, second by Harold Chance to approve Resolution 201-27.

Aye: Evette Morris
Harold Chance
Naomi Hogue
Logan Brown

4. Appointment of Requisition and Receiving Personnel

Fire Chief Greg Edwards explained the need for Requisition and Receiving Officers related to the expenditure of funds received from Wagoner County for rural fire operations.

Motion by Evette Morris, second by Logan Brown to appoint Fire Chief Greg Edwards and Assistant City Manager Julie Casteen to serve as requisitioning officers, and Deputy Fire Chief Aaron Culwell and Fire Captain Brian Woodward to act as receiving officers for purchases utilizing the Wagoner County Sales Tax Account.

Aye: Evette Morris
Logan Brown
Harold Chance
Naomi Hogue

5. Purchase of Pickup for Cemetery

Public Works Director Rob Werley presented information regarding the purchase of a replacement pickup for Cemetery operations.

Motion by Harold Chance, second by Logan Brown to approve the purchase of one (1) 2020 Ford half ton pickup truck for the Cemetery from Bill Knight Ford at a cost not to exceed Twenty-Five Thousand Dollars (\$25,000), utilizing Oklahoma Statewide Purchasing Contract SW0035 and authorizing the City Manager to execute all documents related thereto.

Aye: Harold Chance
Logan Brown
Evette Morris
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2019 6:00 P.M.**

6. Live Scan Purchase Contract

Police Chief Mike Bell presented information on the potential purchase of a Live-Scan fingerprinting machine to be paid from the Capital Improvements Fund. Chief Bell stated that the system is compatible with all existing equipment.

Motion by Evette Morris, second by Harold Chance to approve the purchase of a Live-Scan fingerprinting machine to be installed at the Coweta Police Department at a cost not to exceed Seventeen Thousand Eight Hundred and Seventy-Eight Dollars (\$17,878.00) and direct the City Manager to sign all required documents.

Aye: Evette Morris
Harold Chance
Naomi Hogue
Logan Brown

7. Agreement for SRO Services

Police Chief Mike Bell presented an agreement with the Coweta Board of Education to provide a School Resource Officer (SRO) Program. Chief Bell stated that Officer Jeremy Barnett would be assigned as the new SRO.

Motion by Harold Chance, second by Logan Brown to approve the Memorandum of Understanding between the City of Coweta and the Coweta Board of Education pertaining to the operations of a School Resource Officer Program within the Coweta Public School system.

Aye: Harold Chance
Logan Brown
Evette Morris
Naomi Hogue

8. Purchase of Police Unit

Police Chief Mike Bell presented information on the purchase of a new police unit budgeted in the Capital Improvement Fund. The purchase price does not include equipment or decals.

Motion by Harold Chance, second by Logan Brown to approve the purchase of one (1) 2020 Ford Police Interceptor vehicle from Bill Knight Ford utilizing State of Oklahoma Purchasing Contract SW0035 at a cost not to exceed Thirty-Nine Thousand Dollars (\$39,000.00) and direct the City Manager to sign all required documents.

Aye: Harold Chance
Logan Brown
Evette Morris
Naomi Hogue

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2019 6:00 P.M.**

IV. NEW BUSINESS

There was no new business.

V. ADJOURNMENT

Mayor Morris adjourned the meeting at 6:20 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL
SPECIAL MEETING
AUGUST 26, 2019 7:00 P.M.**

The members of the Coweta City Council met in a special session on Monday, August 26, 2019 at 8:58 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma following the joint special meeting with the Coweta Planning Commission.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Randy Woodward.

COUNCILMEMBERS ABSENT: Logan Brown.

I. CALL TO ORDER

The meeting was called to order by Mayor Morris.

II. ROLL CALL

Roll call taken. Councilmembers were present and absent as shown above.

III. OLD BUSINESS

1. Library Roof Scope Change

Cliff Johnson, the City's engineering consultant with Terracon, presented information on a change to the scope of the Library Roof project to correct issues encountered during installation of the new standing seam roof panels that were unknown at the time of bidding the project. Variances in the original roof construction prevent successful installation of the metal panels; the manufacturer recommends changing to a Thermoplastic Polyolefin (TPO) material with attached ribbing to maintain the appearance of a metal roof. The TPO roofing would be installed on both faces of the roof with no change in cost.

The City would retain the 20-year manufacturer's warranty but should also realize energy savings due to the higher R-value of the proposed material compared to the original panels. In addition, the material is warranted against hail up to three inches.

Motion by Randy Woodward, second by Harold Chance, to amend the scope of the project for the current Library Roof project proposed by the Roofing Contractor A-Best Roofing as described by Cliff Johnson.

Aye: Randy Woodward
 Harold Chance
 Evette Morris
 Naomi Hogue

2. Acceptance of Off-site Sanitary Sewer Structure for Wynstone Subdivision

Chip Cohrs, City Engineer, recommended approval of Resolution 2019-28 accepting sewer lines for the Wynstone Subdivision, provided that record drawings are submitted to the City Engineer and a two-year maintenance bond are submitted to the City.

**MINUTES OF THE COWETA CITY COUNCIL
SPECIAL MEETING
AUGUST 26, 2019 7:00 P.M.**

Motion by Harold Chance, second by Randy Woodward to approved Resolution 2019-28 with the stipulations noted by Chip Cohrs.

Aye: Harold Chance
 Randy Woodward
 Evette Morris
 Naomi Hogue

IV. NEW BUSINESS

There was no new business.

V. ADJOURNMENT

Mayor Morris adjourned the meeting at 9:09 p.m.

Evette Morris, Mayor

Julie Casteen, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL AND PLANNING COMMISSION
JOINT SPECIAL MEETING
AUGUST 26, 2019 7:00 P.M.**

The members of the Coweta City Council and Commissioners of the Coweta Planning Commission met in a joint special session on Monday, August 26, 2019 at 7:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Evette Morris, Harold Chance, Naomi Hogue, Randy Woodward.

COUNCILMEMBERS ABSENT: Logan Brown.

COMMISSIONERS PRESENT: Jessica Morris, Kathleen Robinson, Carter Mathews, Joanna Jones.

COMMISSIONERS ABSENT: Melanie Lander.

I. CALL TO ORDER

The meeting was called to order by Mayor Morris and Vice-Chairman Robinson.

II. ROLL CALL

Roll call taken. Councilmembers and Commissioners were present and absent as shown above.

III. OLD BUSINESS

Presentation given by Scott Bruce, representing the Indian Nations Council of Governments (INCOG) regarding the update to the City of Coweta Comprehensive Plan. Comments from the public were recorded for consideration in planning for future community growth.

IV. NEW BUSINESS

There was no new business.

V. ADJOURNMENT

Mayor Morris and Commissioner Robinson adjourned the meeting at 8:51 p.m.

**MINUTES OF THE COWETA CITY COUNCIL AND PLANNING COMMISSION
JOINT SPECIAL MEETING
AUGUST 26, 2019 7:00 P.M.**

Evette Morris, Mayor

Kathleen Robinson, Vice-Chairman

Julie Casteen, City Clerk

Carter Mathews, Secretary



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; Community Development Director
Re: Final Plat Coweta Farm
Date: 09-09-2019

BACKGROUND

At the August 26, 2019 Planning Commission meeting, the Planning Commission unanimously recommended approval of the final plat for Coweta Farm with the condition that the developer meet the comments from the Technical Advisory Committee, the City Engineer and City Attorney.

Coweta Farm is a 4.38 acre residential development by Truco Development Company, LLC located generally at the southwest corner of the intersection of 273rd East Avenue and East 131st Street South. This subdivision will consist of seven (7) single family residential lots and complies with the current zoning of RS-1.

Utilities/Site Area: The 4.38 acre more or less, the subdivision is proposed to be served by City Water and City Sewer with Developer extension of the utility lines. Windstream, ONG, AEP and Cox have all been notified and a No Meet, Technical Advisory Committee meeting was held on August 20, 2019. Additional utility easements will need to be provided in order to meet the requirement of these utilities, the Engineer/Developer have been informed as to what is needed to satisfy said requirements.

STAFF RECOMMENDATION

Staff recommends approval of the Final plat with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

1. Final Plat Coweta Farm.



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Memorandum

To: Honorable Mayor and City Council
From: Wm. H. Cohrs, III, PE; City Engineer
Re: CDBG Water System Improvement Project
Date: September 4, 2019

BACKGROUND

This project was advertised first on the 24th of April and second on the 1st of May of this year. Bids were received on the 16th of May. Council authorized the award to Bolding Construction, Haskell, OK at the June 3, 2019 Council meeting subject to Bolding Construction getting their DUNS number registered on the SAM.gov web. There were some delays, but Bolding Construction finally did get their DUNS Number registered on the SAM.gov web site and the Notice of Award was issued.

Contracts were issued to Bolding Construction for them to obtain the required Surety Bonds and Maintenance Bonds. Bolding Construction has been unable to secure the necessary Bonding for the project and in accordance with 61 O.S. 107 & 112 are therefore unable to perform the work.

The contractor did provide the required 5% bid bond. Staff is recommending that the bid bond be called to help offset the costs of rebidding the project in accordance with 61 O.S. 107.

STAFF RECOMMENDATION

Staff recommends that the notice of Award be rescinded due to the inability of the Contractor to obtain the required Bonds, authorize the City Manager to proceed with "calling " the five percent (5%) and direct staff to rebid the project.

ATTACHMENTS



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Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Roland Park Project
Date: 09/09/2019

BACKGROUND

The long-anticipated plan set for the Roland Park project is now available for action by the City Council. The proposed improvements include: a splash pad; resurfacing of the basketball court; extension of the walking path; additional parking; drainage improvements; and improvements to the backstops for the two baseball fields.

In accordance with the Coweta Comprehensive Plan, and 11 O.S. 45-104 the Coweta Planning Commission has reviewed the plans and recommended approval by the City Council.

STAFF RECOMMENDATION

Staff recommends approval of the plans for Roland Park and direction for staff to initiate the public bidding process.

ATTACHMENTS

Roland Park Plan Set.

DRAWING FILE NAME AND LOCATION: C:\18450600_CowetaRoad\INFRASTRUCTURE\CIVIL\DWG\COVERSHEET.dwg; LAYOUT TAB: COVER SHEET
LAST SAVED BY: KSEWELL 6/21/2019 9:30:05 AM
PLOTTED BY: KYLE SEWELL (ONLY VALID ON 148RD COPY)

LEGEND (EXISTING)

SYMBOLS	LINEWORK
	EASEMENT
	CURB
	INTERMEDIATE CONTOUR
	INDEX CONTOUR
	SANITARY SEWER CLEANOUT
	GAS METER
	GAS VALVE
	STORM SEWER PIPE
	DOWN GUY
	WATER VALVE
	FIRE HYDRANT ASSEMBLY
	AIR RELEASE VALVE
	FIRE DEPARTMENT CONNECTION
	WATER METER
	SPRINKLER HEAD
	ELECTRIC PEDESTAL
	GRATED INLET
	DROP INLET
	TREE
	TREE TO BE REMOVED

LEGEND (PROPOSED)

SYMBOLS	LINEWORK
	EASEMENT
	CURB
	INTERMEDIATE CONTOUR
	INDEX CONTOUR
	SANITARY SEWER CLEANOUT
	GAS METER
	GAS VALVE
	STORM SEWER PIPE
	STRUCTURE NUMBER
	WATER VALVE
	FIRE HYDRANT ASSEMBLY
	AIR RELEASE VALVE
	FIRE DEPARTMENT CONNECTION
	WATER METER
	BACK FLOW PREVENTER
	REDUCER
	PLUG VALVE
	GRATED INLET
	DROP INLET

PROJECT INFORMATION

SITE ENGINEER: CRAFTON, TULL & ASSOCIATES .INC
KYLE SEWELL
201 W. 5TH STREET, SUITE 302
TULSA, OK 74103
(918) 584-0347

SITE OWNER/DEVELOPER: CITY OF COWETA
310 BROADWAY
COWETA, OK 74429

COVER SHEET; GENERAL NOTES

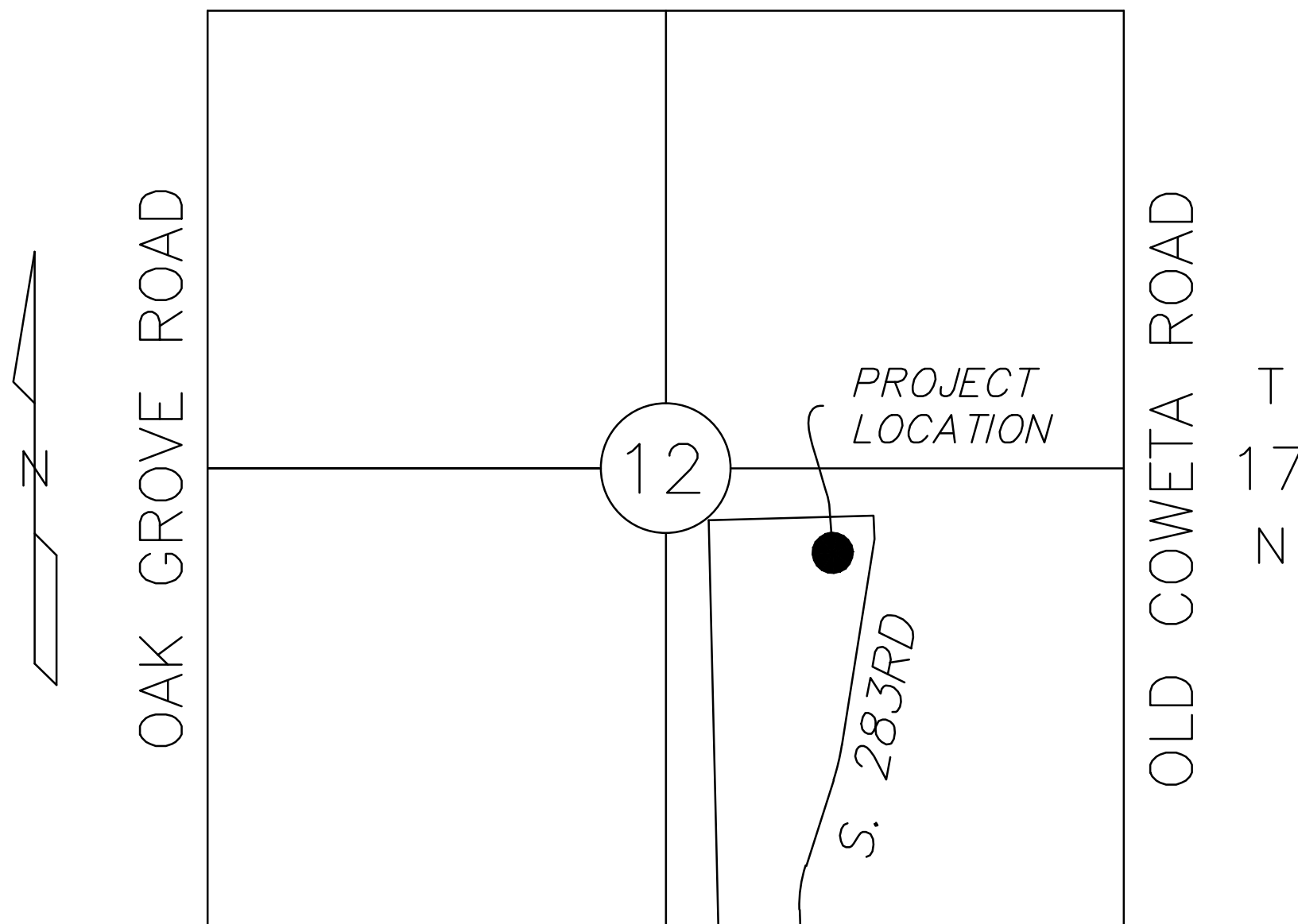
- THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY CONTRACTOR. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE ONLY FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE DRAWINGS IS BASED ON A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE DRAWINGS. CRAFTON TULL ASSUMES NO RESPONSIBILITY REGARDING THE ACCURACY OF THE DEPICTED LOCATION(S) OF THE UNDERGROUND FACILITIES ON THESE DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ANY OTHER FACILITIES NOT SHOWN ON THESE DRAWINGS. CONTRACTOR SHALL VERIFY LOCATION OF ALL FACILITIES BEFORE BEGINNING WORK.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN OR NEAR THE CONSTRUCTION SITE.
- THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICES, IS THE PROPERTY OF CRAFTON, TULL & ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CRAFTON, TULL & ASSOCIATES, INC.
- CONTRACTOR SHALL NOT CAUSE ANY LONG-TERM INCONVENIENCE TO THE PUBLIC, ADJACENT PROPERTY OWNERS, PEDESTRIANS, ETC. DURING CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES DURING CONSTRUCTION.
- CONTRACTOR SHALL CONTACT THE ENGINEER FOR CLARIFICATION IF A DISCREPANCY OR INCONSISTENCY IS IDENTIFIED IN THE PLANS OR SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND IMPLEMENTATION OF ALL SHEETING, SHORING, AND SPECIAL EXCAVATION MEASURES REQUIRED ON THE PROJECT WHICH ARE NECESSARY TO CONFORM TO OSHA, FEDERAL, STATE AND LOCAL REGULATIONS.
- CRAFTON TULL & ASSOCIATES, INC. (CTA) HAS NOT BEEN RETAINED BY THE OWNER FOR CONSTRUCTION ADMINISTRATION OR OBSERVATION SERVICES FOR THE WORK INDICATED ON THESE DRAWINGS. THEREFORE, CTA HEREBY NOTIFIES ALL PARTIES INVOLVED THAT CRAFTON, TULL & ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY FOR THE INTERPRETATION, COORDINATION, OR ADMINISTRATION OF THESE DOCUMENTS AND/OR DEVIATIONS THEREOF. FURTHERMORE, CRAFTON, TULL & ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR ANY EFFECTS THAT ANY CHANGES TO THESE DOCUMENTS MAY HAVE ON ANY RELATED TRADES, CONSTRUCTION SEQUENCES, OR OPERATION OF THE COMPLETED PROJECT EXCEPT AS SPECIFICALLY NOTED IN THE AGREEMENT BETWEEN CRAFTON, TULL & ASSOCIATES AND THE OWNER.
- 63 OKLAHOMA STATUTE ANNOTATED 63-981: ACTIVITY WITHIN SIX FEET OF HIGH VOLTAGE OVERHEAD LINE OR CONDUCTOR PROHIBITED:**
NO PERSON, FIRM, CORPORATION OR ASSOCIATION SHALL, INDIVIDUALLY OR THROUGH AN AGENT OR EMPLOYEE AND NO PERSON AS AN AGENT OR EMPLOYEE OF ANY PERSON, FIRM, CORPORATION OR ASSOCIATION, SHALL PERFORM OR PERMIT ANY AGENT OR EMPLOYEE TO PERFORM ANY FUNCTION OR ACTIVITY UPON ANY LAND, BUILDING, HIGHWAY, OR OTHER PREMISES, WHEN IT IS POSSIBLE DURING THE PERFORMANCE OF SUCH ACTIVITY FOR ANY PERSON OR EMPLOYEE ENGAGED IN PERFORMING WORK CONNECTED WITH OR RELATED TO SUCH FUNCTION OR ACTIVITY TO MOVE TO OR TO BE PLACED IN A POSITION WITHIN SIX (6) FEET OF ANY HIGH VOLTAGE OVERHEAD ELECTRICAL LINE OR CONDUCTOR, OR WHEN IT IS POSSIBLE FOR ANY PART OF ANY TOOL, EQUIPMENT, MACHINERY OR MATERIAL TO BE USED BY ANY SUCH PERSON OR EMPLOYEE TO BE BROUGHT WITHIN SIX (6) FEET OF ANY SUCH OVERHEAD HIGH VOLTAGE LINE OR CONDUCTOR THROUGH ANY LATERAL, VERTICAL OR SWINGING MOTION DURING THE PERFORMANCE OF SUCH FUNCTION OR ACTIVITY.

XXXXXX



ROLAND PARK CITY OF COWETA

R 15 E
SOUTH 131ST STREET SOUTH



LOCATION MAP

CITY OF COWETA STANDARDS

STD. NO	DESCRIPTION
W 07	TRENCH CONDITIONS
W 08	WATER LINE STREET CROSSING DETAIL
W 14	2" COMPOUND METER SETTING

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF COWETA STANDARDS AND SPECIFICATIONS.



LOCATION OF UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND HAVE NOT BEEN UNCOVERED FOR THE PURPOSE OF THESE PLANS. AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON THE SITE, THE CONTRACTOR SHALL CALL OKLAHOMA ONE-CALL SYSTEM, INC. AT 1-800-522-6543.

PREPARED BY:

Kyle Sewell
KYLE SEWELL, P.E.
CRAFTON TULL

06/21/2019

DATE



201 W. 5th Street, Suite 302
Tulsa, Oklahoma 74103

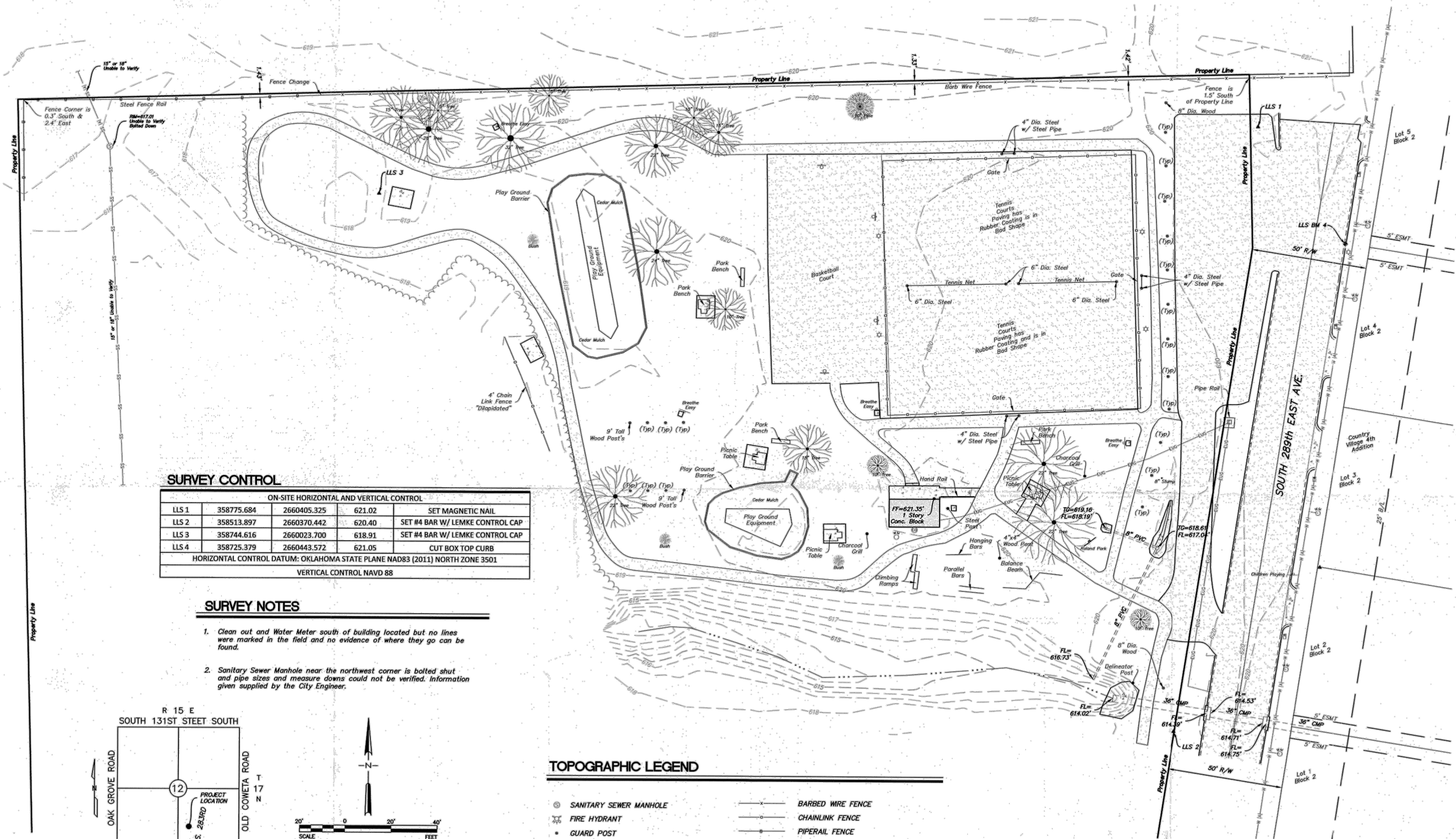
918.584.0347 | 918.584.3783 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PELS) EXPIRES 6/30/2020

APPROVED BY:

CITY ENGINEER
ADVERTISEMENT DATE:

DATE

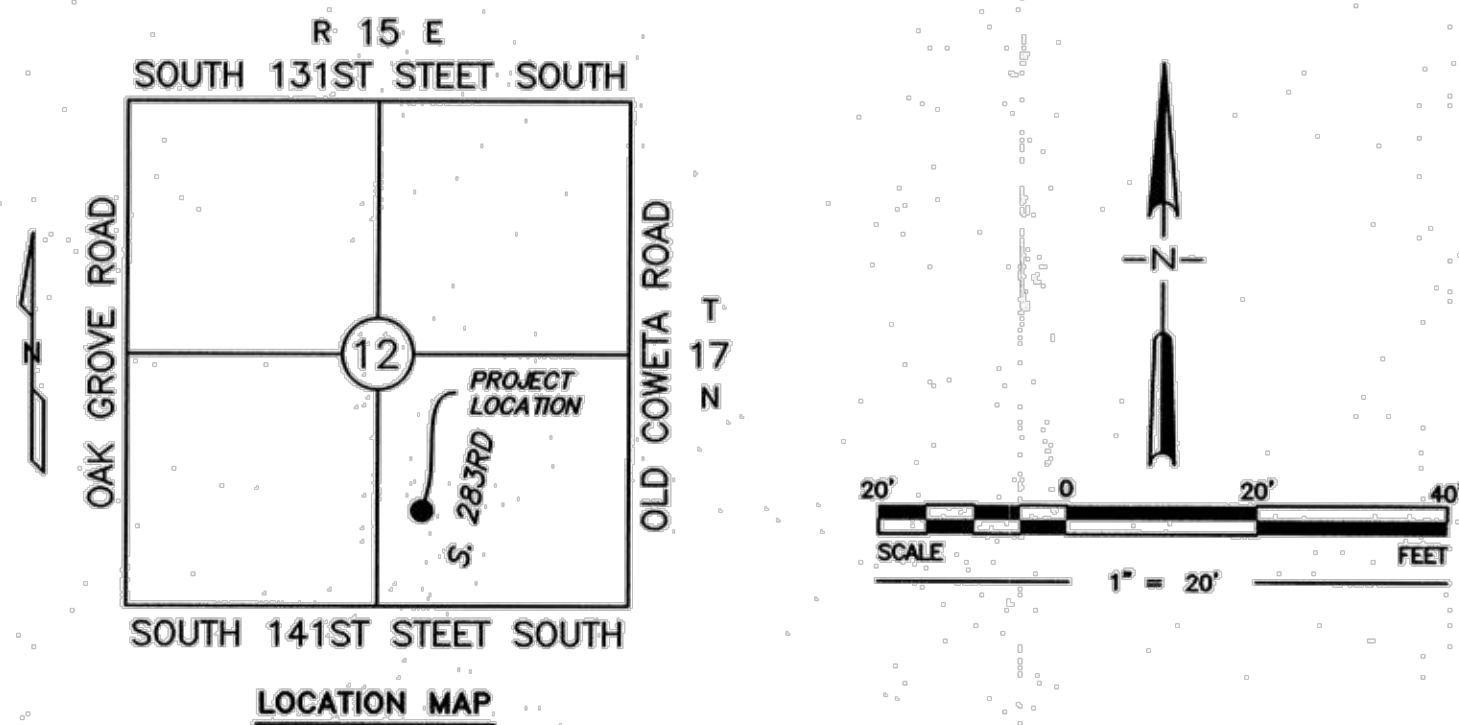


SURVEY CONTROL

ON-SITE HORIZONTAL AND VERTICAL CONTROL				
LLS 1	358775.684	2660405.325	621.02	SET MAGNETIC NAIL
LLS 2	358513.897	2660370.442	620.40	SET #4 BAR W/ LEMKE CONTROL CAP
LLS 3	358744.616	2660023.700	618.91	SET #4 BAR W/ LEMKE CONTROL CAP
LLS 4	358725.379	2660443.572	621.05	CUT BOX TOP CURB
HORIZONTAL CONTROL DATUM: OKLAHOMA STATE PLANE NAD83 (2011) NORTH ZONE 3501				
VERTICAL CONTROL DATUM: NAVD 88				

SURVEY NOTES

1. Clean out and Water Meter south of building located but no lines were marked in the field and no evidence of where they go can be found.
2. Sanitary Sewer Manhole near the northwest corner is bolted shut and pipe sizes and measure downs could not be verified. Information given supplied by the City Engineer.



TOPOGRAPHIC LEGEND

- | | | | |
|---|--------------------------------|---|------------------------------------|
|  | SANITARY SEWER MANHOLE |  | BARBED WIRE FENCE |
|  | FIRE HYDRANT |  | CHAINLINK FENCE |
|  | GUARD POST |  | PIPERAIL FENCE |
|  | LIGHT POLE |  | ELECTRIC UNDERGROUND LINE |
|  | SANITARY SEWER CLEANOUT |  | SANITARY SEWER LINE (ATLAS) |
|  | ELECTRIC RISER |  | STORM DRAIN LINE |
|  | SIGN |  | WATER LINE (ATLAS) |
|  | WATER METER |  | GROUND SURFACE CONTOUR |
|  | MAILBOX |  | CURB AND GUTTER |
|  | BASKETBALL GOAL |  | SURFACE DRAINAGE FLOWLINE |
|  | ELECTRIC METER |  | TREE DRIP LINE |
|  | WATER VALVE BOX |  | SHRUB LINE |
| | |  | SPOT ELEVATION |
| | |  | CONCRETE |
| | |  | ASPHALT |



UTILITY WARNING:
The underground utilities shown have been located from record documents or field locations by the operator. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities.

Utility elevations and sizes may have been measured under adverse field conditions. Upon exposing the utility, elevations and line sizes should be verified by the contractor prior to construction. Contractor should verify critical elevations using the benchmark provided by the surveyor or engineer. Any discrepancies should be immediately brought to the engineer's and surveyor's attention.

811 Ticket number 18101717463411 Dated 10-17-2018

Notified PSO ~ City of Coweta ~ Windstream OK ~ ONG East OK ~ COX Communications Tulsa

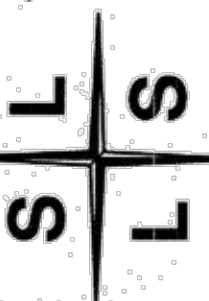


Surveyor's signature is not
ed, the plan is a copy
ould be assumed to contain
ized alterations. The
on contained on this
shall not apply to any

DATED: 10/25/2018

CHARLES D. CAHILL, P.L.S. NO. 1470
Last Date of Survey: 10-24-2018

LEMKE LAND SURVEYING, LLC

[illegible]

Surveyed By:	JL / ER
Drawn By:	RLR
Approved By:	CDC
Date:	10-25-2018
Scale:	1" = 20'
Project No:	18169

TOPOGRAPHIC SURVEY
ROLAND PARK

PART OF THE SE/4 SECTION 12 T-17-N R-15-E
CITY OF COWETA

"CRAFTON TULL
201 WEST 5TH STREET, SUITE 302 TULSA, OKLAHOMA, 74103

Sheet
Number

C-002

3226 BART CONNER DRIVE, NORMAN, OK 73072
PH.(405)366-8541 FAX(405)366-8540
CA # 6975
<http://www.lemko-ls.com>

WATERLINE QUANTITIES

	ITEM	QUANTITY	UNIT
101	6"X2" TEE	1	EA
102	2" TEE	1	EA
103	2"X ½" REDUCER	1	EA
104	½" PVC PIPE	12	LF
105	2" PVC PIPE	160	LF
106	6"X2" TAPPING SLEEVE	1	EA
107	2" METER AND BOX	1	EA
108	SAWCUT AND REPAIR ASPHALT	10.5	SY
109	AGGREGATE BACFILL	54	CY

1. ALL ITEMS LISTED INCLUDES FURNISHING LABOR, MATERIALS, AND ALL NECESSARY EQUIPMENT FOR COMPLETE INSTALLATION.
2. PVC PIPE SHALL BE DR21 CLASS 200.

CITY OF COWETA, OK 74429

[illegible]

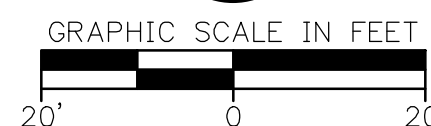
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C-003

Key Plan

[illegible]

C-004



Key Plan

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C-101



1. CONTRACTOR SHALL ABIDE BY ALL FEDERAL, STATE, AND LOCAL CODES FOR THE DEMOLITION AND DISPOSAL OF ALL MATERIALS.
2. CRAFTON, TULL AND ASSOCIATES, INC. SHALL NOT BE LIABLE FOR ANY DEMOLITION PROCEDURES, SCHEDULING, AND DISPOSAL OF ANY MATERIALS.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SURE THAT ADJACENT PROPERTY IS NOT DAMAGED AND IS ACCESSIBLE AT ALL TIMES, AND THAT CONSTRUCTION DOES NOT CREATE ANY HARDSHIP TO LAND OWNERS ADJACENT TO THE CONSTRUCTION SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
5. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE DISCONNECTION, REMOVAL AND RELOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING IRRIGATION SYSTEM IN THE AREAS OF SITE IMPROVEMENTS. THE CONTRACTOR SHALL CAP THE EXISTING IRRIGATION SYSTEM TO REMAIN SUCH THAT THE REMAINING SYSTEM SHALL CONTINUE TO FUNCTION PROPERLY.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION OF THE BUILDINGS.
8. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
9. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDINGS.
10. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
11. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC.
12. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO DEMOLITION.
13. CONTRACTOR MAY LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
14. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
15. THE CONTRACTOR SHALL COORDINATE WATERMAIN WORK WITH THE FIRE DEPARTMENT AND THE CITY/COUNTY UTILITY DEPARTMENT TO PLAN WATERMAIN IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATERMAIN SHUT-OFFS WITH THE CITY/COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATERMAIN SHUT-OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
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17. ALL TRENCHES AND/OR EXCAVATED AREAS SHALL BE FILLED/TESTED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT.
18. SEPTIC TANKS AND LINES SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS.
19. IF THE CONTRACTOR FINDS ANY UNDERGROUND TANKS ON SITE THEY SHALL CONTACT THE ENGINEER IMMEDIATELY.
20. ALL WELLS SHALL BE CAPPED AND CLOSED IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW.

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DRAWING: G:\18450600_COWETAROLA\INFRASTRUCTURE\CIVIL\DWG\DEMOLITION PLAN.DWG
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 LAST PLOTTED BY: KYIE SEWELL, 6/21/2019 6:23:56 PM (PLOTTED BY: " " VALID ON HARD COPY ONLY)



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DEMO CURB FOR
SW CONNECTION

SOUTH 283RD EAST AVE



GRAPHIC SCALE IN FEET

20' 0 20

ROLAND PARK

CITY OF COWETA, OK 74429

Key Plan

[illegible]

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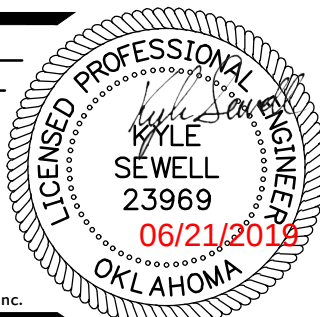
PROJECT NO: 18450600

ISSUE DATE: 4/26/19
CONTACT: K. CEJA/

CHECKED BY:

ISSUED FOR
CONSTRUCTION

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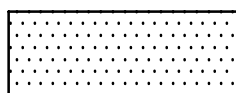
DEMOLITION PLAN - SOUTH

C-102

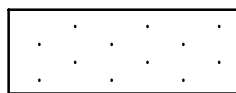
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LAYOUT: DEMOLITION PLAN - SOUTH, LAST SAVED: K52849, 6/21/2019 6:09:00 PM
LAST PLOTTED BY: KYLE SEWELL, 6/21/2019 6:23:57 PM (PLOTTED BY " " VALID ON HARD COPY ONLY)

1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY CONTRACTOR. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY/STATE/FEDERAL REGULATIONS AND CODES AND OSHA STANDARDS.
3. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
4. ALL CURB DIMENSIONS AND RADII ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT MARKINGS DIMENSIONS BACK OF CURB UNLESS OTHERWISE NOTED.
6. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
7. ALL CURB/SIDEWALK/HANDICAP RAMP DESIGNS SHALL CONFORM TO ADA STANDARDS OR LOCAL RESTRICTIVE CODES, WHICHEVER IS MORE RESTRICTIVE.
8. CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION START.
9. CONTRACTOR SHALL MATCH NEW CURB AND GUTTER, CONCRETE, AND PAVEMENT TO EXISTING IN GRADE AND ALIGNMENT.
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PROPOSED SIDEWALK
ALTERNATE A



PROPOSED SIDEWALK
ALTERNATE B



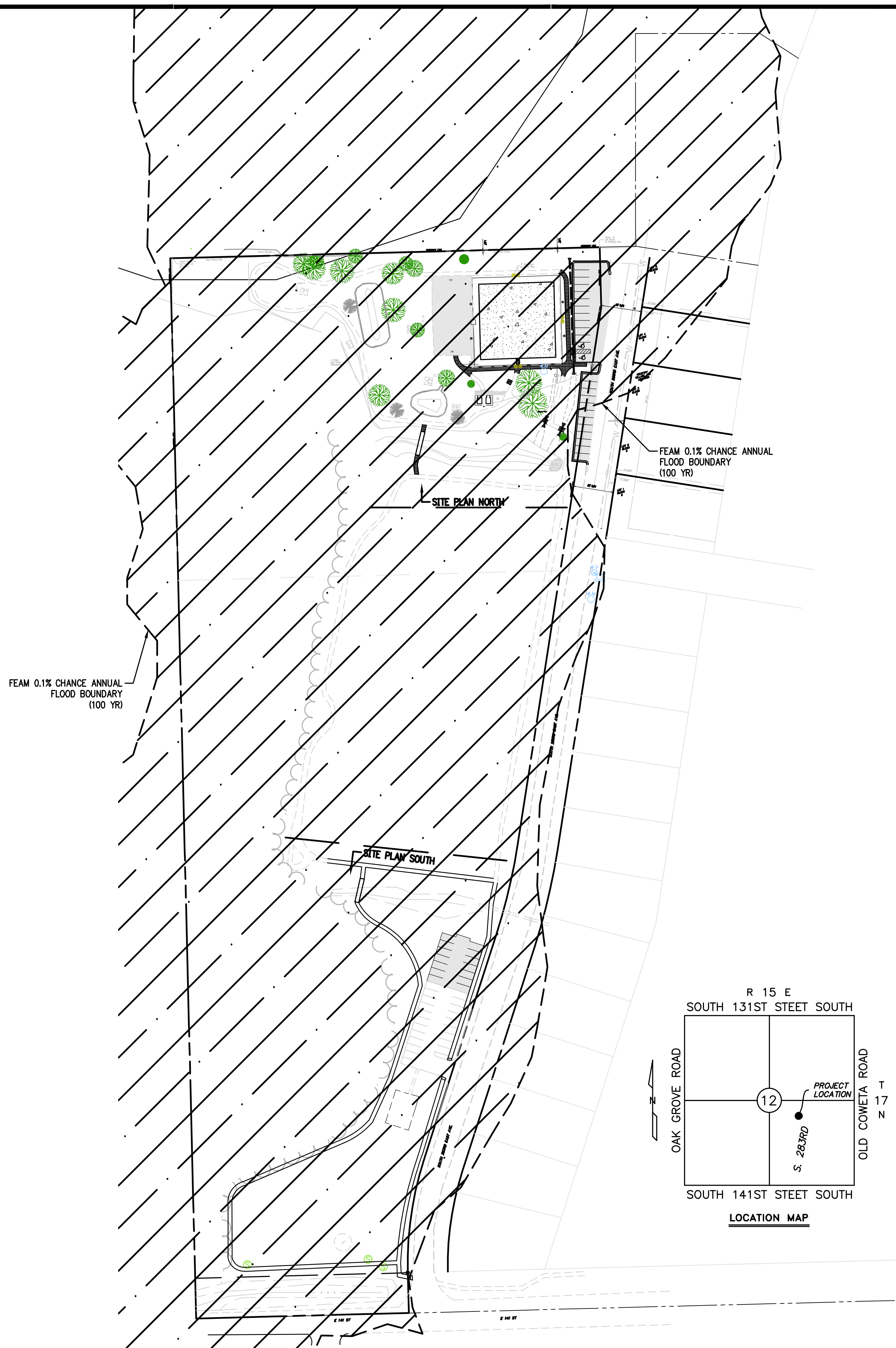
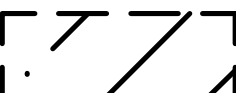
STANDARD ASPHALT PAVING
SEE C108 FOR DETAIL



TACTILE WARNING STRIP



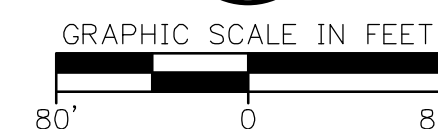
100 YR FLOODPLAIN



201 W. 5th Street, Suite 302
Tulsa, Oklahoma 74103

918.584.0347 t 918.599.0665 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2020



ROLAND PARK
CITY OF COWETA, OK 744

Key Plan

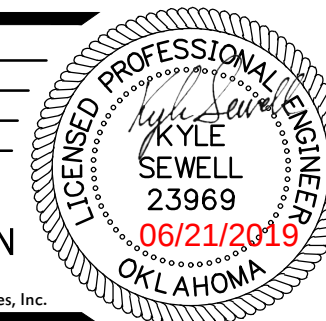
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PROJECT NO: 1845060
ISSUE DATE: 4/26/19
CONTACT: K. SEWELL
CHECKED BY:

ISSUED FOR
CONSTRUCTION

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OVERALL SITE PLAN

C-103

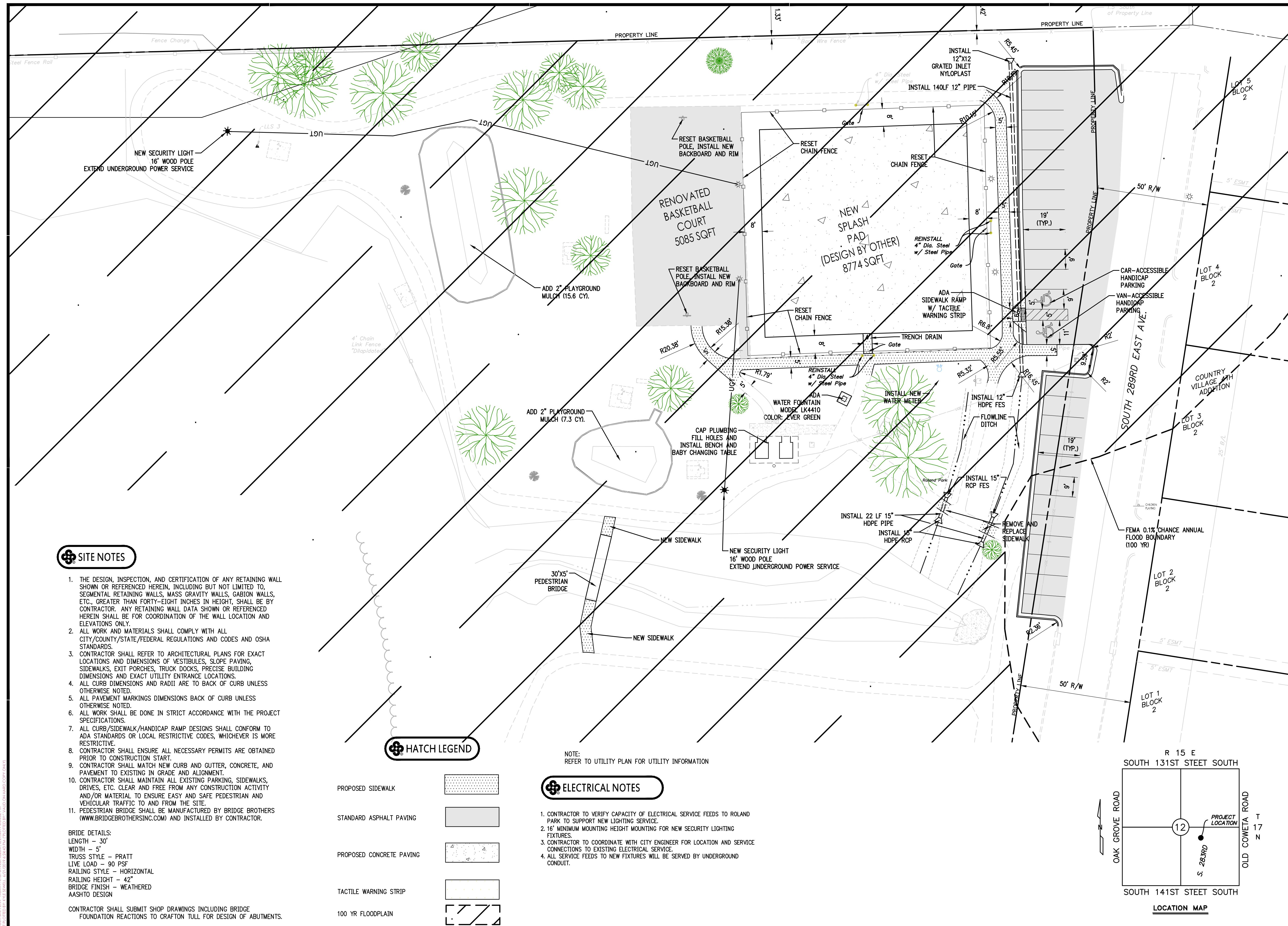
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ROLAND PARK
CITY OF COWETA, OK 74429

[illegible]

SITE PLAN - NORTH

C-104

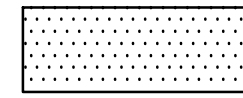


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11. PEDIESTRIAN BRIDGE SHALL BE MANUFACTURED BY BRIDGE BROTHERS (WWW.BRIDGEBROTHERSINC.COM) AND INSTALLED BY CONTRACTOR.

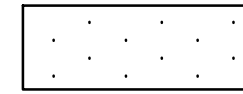
BRIDGE DETAILS:
LENGTH - 30'
WIDTH - 5'
TRUSS STYLE - PRATT
LIVE LOAD - 90 PSF
RAILING STYLE - HORIZONTAL
RAILING HEIGHT - 42"
BRIDGE FINISH - WEATHERED
AASHTO DESIGN

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INCLUDING BRIDGE
FOUNDATION REACTIONS TO CRAFTON TULL FOR DESIGN OF ABUTMENTS

PROPOSED SIDEWALK
ALTERNATE A



PROPOSED SIDEWALK
ALTERNATE B



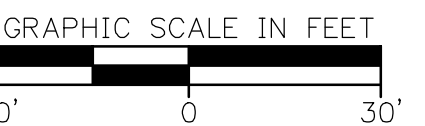
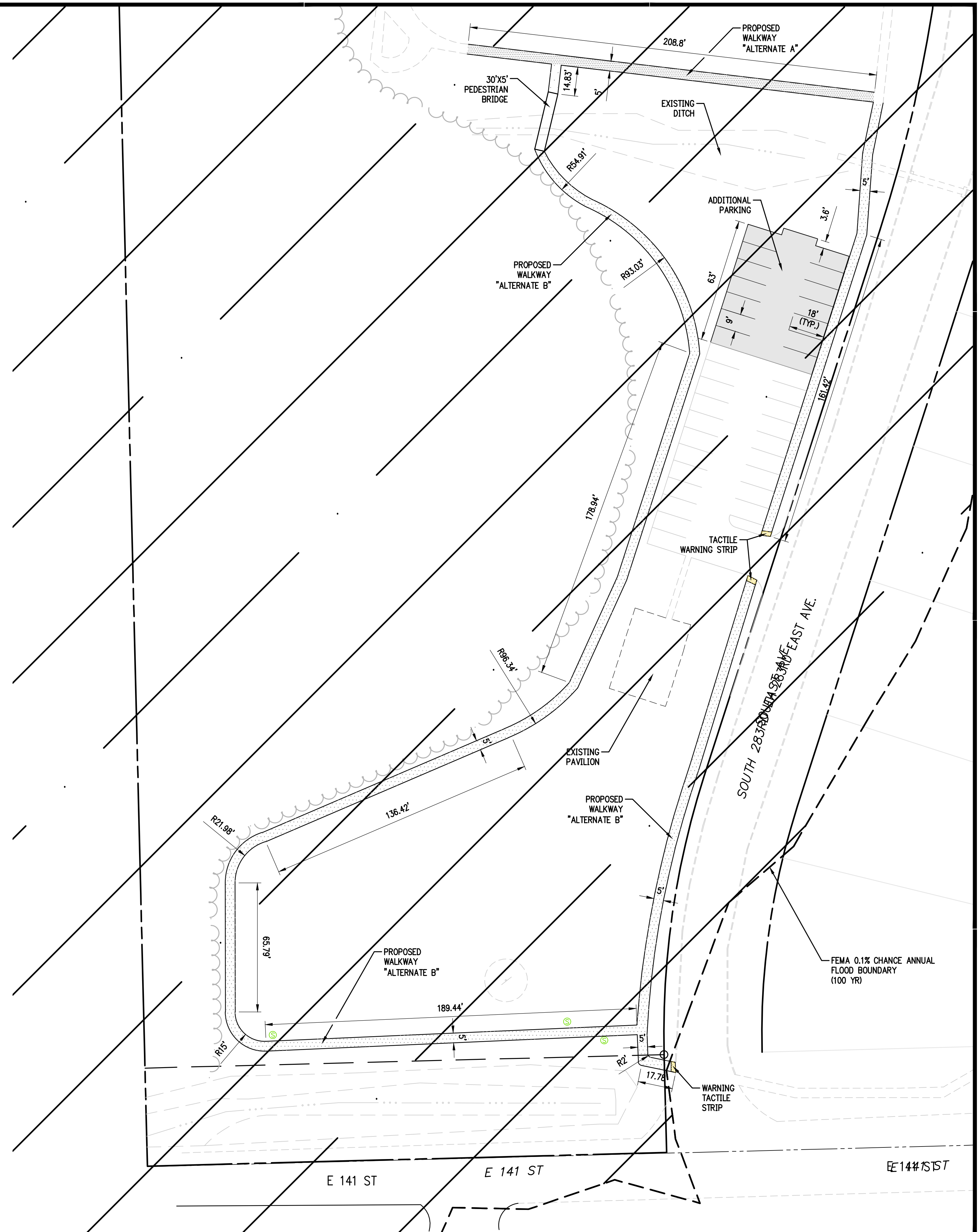
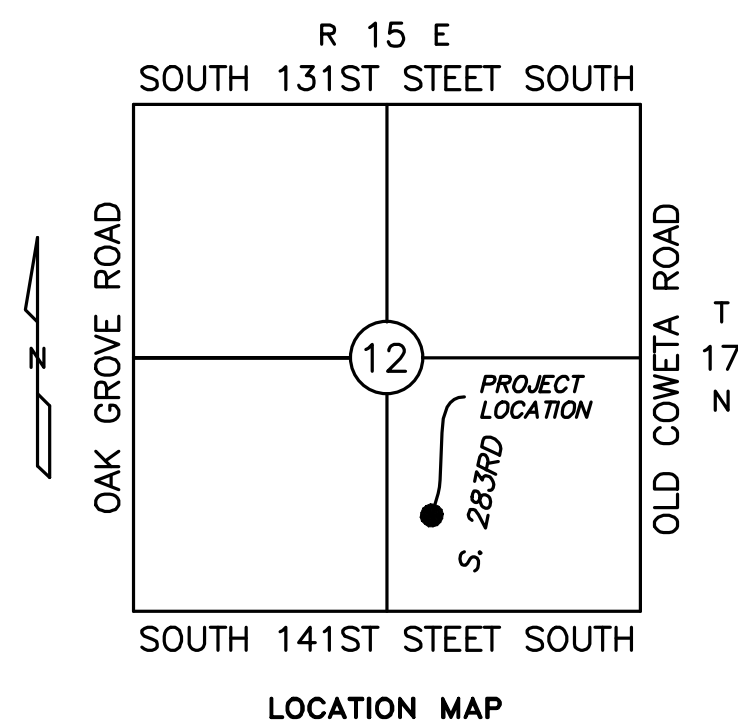
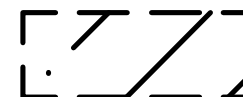
STANDARD ASPHALT PAVING
SEE C108 FOR DETAIL



TACTILE WARNING STRIP



100 YR FLOODPLAIN



ROLAND PARK
CITY OF COWETA, OK 74429

y Plan

[illegible]

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PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: K. SEWELL
CHECKED BY:

ISSUED FOR
CONSTRUCTION

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SITE PLAN - SOUTH

C-105

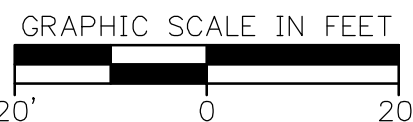
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LAST PLOTTED BY: KYIE SEWELL, 6/21/2019 6:24:44 PM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

201 W. 5th Street, Suite 302
Tulsa, Oklahoma 74103

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CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2020



ROLAND PARK
CITY OF COWETA, OK 74429

Key Plan

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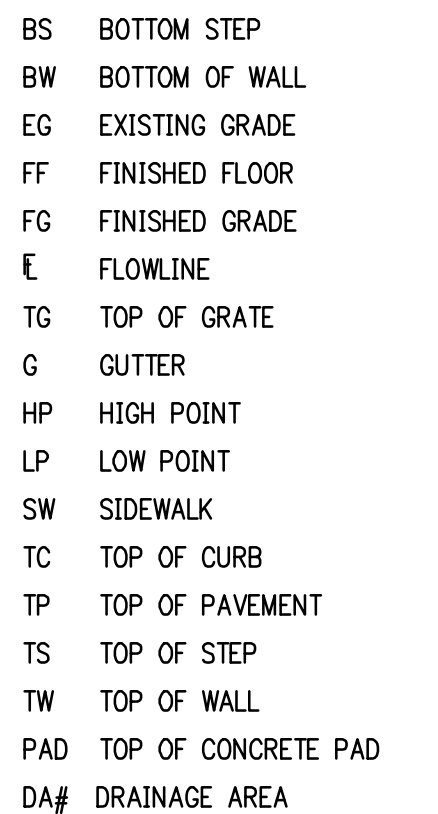
PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: K. SEWELL
CHECKED BY:

ISSUED FOR
CONSTRUCTION

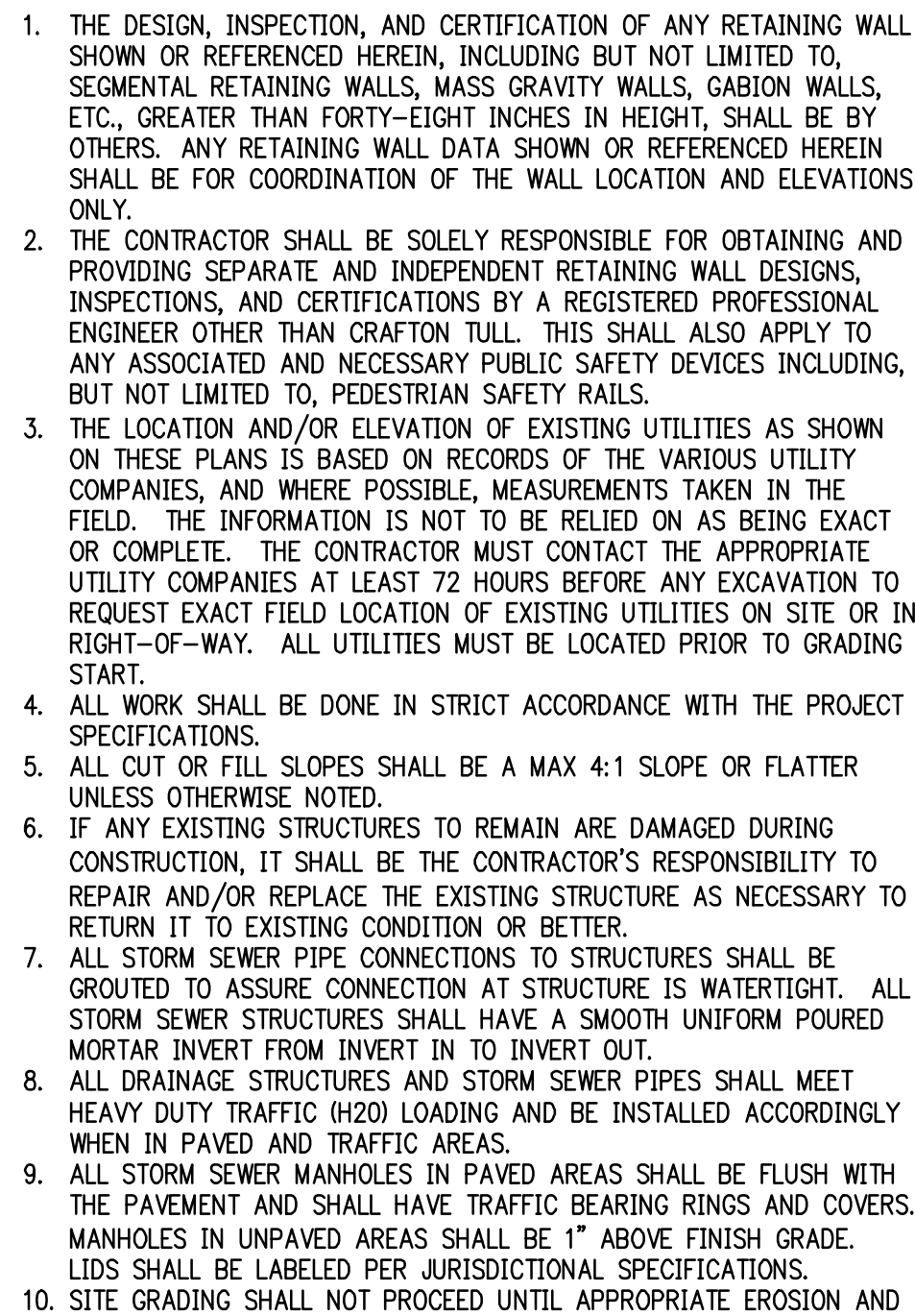
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GRADING PLAN - NORTH

C-106

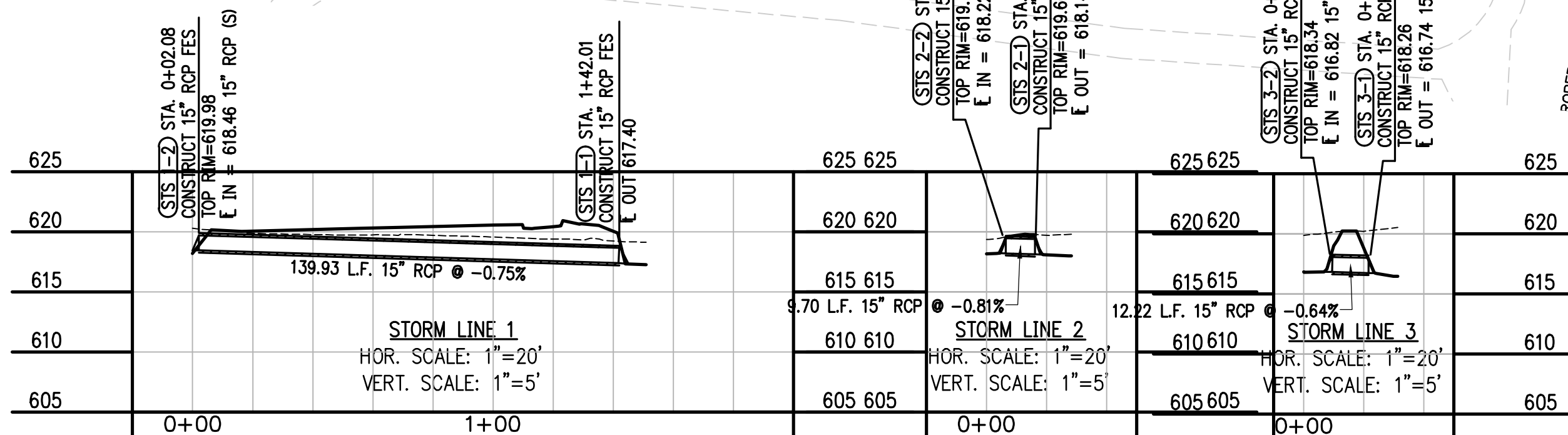
 0.1% ANNUAL FLOOD CHANCE

DRAINAGE AREA BOUNDARY



SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL TO FINAL GRADE. REFER TO THE LANDSCAPE PLAN.

12. TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON PLANS, CONTACT ENGINEER IMMEDIATELY.
13. THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS THROUGHOUT ALL PHASES OF CONSTRUCTION.
14. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
15. THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
16. EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
17. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
18. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
19. IF WET AREAS ARE ENCOUNTERED ON-SITE THE CONTRACTOR SHALL COORDINATE WITH THE GEOTECHNICAL ENGINEER FOR THE DESIGN AND REPLACEMENT OF A FRENCH DRAIN SYSTEM.
20. CRAFTON, TULL & ASSOCIATES, INC. (CTA) HAS NOT NECESSARILY ESTABLISHED MINIMUM FINISH FLOOR ELEVATIONS FOR EACH INDIVIDUAL BUILDING OR LOT IN THIS SUBDIVISION. WHEN A MINIMUM BUILDING FLOOR ELEVATION IS NOT ESTABLISHED AND NOTED, THE ULTIMATE RESPONSIBILITY FOR THE PROPER GRADING OF EACH INDIVIDUAL LOT OR PARCEL SHALL REST WITH THE LOT'S OWNER. TYPICALLY, THE MINIMUM FINISH FIRST FLOOR ELEVATIONS SHOULD BE AT LEAST TWELVE INCHES (12") ABOVE THE FINISHED TOP OF STREET CURB ELEVATION ASSOCIATED WITH EACH INDIVIDUAL LOT OR PARCEL OR AS REQUIRED BY LOCAL AND STATE CODES.



DRAWING: G:\18450600_COWETAROLA\INFRASTRUCTURE\CIVIL\DWG\IGRADING PLAN.DWG

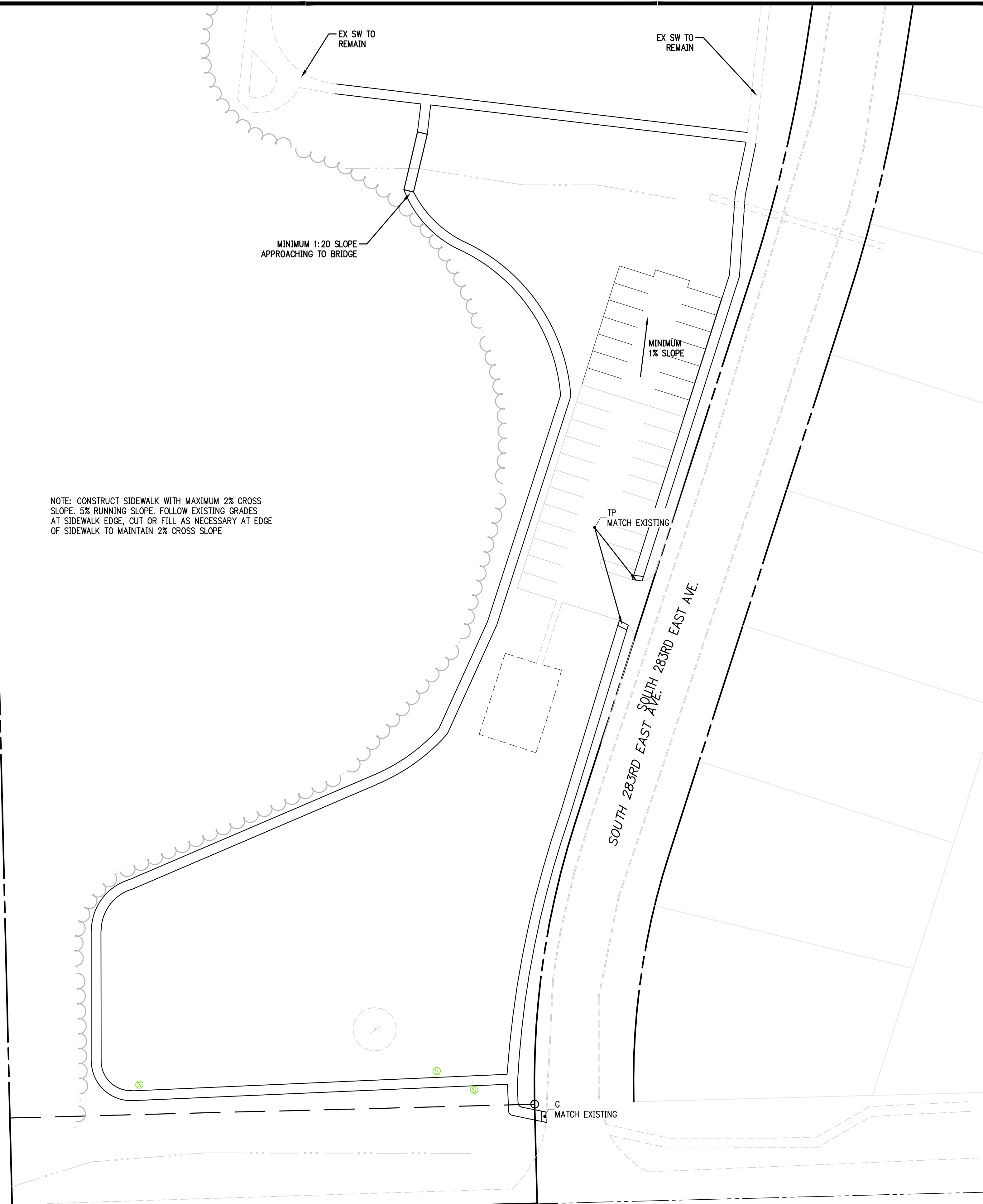
1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND PROVIDING SEPARATE AND INDEPENDENT RETAINING WALL DESIGNS, CALCULATIONS, AND CERTIFICATIONS BY A REGISTERED PROFESSIONAL ENGINEER OTHER THAN CRAFTON TULL. THIS SHALL ALSO APPLY TO ANY ASSOCIATED AND NECESSARY PUBLIC SAFETY DEVICES INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN SAFETY RAILS.
3. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES ON SITE OR IN RIGHT-OF-WAY. ALL UTILITIES MUST BE LOCATED PRIOR TO GRADING START.
4. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
5. ALL CUT OR FILL SLOPES SHALL BE A MAX 4:1 SLOPE OR FLATTER UNLESS OTHERWISE NOTED.
6. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION OR BETTER.
7. ALL STORM SEWER PIPE AND CONNECTIONS TO STRUCTURES SHALL BE GROUDED TO ASSURE THE CONNECTIONS TO STRUCTURES IS WATERTIGHT. ALL STORM SEWER STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY WHEN IN PAVED AND TRAFFIC AREAS.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING RINGS AND COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 1" ABOVE FINISH GRADE. LIDS SHALL BE LABELED PER JURISDICTIONAL SPECIFICATIONS.
10. SITE GRADING SHALL NOT PROCEED UNTIL APPROPRIATE EROSION AND

- SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
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A	JUNCTION BOX
B	FLARED END SECTION
C	AREA INLET
D	CURB INLET
E	DRAIN BASIN WITH RISER
F	SIDEWALKS FLUSH WITH PAVEMENT
G	6" CURBED LANDSCAPE ISLAND

BS	BOTTOM STEP
BW	BOTTOM OF WALL
EG	EXISTING GRADE
FF	FINISHED FLOOR
FG	FINISHED GRADE
ƒ	FLOWLINE
TG	TOP OF GRATE
G	GUTTER
HP	HIGH POINT
LP	LOW POINT
SW	SIDEWALK
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TS	TOP OF STEP
TW	TOP OF WALL
PAD	TOP OF CONCRETE PAD

NOTE: CONSTRUCT SIDEWALK WITH MAXIMUM 2% CROSS SLOPE. 5% RUNNING SLOPE. FOLLOW EXISTING GRADES AT SIDEWALK EDGE, CUT OR FILL AS NECESSARY AT EDGE OF SIDEWALK TO MAINTAIN 2% CROSS SLOPE



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CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2020



GRAPHIC SCALE IN FEET

A horizontal number line with tick marks at -30, -20, -10, 0, and 3. The region between -20 and 0 is shaded in black.

ROLAND PARK

CITY OF COWETA, OK 74429

Key Plan

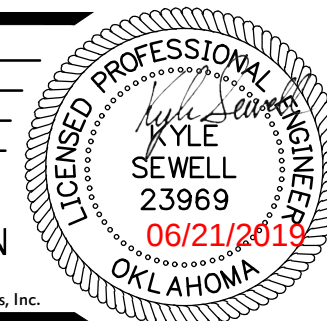
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PROJECT NO:	18450600
ISSUE DATE:	4/26/19
CONTACT:	K. SEWELL
CHECKED BY:	

ISSUED FOR
CONSTRUCTION

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GRADING PLAN - SOUTH

C-107



-

NOTES:

1. THE SUBGRADE UNDER PAVEMENTS SHALL BE PREPARED IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS.
2. AFTER PROOF ROLLING WITH A LOADED STANDARD AXLE DUMP TRUCK AND PREPARING DEEP SUBGRADE DEFICIENCIES, THE ENTIRE SUBGRADE SHOULD BE SCARIFIED TO A DEPTH OF 8" AND UNIFORMLY COMPACTED TO AT LEAST 95% OF MODIFIED PROCTOR.
3. AGGREGATE BASE COURSE MIXTURES SHALL CONFORM WITH THE GRADATION, COMPACTION AND OTHER REQUIREMENTS SHOWN IN THE CONTRACT SPECIFICATIONS OR WITH THE LOCAL STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
4. ASPHALTIC SURFACE AND BINDER COURSES SHALL CONFORM WITH THE GRADATION, COMPACTION AND OTHER REQUIREMENTS SHOWN IN THE CONTRACT SPECIFICATIONS OR WITH THE LOCAL STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. PORTLAND CEMENT CONCRETE PAVEMENT SHALL CONFORM WITH THE REQUIREMENTS SHOWN IN THE CONTRACT SPECIFICATIONS OR WITH THE LOCAL STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
6. THE CONTRACTOR SHALL APPLY A TACK COAT TO THE FACE OF THE CONCRETE GUTTER WHERE THE GUTTER CONTACTS ASPHALT.



- NOTES:
1. CONTRACTOR IS ADVISED TO BE CONSCIOUS OF VARIOUS PAVEMENT CROSS SLOPES, ESPECIALLY AT INTERSECTIONS AND PARKING LOTS.
 2. THE CONTRACTOR SHALL APPLY A TACK COAT TO THE FACE OF THE CONCRETE GUTTER WHERE THE GUTTER CONTACTS ASPHALT.
 3. CONCRETE FOR CURB AND GUTTER TO BE CLASS A, 3500 PSI, 5.5 BAG MIX WITH 5-8% AIR ENTRAINMENT.
 4. ALL CURB AND GUTTER SHALL HAVE A BROOMED FINISH UNLESS OTHERWISE SPECIFIED.
 5. SAW CUT JOINTS AT 15' O.C. SEAL WITH ONE PART COLD APPLIED SILICONE JOINT SEALER OR OTHER APPROVED SEALANT. ALL JOINTS TO BE SEALED PRIOR TO FINAL ASPHALT PLACEMENT.
 6. PROVIDE 1/2" PREFORMED EXPANSION JOINT MATERIAL (ASPHALT IMPREGNATED FIBERBOARD OR OTHER APPROVED MATERIAL) AT STATIONARY STRUCTURES, (DROP INLETS, END OF CURBS, DRIVEWAYS - SEE DETAIL) OR AS DIRECTED BY ENGINEER.



CERTIFICATE OF AUTHORIZATION
CA 973 (PE/LS) EXPIRES 6/30/2020

CITY OF COWETA, OK 74429

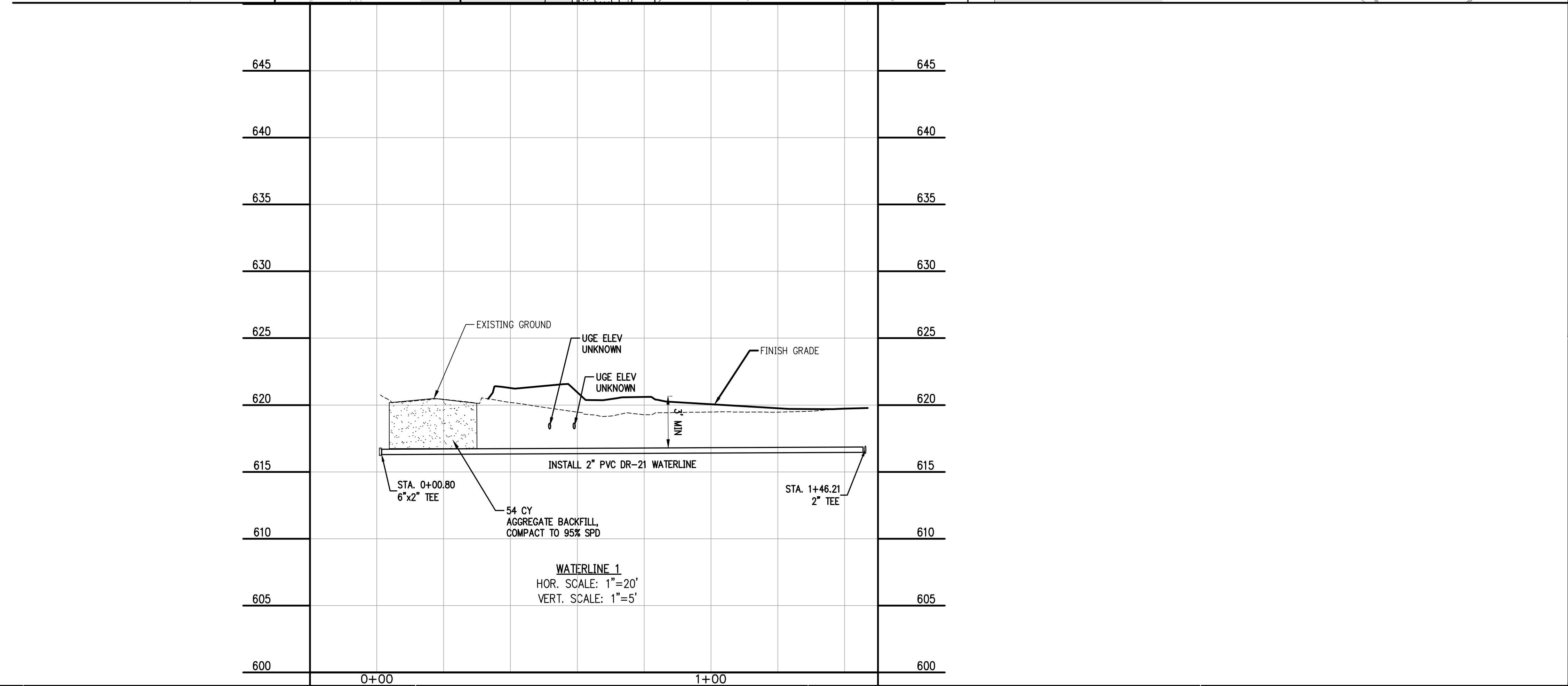
Key Plan

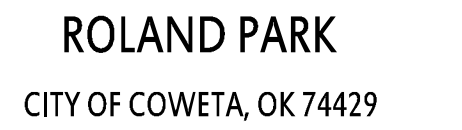
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DETAIL SHEET

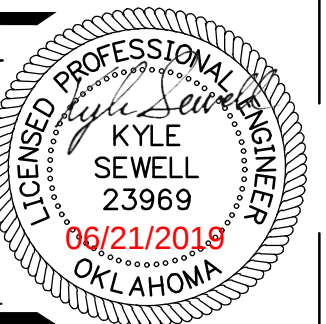




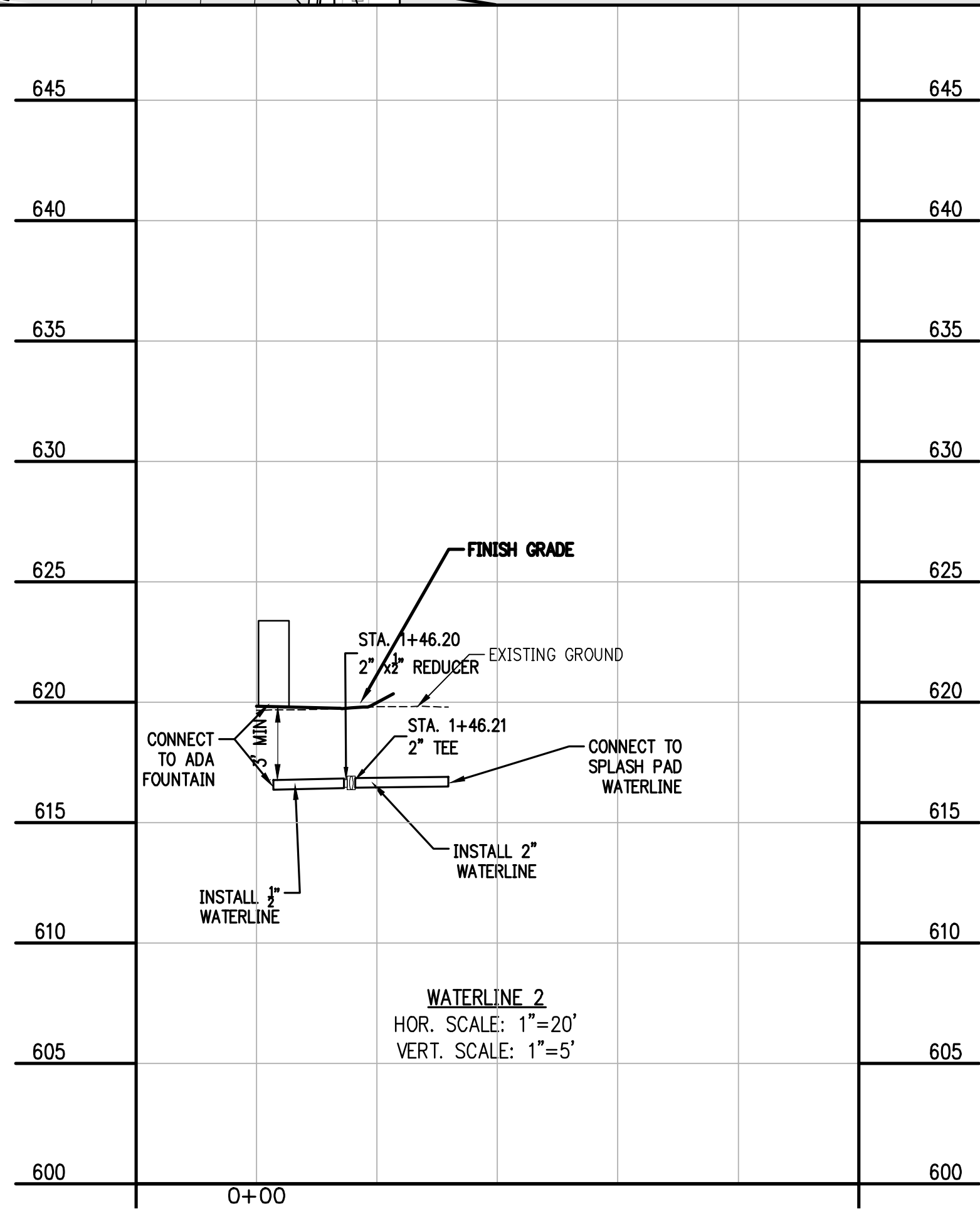
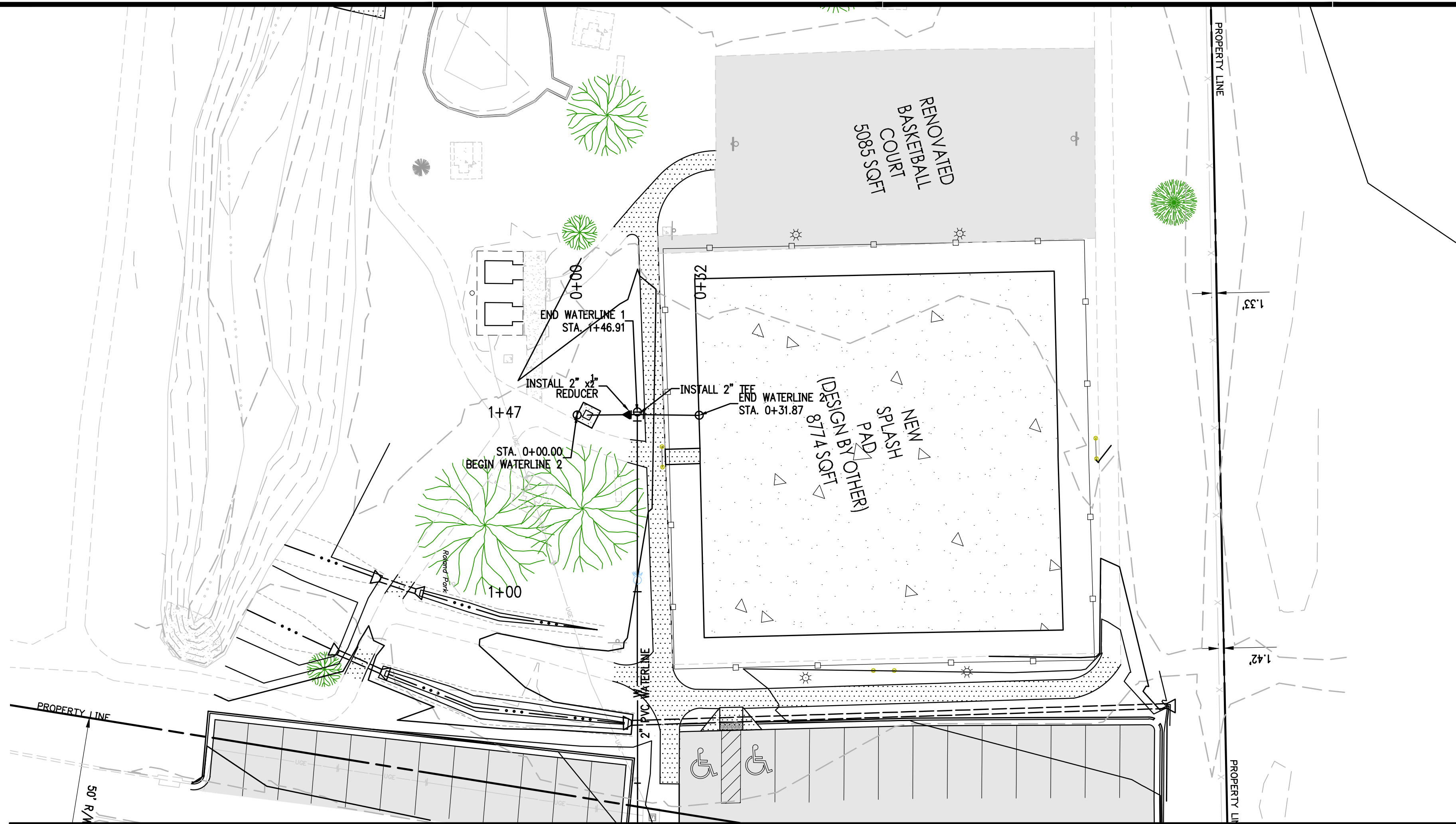
Key Plan

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C-202



DRAWING: G:\18450460_COWETAROLA\INFRASTRUCTURE\CIVIL\DWG\WATER P&P.DWG
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Key Plan

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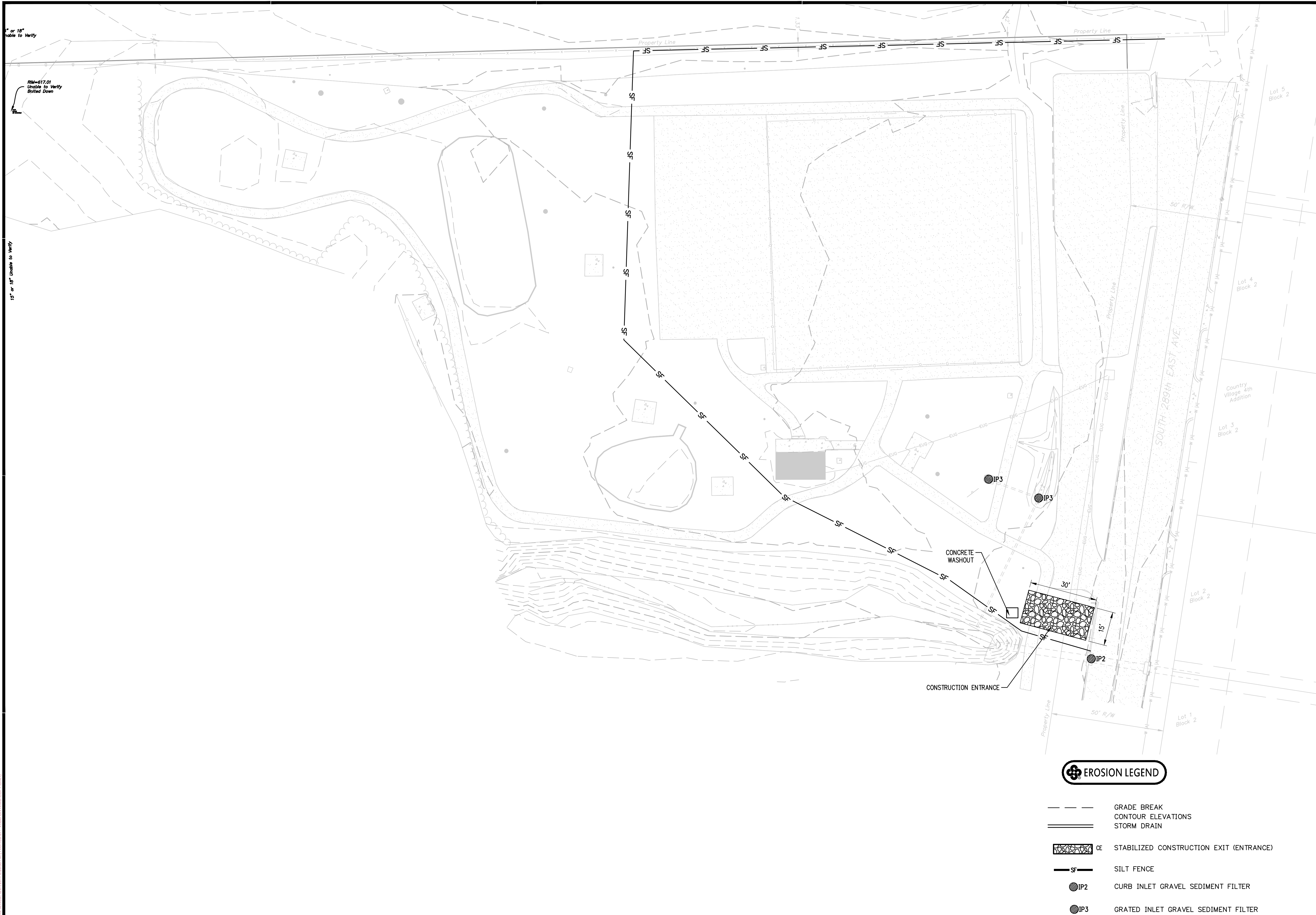
PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: K. SEWELL
CHECKED BY:

ISSUED FOR
CONSTRUCTION

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EROSION CONTROL
PRE-DEVELOPED

C-203



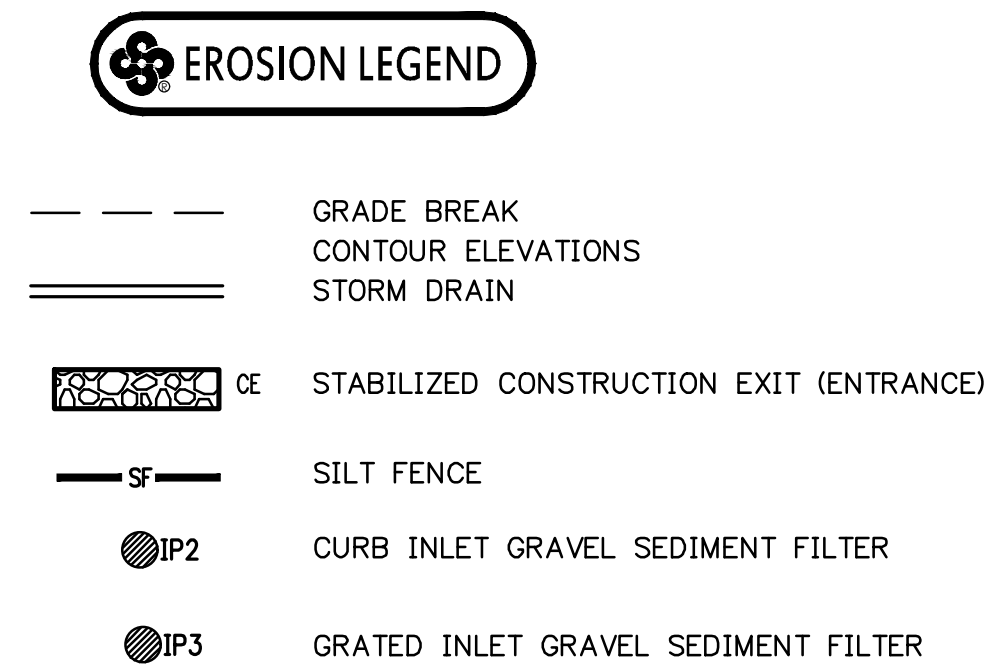
GRAPHIC SCALE IN FEET

30' 0 30'

[illegible]

06/21/2019

C-204





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

Staff Report

To: Honorable Mayor and City Council members
From: Mandy Vavrinak, Economic Development Consultant
Re: Eighteen Forty Three on Broadway Incentive Agreement with 918 Holdings, LLC
Date: 9/6/19

BACKGROUND

Mr. Clint McKinney, owner and operator of Toast and Franklin's on Main in Broken Arrow, approached City staff several months ago with the idea of locating a new restaurant in downtown Coweta. Roger Kolman and I met with him to discuss his needs and vision and recommended some locations that fit his parameters. Mr. McKinney decided to pursue one of those recommended locations and has since moved steadily forward in his planning for a restaurant to be tentatively titled Eighteen Forty Three on Broadway, a reference to the founding of the Koweta Mission in 1843. Mr. McKinney is a proven restaurant operator with years of relevant experience. (See accompanying letter from Mr. McKinney)

Traditional financing can be a challenge for independent restaurants because banks often do not want to lend money for a restaurant's fixtures and equipment; this lack of capital can delay or even scuttle restaurant projects. An agreement such as the one proposed can be used by the applicant in obtaining and securing that financing.

Mr. McKinney presents a lower risk than a typical new restaurant due to his history. Providing him with a limited, performance-based incentive via sales tax reimbursement will accelerate his project at a time when momentum is building in the Broadway District, and further investment in the Broadway District will ultimately benefit the entire community.

RECOMMENDATION

Staff recommends the approval of the incentive agreement with 918 Holdings, LLC for an amount not to exceed \$150,000 and not to exceed five years, using one and one-half cents of every three cents the City collects in sales tax from Eighteen Forty Three on Broadway as the funding source.

ATTACHMENTS

Incentive Agreement
Letter from Mr. McKinney

AGREEMENT

The Agreement is entered into by the Coweta Industrial Development Authority (“Authority”), an Oklahoma Trust Authority, and the City of Coweta, Oklahoma (“City”), an Oklahoma Municipality, jointly (“Coweta”), and 918 Holdings, LLC, an Oklahoma Limited Liability Company (“Company”).

RECITALS

1. The Company intends to develop and use real property located within the City of Coweta, Wagoner County, State of Oklahoma (“Property”), more particularly described as follows:

Lot 11, Block 52, New Coweta City,

2. The Property has the proper zoning for the proposed use.
3. The Company desires to operate and maintain a new dining establishment in downtown Coweta located at 124 S Broadway Avenue, Coweta, Oklahoma (“Facility”).
4. Coweta, by approval of this agreement, has made a legislative decision that a public purpose exists that supports the award of a sales tax rebate to Company. The benefits to the public include, but are not limited to:
 - (a) The redevelopment of property that has remained underutilized for a number of years, without significant economic activity;
 - (b) The creation of new jobs, with employment opportunities for the residents of the City;
 - (c) The creation of additional sales tax opportunities, both as a direct result of the development and indirectly to the surrounding businesses that will benefit from the increased economic activity in the area;

- (d) Additional dining and entertainment opportunities for the residents of the City for the purpose of improving the quality of life of the residents of the City;
- (e) The City by approval of this agreement finds that there is a direct relationship between the amount of sales taxes generated by the Company and the economic benefit, jobs benefit, and quality of life benefit realized by the residents of the City.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Coweta and the Company agree as follows:

- A. City agrees that the Property may be used for the operation and maintenance of a dining facility. Company agrees that during the term hereof the Property will be used solely for the operation and maintenance of a dining facility.
- B. Sales Tax Contribution. For a period commencing on the Sales Tax Contribution Commencement Date (as hereinafter defined), and continuing until the expiration of the Term of this Agreement, (as hereinafter defined), the Authority shall pay to the Company an amount equal to one and one-half cent (\$0.015) from every three cents (\$0.03) that the City receives in sales tax generated at the above-mentioned Facility location (the "Sales Tax Contribution"). The sole and only funding for this Agreement shall be the Sales Tax Contribution and will be contingent upon the annual appropriation of budgetary funding by the Coweta City Council during the Term of the Agreement. The Company will utilize the Sales Tax Contribution monies solely for purposes as are authorized under the Local Development Act, 62 O.S. Section 850 et seq. City shall be provided reasonable access to the Property and afforded an opportunity to inspect same as well as the operations thereon to ensure that the uses of the property are consistent with the general purposes of the Sales Tax Contributions.

Provided, the Sales Tax Contribution:

- (1) Shall apply solely to sales taxes generated at the Facility
- (2) Shall commence when the City first receives sales tax from the Company doing business on the Property after the business is opened (the "Sales Tax Contribution Commencement Date").
- (3) Shall be paid by the City to the Company within thirty (30) days of each receipt by the City of its share of the sales tax paid to the State of Oklahoma by persons doing business on the Property after the Sales Tax Contribution Commencement Date.
- (4) Shall not be reduced or offset by the City at any time but will be subject to annual budgetary appropriation by the Coweta City Council.
- (5) Shall continue to be one and one-half cent (\$0.015) as stated above without regard to whether the total City sales tax is increased or decreased during the term hereof.
- (6) Shall cease at the earlier of the end of a Term of five (5) years, or whenever Company has been reimbursed a total of one hundred fifty thousand dollars (\$150,000), whichever shall occur first.

Records. The City shall maintain accurate records of all sales tax revenue received by the City directly for sales made by Company at the Facility (the "Sales Tax Revenue"), as defined by the Vendor number assigned by the Oklahoma Tax Commission and confirmed by actual sales tax payments by the Company. The City shall provide the Company with a written summary of the Sales Tax Revenue concurrently with delivery of payment from the City to the Company required by this Agreement. During normal business hours of the City, the Company shall have the right to inspect any and all such records, unless restricted by the Oklahoma Tax Commission, and to obtain an accounting and/or audit of such records, at the sole cost of the Company. It shall be the responsibility of the Company to provide proof of sales tax payments to the City to ensure the rebate is paid correctly.

C. Miscellaneous.

- (1) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature

pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

- (2) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.
- (3) Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
- (4) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (5) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.
- (6) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- (7) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

City of Coweta
ATTN: Roger Kolman, City Manager
P.O. Box 850
Coweta, OK 74429-0850

918 Holdings, LLC
ATTN: Clint McKinney
P.O. Box 1827
Broken Arrow, OK 74012

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on

the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication on a business day before 5:00 p.m., or three (3) days after being placed in the U.S. Mail, if mailed.

- (8) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.
- (9) The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
- (10) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF THE CITY, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO THE CITY FORTHWITH AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.
- (11) The language in all parts of this Agreement shall be in all cases construed simply according to its full meaning and not strictly for or against any of the parties hereto. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision therein.
- (12) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to “paragraphs” or “¶” are to paragraphs of this Agreement, unless otherwise specifically provided.
- (13) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns as long as any successor company is an entity whose primary activity is taxable retail sales. Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by any party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed.

- (14) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 9th day of September, 2019.

918 HOLDINGS, LLC

By: _____
Clint McKinney, Managing Member

THE CITY OF COWETA, OKLAHOMA,

Evette Morris, Mayor

THE COWETA INDUSTRIAL DEV. AUTH.,

Evette Morris, Chair

ATTEST:

Julie Casteen, City Clerk

APPROVED AS TO FORM:

Ronald D. Cates, City Attorney

Eighteen Forty Three on Broadway

September 4, 2019

P.O. Box 1827
Broken Arrow, OK 74012

To: Honorable Mayor and Members of the City Council

My name is Clint McKinney, owner and operator of Toast and Franklin's on Main in Broken Arrow, Oklahoma. My goal is to establish a second location of the Franklin's brand in downtown Coweta. Franklin's is a made-from-scratch dining establishment featuring creative dishes and libations. Besides my current ownership of Toast and Franklin's on Main, I previously owned a fine dining establishment in Independence, KS for twenty years. I also spent ten years as a marketing advisor for food service companies Evco Wholesale Foods and Sysco Foods. In addition, I spent several years as a part time consultant to restaurant owners, assisting in not only establishing new businesses, but also in reorganizing businesses that were struggling. I believe Coweta is the right location for this new endeavor because there is not another restaurant in town offering top shelf food combined with a full line of beer, wine and cocktails. Franklin's will provide this unique dining opportunity to Coweta residents in their own hometown.

The estimated investment in this project is \$425,000. This will include the building and remodel, fixed assets, smallwares, inventory and training necessary to establish a new restaurant. I expect to create 10-15 full and 30-40 part time jobs in the City of Coweta with this project. I estimate 1.7MM to 2.0MM in annual gross revenue once the business is launched and settles into a usual revenue pattern.

As a resident of Coweta, I see great potential in the Broadway District revitalization and look forward to creating a business with a long term positive impact on the city. While my personal long term goal is to expand the Franklin's brand, without outside capital, my plans will take longer to come to fruition. Right now, the Broadway District is gathering forward momentum in creating a new and exciting business center for the city. A restaurant of the Franklin's brand would create excitement and inspire more investment in the area. To capitalize on this momentum and benefit the district as soon as possible, I need assistance with gathering the capital needed to launch this project. I am asking, through 918 Holdings, LLC, for a sales tax reimbursement equal to \$150,000, to be paid out quarterly at the rate of 1.5% of the gross taxable sales from the business, not to exceed \$150,000 and not to exceed five years from the date the first sales tax reimbursement to the Oklahoma Tax Commission is paid.

Thank you for your time and consideration on this project.

Sincerely,

Clint McKinney



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

Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Proposed Infrastructure Tax
Date: 09/09/2019

BACKGROUND

The Council is aware of the lack of fiscal resources available to municipalities in Oklahoma to fund public improvements. Generally, those public improvements are funded either through the issuance of bonded indebtedness under a public trust or through a dedicated sales tax. When done under the auspices of a public trust, generally the revenues of the trust are used to pay the costs of the infrastructure. When the costs of the infrastructure are funded through a dedicated sales tax, then the costs are borne not only by residents but also by visitors to the community. For most public infrastructure, i.e. roadways, it can be more equitable to put the costs for that infrastructure onto everyone that may use the infrastructure rather than onto only those that live in the community.

The Election

An increase, or decrease, in a municipal sales tax, requires an affirmative vote of the registered voters at a regular election, or special election where the proposition being considered is for only “one subject”, i.e. a change in the tax levy (68 O.S. 1354.36). The City Council may call for a special election by resolution submitted to the secretary of the county election board at least 60 days before the planned date of the election (26 O.S. 13-102). The dates for municipal elections are set forth in statute (26 O.S. 4-101) and are always on a Tuesday. For an election in April 2020 the resolution could be presented as late as January 2020.

The Tax

The City of Coweta currently levies 3% sales and use tax for general operations which generates an estimated \$3.7 million per year or \$1.2 million for each 1% of tax. The proposed tax would be up to an additional 1% permanent sales tax restricted to capital projects. Generally, the term “capital projects” would include municipal buildings, parks, public infrastructure, equipment and any major upgrades thereto.

According to the accompanying schedule of comparative sales tax burden, the addition of another 1% of dedicated sales tax would not put Coweta in a competitive disadvantage in relation to competitor municipalities in our region.

The Projects

The accompanying preliminary schedule of infrastructure projects is just that, preliminary, but is indicative of the types of projects that can be accomplished through this funding mechanism. Most of

these projects would be difficult, if not impossible, to bring to fruition for the citizens of Coweta without a dedicated revenue stream.

The Process

Should the Council determine that seeking a dedicated sales tax is advantageous, there will be a significant amount of work on behalf of the Council, staff and the public to get it done. The process would need to include two or three public meetings dedicated to discussing the types of projects desired by the citizens and the prioritization of those projects. These public meetings could occur once the call for election has been made, but it might be advisable to hold at least one “visioning” meeting before that vote is taken by the Council.

The last two Coweta Community Surveys have shown good support among the respondents for tax supported funding for major infrastructure projects. The public process discussed above would serve to narrow the general idea of various projects into very specific and accomplishable projects.

STAFF RECOMMENDATION

Item is for discussion only.

ATTACHMENTS

Schedule of Comparative Sales Tax Burden
Preliminary Schedule of Infrastructure Projects

Schedule of Comparative Sales Tax Burden				
	State	County	City	Combined
Municipality	Tax	Tax	Tax	Tax
Glenpool	4.500	0.367	5.100	9.967
Bixby (W)	4.500	1.300	4.050	9.850
Sand Springs (O)	4.500	1.250	4.050	9.800
Wagoner	4.500	1.300	4.000	9.800
Collinsville (Ro)	4.500	0.833	4.300	9.633
Sapulpa (Cr)	4.500	1.000	4.000	9.500
Tahlequah	4.500	1.750	3.250	9.500
Owasso (Ro)	4.500	0.833	4.050	9.383
Sapulpa (T)	4.500	0.367	4.500	9.367
Broken Arrow (W)	4.500	1.300	3.550	9.350
Collinsville (T)	4.500	0.367	4.300	9.167
Muskogee	4.500	0.650	4.000	9.150
Catoosa (W)	4.500	1.300	3.250	9.050
Bixby (T)	4.500	0.367	4.050	8.917
Sand Springs (T)	4.500	0.367	4.050	8.917
Owasso (T)	4.500	0.367	4.050	8.917
Coweta	4.500	1.300	3.000	8.800
Catoosa (Ro)	4.500	0.833	3.250	8.583
Tulsa	4.500	0.367	3.650	8.517
Broken Arrow (T)	4.500	0.367	3.550	8.417
Claremore	4.500	0.833	3.000	8.333

Preliminary Schedule of Infrastructure Projects	
Project	Description
Public Safety Building	New police and fire facility, expanded to 2 stories
111th Street	Add additional lane, storm sewer from Hwy 51 to 278th E Avenue
273rd East Avenue	Add additional lane, storm sewer from 111th to end of city limits
Master Drainage Study	Identify areas for improvement to storm water drainage and retention
121st Street (W)	Pave from Hwy 51 to E 166th St S, drainage improvements
121st Street (East)	Pave from Hwy 51 to end of city limits, replace box culvert
141st Street (East)	Reconfigure Hwy 51 intersection
141st Street (East)	Add shoulders from 298th E A to 305th E Ave, replace box culverts
305th E Ave	Hwy 51 to city limits add shoulders, drainage improvements and paving
Downtown Coweta	Add drainage improvements
Coweta Sports Park	Correct drainage, pave parking lots, add lighting
Hwy 51 (East)	Add sewer improvements to area east of 305th to Muskogee Turnpike
Bike Lanes/Trails	Obtain study on potential areas for multi modal connectivity
Parks	Locate additional public park area north of 131st St