



P.O. BOX 850 | COWETA, OKLAHOMA 74429 | PH. (918) 486-2189 | FAX (918) 486-5366 | www.cityofcoweta-ok.gov

AGENDA - REGULAR MEETING
COWETA CITY COUNCIL
COWETA CITY HALL, 310 S. BROADWAY
MONDAY, NOVEMBER 1, 2021 6:00 P.M.

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

EVETTE YOUNG _____
HAROLD CHANCE _____
NAOMI HOGUE _____
LOGAN BROWN _____
RANDY WOODWARD _____

IV. GENERAL CITY COUNCIL COMMENTS

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

V. CONSENT

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

1. CITY OF COWETA'S 911 SYSTEM REVIEW

APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE CALENDAR YEAR QUARTER ENDING SEPTEMBER 30, 2021 IN ACCORDANCE WITH 63 O.S. §2815 (F). (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[FY22-Q1 911 REVIEW.PDF](#)

2. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON OCTOBER 4, 2021. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[211004 MINUTES OF THE COWETA CITY COUNCIL.PDF](#)

3. MUTUAL AID AGREEMENT

APPROVAL OF A MUTUAL AID AGREEMENT BETWEEN THE CITY OF COWETA AND THE CITY OF BROKEN ARROW PERTAINING TO BUILDING INSPECTION SERVICES. (MARK SEIBOLD, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[211004 MUTUAL AID AGREEMENT WITH BROKEN ARROW.PDF](#)

4. SURPLUS PROPERTY

APPROVAL OF A DECLARATION OF SURPLUS FOR TWO SAND SPREADERS AND THREE BRUSH HOGS, AND AUTHORIZATION FOR THE CITY MANAGER TO DISPOSE OF ACCORDINGLY. (WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

[SURPLUS SAND SPREADERS AND BRUSH HOGS.PDF](#)

VI. PROCLAMATIONS/PRESENTATIONS

1. AWARDS TO COWETA FIREFIGHTERS AND POLICE OFFICERS

PRESENTATION BY THE COWETA FIRE CHIEF AND POLICE CHIEF OF LIFE SAVING AND GENERAL COMMENDATIONS TO THE FOLLOWING PERSONNEL FOR ACTIONS TAKEN IN THE LINE OF DUTY.

CAPTAIN POTTER, CAPTAIN BELLER, SERGEANT PICKETT, AND OFFICER WILKINSON

VII. OLD BUSINESS

1. FINAL PLAT WYNSTONE - PHASE II

DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF WYNSTONE, PHASE II, A SUBDIVISION OF APPROXIMATELY 39.47 ACRES, MORE OR LESS, WITH 132 LOTS LOCATED ON THE CORNER OF EAST 111TH STREET SOUTH AND SOUTH 273RD EAST AVENUE IN SECTION 25, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA. (MARK SEIBOLD, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[211101 STAFF REPORT WYNSTONE PHASE II FINAL PLAT.PDF](#)
[WYN2 FINAL PLAT REV2 01SEP21.PDF](#)

2. RESOLUTION 2021-30 BRIDGE SAFETY INSPECTIONS

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA SELECTING A QUALIFIED CONSULTANT TO PERFORM BRIDGE SAFETY INSPECTIONS ON BRIDGES WITHIN THE CORPORATE LIMITS OF THE CITY OF COWETA. (ROGER KOLMAN, CITY MANAGER)

Documents:

[211101 STAFF REPORT BRIDGE INSPECTIONS.PDF](#)
[211101 RESOLUTION 2021-30 DESIGNATING BRIDGE INSPECTOR.PDF](#)

3. AWARD OF BID

DISCUSSION AND POSSIBLE ACTION TO AWARD A BID TO STRONGHAND, LLC IN THE AMOUNT OF \$414,736.49 FOR GRAVITY SEWER AND LIFT STATION IMPROVEMENTS ALONG HIGHWAY 51 AND DIRECTING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS RELATED THERETO. (ROGER KOLMAN, CITY MANAGER)

Documents:

[211101 STAFF REPORT LIFT STATION UPGRADES.PDF](#)
[211101 SANITARY SEWER LIFT STATION BID TABULATION.PDF](#)

4. RESOLUTION 2021-28 REGARDING BUDGET AMENDMENTS FY 21-22

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-28, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2022. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[211101 STAFF REPORT RESOLUTION 2021-28.PDF](#)
[211004-SUPPLEMENTALS RESO 2021-28-GOVT.PDF](#)

VIII. NEW BUSINESS

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

IX. EXECUTIVE SESSION

(Pursuant to 25 O.S. Section 307 the City Council may enter into executive session for the purposes specifically provided in this section.)

1. DISCUSSION

REQUEST FOR AN EXECUTIVE SESSION FOR THE PURPOSE OF CONFIDENTIAL COMMUNICATIONS BETWEEN THE CITY COUNCIL AND ITS ATTORNEY CONCERNING A PENDING INVESTIGATION, CLAIM, OR ACTION PERTAINING TO THE IMPLEMENTATION OF ORDINANCE 844 IF THE CITY COUNCIL, WITH THE ADVICE OF ITS ATTORNEY, DETERMINES THAT DISCLOSURE WILL SERIOUSLY IMPAIR THE ABILITY OF THE CITY COUNCIL TO PROCESS THE CLAIM OR CONDUCT A PENDING INVESTIGATION, LITIGATION, OR PROCEEDING IN THE PUBLIC INTEREST, IN ACCORDANCE WITH 25 O.S. §307 B.4.

2. POSSIBLE ACTION

THE CITY COUNCIL MAY TAKE ANY ACTION DEEMED NECESSARY ARISING OUT OF THE DISCUSSIONS IN THE FOREGOING EXECUTIVE SESSION.

X. 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.

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR JULY 1, 2021 THROUGH SEPTEMBER 30, 2021**

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

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	\$ 8,805.42
Motorola Solutions	Annual Service Agreement for Consoles	11,411.28
Blue Sky Technologies	IT services	120.00
Dictation Sales & Service	Annual Service Contract for Call Recorder	2,200.00
CDWG	Headphones and batteries	415.40
OK Dept of Public Safety	OLETS Annual Maintenance Fees	45.00
	Total Year to Date Expenditures	\$ 22,997.10

Approved in open meeting of the City Council of the City of Coweta on this 1st day of November, 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

% OF YEAR COMPLETED: 25.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
E-911						
=====						
<u>200-MATERIALS AND SUPPLIE</u>						
18-5204.087 MINOR TOOLS & EQUIPMENT	4,300	0.00	0.00	4,300.00	0.00	100.00
TOTAL 200-MATERIALS AND SUPPLIE	4,300	0.00	0.00	4,300.00	0.00	100.00
<u>300-OTHER CHARGES/SERVICE</u>						
18-5300.087 OTHER SERVICES & CHARGES	2,200	0.00	0.00	0.00	2,200.00	0.00
18-5302.087 COMMUNICATIONS (TELEPHONE	76,126	2,934.90	20,261.70	32,149.58	23,714.72	68.85
18-5305.087 TRAVEL & TRAINING	1,000	0.00	0.00	0.00	1,000.00	0.00
18-5325.087 CONTRACTED SERVICES	0	120.00	2,320.00	1,993.35	(4,313.35)	0.00
TOTAL 300-OTHER CHARGES/SERVICE	79,326	3,054.90	22,581.70	34,142.93	22,601.37	71.51
<u>400-CAPITAL OUTLAY</u>						
18-5404.087 MACHINERY & EQUIPMENT	0	415.40	415.40	0.00	(415.40)	0.00
TOTAL 400-CAPITAL OUTLAY	0	415.40	415.40	0.00	(415.40)	0.00
<u>500-NON-OPERATING</u>						
18-5503.087 LEASE PAYMENTS - PRINC	23,604	0.00	0.00	0.00	23,604.00	0.00
18-5504.087 LEASE PAYMENTS - INTEREST	2,562	0.00	0.00	0.00	2,562.00	0.00
TOTAL 500-NON-OPERATING	26,166	0.00	0.00	0.00	26,166.00	0.00
TOTAL E-911	109,792	3,470.30	22,997.10	38,442.93	48,351.97	55.96
TOTAL EXPENDITURES	109,792	3,470.30	22,997.10	38,442.93	48,351.97	55.96
REVENUE OVER/(UNDER) EXPENDITURES	(11,742)	(0.13)	(3,262.97)	(38,442.93)	29,963.90	355.19

VENDOR SET: 01 CITY OF COWETA

BANK: ALL

FUND : 18 E-911 FUND

DEPARTMENT: 087 E-911 FUND

INVOICE DATE RANGE: 1/01/2021 THRU 99/99/9999

PAY DATE RANGE: 7/01/2021 THRU 9/30/2021

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-2210	WINDSTREAM	I-041665350 6/2021	18 5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	264120		405.75
01-2210	WINDSTREAM	I-041665350 7/28/21	18 5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	264383		405.75
01-2210	WINDSTREAM	I-041700521 7/2021	18 5302.087	COMMUNICATION: E911 VPN&ROUTERS	264233		1,217.51
01-2210	WINDSTREAM	I-041700521 8/4/21	18 5302.087	COMMUNICATION: E911 VPN&ROUTERS	264408		1,217.51
01-2210	WINDSTREAM	I-041700521 9/3/21	18 5302.087	COMMUNICATION: E911 VPN&ROUTERS	264675		1,217.51
01-2210	WINDSTREAM	I-101098402 7/9/21	18 5302.087	COMMUNICATION: DISPATCH/PHONE/VPN J	264234		1,193.00
01-2210	WINDSTREAM	I-101098402 8/10/21	18 5302.087	COMMUNICATION: DISPATCH/PHONE/VPN J	264409		1,193.00
01-2210	WINDSTREAM	I-101098402 9/9/21	18 5302.087	COMMUNICATION: DISPATCH/PHONE/VPN J	264676		1,193.00
01-2210	WINDSTREAM	I-101098803 8/16/21	18 5302.087	COMMUNICATION: DISPATCH PHONE ACCOU	264410		120.78
01-2210	WINDSTREAM	I-101098803 9/15/21	18 5302.087	COMMUNICATION: DISPATCH PHONE ACCOU	264677		118.64
01-2210	WINDSTREAM	I-101098803 JULY15	18 5302.087	COMMUNICATION: DISPATCH PHONE ACCOU	264235		117.22
01-2210	WINDSTREAM	I-41665350 8/27/21	18 5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	264599		405.75
						VENDOR 01-2210 TOTALS	8,805.42
01-3641	MOTOROLA SOLUTIONS, IN	I-8230335996	18 5302.087	COMMUNICATION: JULY2021THRU JUNE 20	264404		11,411.28
						VENDOR 01-3641 TOTALS	11,411.28
01-3674	BLUE SKY TECHNOLOGIES	I-1262 C	18 5325.087	CONTRACTED SE: IT PERSONNEL/RECORDI	264533		120.00
						VENDOR 01-3674 TOTALS	120.00
01-3835	DICTATION SALES & SERV	I-24062	18 5325.087	CONTRACTED SE: MAINT&SOFTWARE-911	264109		2,200.00
						VENDOR 01-3835 TOTALS	2,200.00
01-506	CDWG COMPUTER CENTER,	I-K313641	18 5404.087	MACHINERY & E: HEADPHONE/BATTERY	264627		97.92
01-506	CDWG COMPUTER CENTER,	I-K320573	18 5404.087	MACHINERY & E: HEADPHONE/BATTERY	264627		311.26
01-506	CDWG COMPUTER CENTER,	I-K327023	18 5404.087	MACHINERY & E: HEADPHONE/BATTERY	264627		6.22
						VENDOR 01-506 TOTALS	415.40
01-80	OKLAHOMA DEPT PUBLIC S	I-11029	18 5302.087	COMMUNICATION: OLETS ANNUAL MAINTEN	264113		45.00
						VENDOR 01-80 TOTALS	45.00
DEPARTMENT 087 E-911 FUND						TOTAL:	22,997.10
VENDOR SET 18 E-911 FUND						TOTAL:	22,997.10
REPORT GRAND TOTAL:							22,997.10

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2021-2022	18 -5302.087	COMMUNICATIONS (TELEPHONE)	20,261.70	76,126	23,186.72		
	18 -5325.087	CONTRACTED SERVICES	2,320.00	0	4,313.35-	Y	
	18 -5404.087	MACHINERY & EQUIPMENT	415.40	0	415.40-	Y	
		TOTAL:	22,997.10				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	22,997.10

18 TOTAL	E-911 FUND	22,997.10

	** TOTAL **	22,997.10

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/2021 THRU 99/99/9999
PAY DATE RANGE: 7/01/2021 THRU 9/30/2021
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

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

** END OF REPORT **

City of Coweta

July 1,2021- Sept 30,2021

Radio Log Summary Report

Radio Log Record

Radio Log Record 12,401

Group By Call Type

Total	Initial Call Type
6	***OLETS***
2	***ONLINE***
24	***SYSTEM***
5	10-12 - ACO
10	10-12 - EMS
1	10-12 - FIRE
386	10-12 - INFORMATION
216	10-12 - POLICE
57	10-12 - RECORDS
32	10-21 - ACO
234	10-21 - EMS
56	10-21 - FIRE
2,404	10-21 - INFORMATION
1,034	10-21 - OUTGOING
669	10-21 - POLICE
2	10-21 - RECORDS
867	10-21 - TRANSFER
382	911 - EMS
25	911 - FIRE
455	911 - HANG UP
248	911 - NON EMERGENCY
179	911 - POLICE
78	911 - TRANSFER
374	ACO RADIO CALL
15	EMS/FD RADIO CALL
4,473	POLICE RADIO CALL
152	SCHOOL RESOURCE OFFICER-SRO
15	WEATHER UPDATED/STATUS
12,401	GRAND TOTAL

Group By Final Type

Total	Final Call Type
3,679	
189	***ACCIDENTAL***
1,320	***INFORMATION***
106	***SCHOOL RESOURCE OFFICER - INITIATED***
21	***SYSTEM***
682	***TRANSFER***
15	ABANDONED VEHICLE
1	ACCIDENT / CITY VEHICLE INVOLVED - SIGNAL 83
16	ACCIDENT / HIT AND RUN - SIGNAL 89
2	ACCIDENT / MAJOR / WITH INJURIES - SIGNAL 82
47	ACCIDENT / MINOR / NO INJURIES - SIGNAL 81
12	ACCIDENT / SERIOUSNESS UNKNOWN - SIGNAL 76
3	ACO-10-6 SHELTER
9	ACO-ANIMAL WELL FARE CHECK
23	ACO-SIG 30 ANIMAL
8	ALARM - AUDIBLE
23	ALARM - FIRE
1	ALARM - HOLD UP
83	ALARM - INTRUSION
10	ALARM - MEDICAL ALERT
2	ALARM - PANIC
21	ALARM- SCHOOL
4	ANIMAL ABUSE
87	ANIMAL AT LARGE
2	ARREST/IN CUSTODY / 10-15
1	ARSON

7	ASSAULT
9	ASSIST A CITIZEN
39	ASSIST ANOTHER AGENCY
22	ATL - ATTEMPT TO LOCATE
16	ATTEMPT TO SERVE
2	BREAKING AND ENTERING
2	BURGLARY
7	CHECK FOR STOLEN OR WANTED / 10-29
560	CHECK REGISTRATION INFORMATION / 10-28
16	CHECK THE JUVENILES
67	CHECK THE WELLBEING
1	CHILD ABUSE
1	CHILD IN NEED OF SUPERVISION
7	COS - CHECK TO YOUR OWN SATISFACTION
32	COURT
97	DINNER LOCATION - SIGNAL 07
48	DISTURBANCE
52	DOMESTIC VIOLENCE
15	DRIVER LICENSE CHECK/ WARRANT CHECK / 10-43/44
61	DRIVER LICENSE STATUS CHECK / 10-43
1	DRUG ACTIVITY / 10-75
2	EMBEZZLEMENT
2	EN ROUTE TO HARM
6	ESCORT / 10-14
7	FATALITY - SIGNAL 30
19	FINGERPRINTS
59	FIRE / GAS LEAK
151	FOLLOW UP
14	FRAUD
187	FUEL
11	GENERAL QUESTIONS
5	HARASSMENT
1	ILLEGAL DUMPING
12	ILLEGAL PARKING
713	IN SERVICE / 10-8

37	INTOXICATED DRIVER - SIGNAL 88
5	INTOXICATED PEDESTRIAN - SIGNAL 87
26	LARCENY
19	LARCENY - FROM A VEHICLE
3	LARCENY OF A VEHICLE
1	LARCENY OF UTILITIES
1	LEWD ACTS
1	MAN DOWN
614	MEDICAL EMERGENCY
7	MISSING PERSON
71	MOTORIST ASSIST / 10-26
1	NCIC RECOVERY
12	OFFICIALS/VISITORS PRESENT / 10-12
13	OPEN DOOR / 10-34
781	OUT OF SERVICE / 10-7
27	OUT OF SERVICE/SUBJECT TO CALL / 10-10
3	PANHANDLING
26	PEDESTRIAN CHECK
2	PICK UP PRISONER / 10-16
20	PROPERTY - FOUND
2	PROPERTY - RECOVER STOLEN
11	PROPERTY RELEASE
6	PROTECTIVE ORDER VIOLATION
116	RECEIVE INFORMATION
51	RECKLESS DRIVER
50	RELEASE OF 10-15
1	RESCUE
3	ROAD RAGE
5	RUNAWAY
6	SHOP LIFTING
1	SHOPLIFTER IN CUSTODY
1	SHOTS FIRED
5	SHOTS HEARD
36	SPECIAL EVENT
1	STALKING
1	SUBJECT POINTING A FIREARM

9	SUICIDAL SUBJECT
25	SUSPICIOUS ACTIVITY
42	SUSPICIOUS PERSON
48	SUSPICIOUS VEHICLE
13	THREATS
13	TRAFFIC CONTROL
29	TRAFFIC HAZARD
919	TRAFFIC STOP / 10-59
9	TRAINING
39	TRANSPORT
29	TRAPS
13	TRESPASSING
38	TROUBLE UNKNOWN
1	TRUANCY
10	VANDALISM
213	WARRANT CHECK / 10-44
287	WATCH ORDER/SECURITY CHECK
80	WEATHER UPDATE / STATUS
12,401	GRAND TOTAL

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 4, 2021 6:01 P.M.**

The members of the Coweta City Council met in regular session on Monday, October 4, 2021 at 6:01 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma

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

COUNCILMEMBERS ABSENT: Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Mayor Young.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Young commented on the good turnout for the Fall Festival. City Manager Roger Kolman reminded everyone of the National Night Out event to be held at Roland Park on October 5 from 6 p.m. to 8:00 p.m.

V. CONSENT

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

1. 2022 Coweta Municipal Court Calendar.
2. 2022 Holiday Calendar.
3. 2022 Meeting Schedules
4. Minutes of the Coweta City Council Regular Meeting held on September 13, 2021.

Aye: Harold Chance
Logan Brown
Evette Young
Naomi Hogue

VI. Presentation

1. Coweta's Connections Online Episode

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 4, 2021 6:01 P.M.**

Roger Kolman presented the first episode of the Coweta Connections Online which demonstrated the City's water plant operations. Discussion was held regarding future topics to be recorded.

VII. Old Business

1. Roland Park Improvements – Phase one

Mark Seibold, Community Development Director, presented a bid package for Phase One Improvements at Roland Park.

Motion by Harold Chance, second by Naomi Hogue to direct staff to begin the bid process for Roland Park Improvements – Phase One.

Aye: Harold Chance
Naomi Hogue
Logan Brown
Evette Young

2. CZ 21-06 SUP

Mr. Seibold presented an application for a Specific Use Permit for a spray-painting and welding shop at 26319 East State Highway 51. The Planning Commission recommended approval on September 20, 2021.

Motion by Evette Young, second by Harold Chance to approve CZ 21-06 SUP for a spray-painting and welding shop in an existing building on property located at 26319 East State Highway 51 in Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma.

Aye: Evette Young
Harold Chance
Naomi Hogue
Logan Brown

3. Extension of Contract Award Period

Roger Kolman discussed the bidding process for the Gravity Sewer and Lift Station Improvements project and requested approval to extend the award period for an additional 15 days.

Motion by Evette Young, second by Harold Chance to extend the award period for the Gravity Sewer and Lift Station Improvements project for an additional 15 days in accordance with 61 O.S. §111.

Aye: Evette Young
Harold Chance

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 4, 2021 6:01 P.M.**

Naomi Hogue
Logan Brown

4. Ordinance 849 Amending Part 7, Chapter 5

Roger Kolman presented an amendment to Part 7, Chapter 5 of the City of Coweta Code of Ordinances to revise the use tax rate to match the sales tax rate of 4% that becomes effective January 1, 2022.

Motion by Logan Brown, second by Harold Chance, to adopt Ordinance 849, an Ordinance of the City of Coweta, Oklahoma, amending Part 7, Finance and Taxation, Chapter 5, Use Tax, of the Code of Ordinances of the City of Coweta, Oklahoma, specifically amending same by correcting the Title of Section 5-503, Excise Tax on storage, use or other consumption of intangible, personal property levied, to provide Excise Tax on storage, use or other consumption of tangible, personal property levied, amending Section 5-503 by increasing the rate of tax to four percent (4%) of the purchase price, amending Section 5-504, purposes of revenues, to provide that the one-percent increase (1%) in the use tax shall be utilized solely for purposes set forth in Section 7 of the City of Coweta Special Sales Tax Ordinance 844; repealing all prior ordinances to the contrary, providing for severability; and declaring an emergency.

Aye: Logan Brown
Harold Chance
Naomi Hogue
Evette Young

5. Declaration of an Emergency Ordinance 849

Discussion was held regarding possible action declaring an emergency for Ordinance No. 849, making it effective immediately upon passage and approval.

Motion by Logan Brown, second by Harold Chance, to declare an emergency for Ordinance No. 849, making it effective immediately upon passage and approval.

Aye: Logan Brown
Harold Chance
Naomi Hogue
Evette Young

6. One For Coweta Projects

Roger Kolman discussed projects that were approved by voters to be funded by the 1% sales tax increase and asked for direction on prioritizing the projects.

Motion by Harold Chance, second by Logan Brown to prioritize the following projects:

1. Public Safety Center

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
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2. 111th Street expansion/storm damage
3. Improvements at Coweta Sports Park
4. 121st Steet east of Highway 51

Aye: Logan Brown
Harold Chance
Naomi Hogue
Evette Young

7. Ambulance Service Program

Roger Kolman presented information on potential changes to the Ambulance Service program prescribed by Chapter 5 of the Coweta City Code of Ordinances. A proposed Ordinance was discussed, with possible action to be taken at a future meeting.

VIII. EXECUTIVE SESSION

1. Discussion

Motion by Harold Chance, second by Logan Brown to enter into Executive Session at 6:39 p.m. for the purpose of confidential communications and discussions related to the employment, salary and benefits of individual salaried public officers and employees (City Manager), in accordance with 25 O.S. §307.B.1.

Aye: Harold Chance
Logan Brown
Evette Young
Naomi Hogue

Mayor Young announced we were back in open meeting at 8:43 p.m.

2. Possible Action

Motion by Evette Young, second by Harold Chance to approve the employment contract with Roger Kolman as discussed.

Aye: Evette Young
Harold Chance
Naomi Hogue
Logan Brown

IX. NEW BUSINESS

There was no new business.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 4, 2021 6:01 P.M.**

X. ADJOURNMENT

Mayor Young adjourned the meeting at 8:44 p.m.

Evette Young, Mayor

Julie Casteen, City Clerk

MUTUAL AID AGREEMENT BETWEEN CITY OF BROKEN ARROW AND THE CITY OF COWETA FOR BUILDING INSPECTION SERVICES

This Agreement is entered into between the City of Broken Arrow, a municipal corporation (Broken Arrow); the City of Coweta, a municipal corporation (Coweta).

RECITALS:

Whereas, both parties are in the business of providing protection to public property and the citizens within their respective city limits to ensure that structures are safe, sanitary and fit for occupation and use; and

Whereas, it is mutually beneficial for the parties to assist each other in the provision of public services in order to adequately protect the public; and

Whereas, it is mutually beneficial and advantageous to each party to be able to share its manpower and expertise in times of need.

Now therefore, Broken Arrow and Coweta, each in consideration of the terms, covenants, and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, hereby agree as set forth below.

AGREEMENTS:

1. PURPOSE

The above recitals are incorporated herein by reference as if set out fully. The purpose of this Agreement is to facilitate, enhance and formalize cooperation and efforts between the parties in providing building inspection services to public property and the citizens within their respective city limits to ensure that structures are safe, sanitary and fit for occupation and use.

2. DURATION

This Agreement shall be effective as of December 1st, 2021. This Agreement shall discontinue automatically on June 30, 2022, unless extended in writing by the parties or earlier terminated by either party, provided, however that written notification be delivered ten (10) days before the date upon which the party declares this Agreement is terminated.

3. REQUESTS FOR ASSISTANCE PROCEDURES

Either City is entitled to request assistance from the other City and the City receiving the request shall be obligated to respond thereto, provided however, if in the opinion of the City's Community Development Director, it is impossible to respond to the request on the basis of other conditions within the responding City's fence line, or because of improperly working equipment lack of manpower or any other condition determined to be, in the sole judgment of the Community Development Director, too dangerous or hazardous to its personnel and/or the inhabitants of its own City, the responding City shall not be obligated to provide the assistance contemplated herein. Upon determining that the responding City cannot assist the requesting City, the responding City shall immediately notify the requesting City in the mode that is the quickest and most efficient under the circumstances at that time.

Upon the responding City assisting the requesting City, both parties understand and agree that the requesting City shall remain in full command of the management of the inspections with the exception that the Community Development Director from the responding City shall remain in charge of its own manpower and equipment.

4. EMPLOYMENT STATUS

City of Broken Arrow's personnel shall remain employees of Broken Arrow. Broken Arrow shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner. City of Coweta's personnel shall remain employees of Coweta. Coweta shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner. No separate administrative structure is required nor separate funding required, therefore no joint board is required to be created. No joint employment is created. No separate organization shall be created hereunder, nor shall any real or personal property be transferred between the parties, nor shall there be any joint financing, therefore no provisions for disposal of real or personal property upon termination is necessary.

5. PROPERTY

Each City shall pay their own expenses and assume the risk of damage to their own equipment, including injury to their own men and including damages or injury to third parties and/or property. Neither City shall demand or receive compensation from the other for the assistance provided. Further, each City agrees to hold the other harmless from liability that may occur due to the conduct of each respective City's equipment and manpower.

6. LIABILITIES

Liability for the conduct of City of Broken Arrow personnel shall remain the responsibility of the Broken Arrow. Liability for the conduct of City of Coweta personnel shall remain the responsibility of the City. The rights, duties and obligations under or arising from this Agreement shall not be assigned by any of the parties hereto without express written consent of the other parties to the Agreement.

Each City shall provide their own liability insurance and worker's compensation insurance and retirement benefits and other accidental insurance coverage deemed appropriate to protect their respective personnel and/or equipment.

7. SETTLEMENT OF DISAGREEMENTS

In the event of any disagreement(s) as to the administration of this Agreement, the City Manager of Broken Arrow and the City Manager of Coweta on behalf of their respective jurisdictions and as administrators of this Agreement shall resolve the disagreement(s).

8. AUTHORIZATION TO EXECUTE

By executing this Agreement, the signors of this Agreement affirm that they are authorized by their respective Boards, Councils or Governing Bodies to execute the same and that they have, in fact, obtained all necessary approvals and authorizations therefore to execute and enter into this Agreement for their respective Councils, Boards or Governing Bodies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

City of Broken Arrow

City of Coweta

By: _____
City Manager

By: _____
City Manager

Date: _____

Date: _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Broken Arrow City Council Ratified:

Coweta City Council Ratified:

By: _____
Mayor

By: _____
Mayor

City Clerk

City Clerk

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: PWA - Streets Department Contact: WES Date: 10-27-2021

Items Requested to be Surplused: 2 sand spreaders

ID/Asset Tag Number: _____

PROPERTY DESCRIPTION	CONDITION	DATE PURCHASED	Approximate Current Value
2- 2 cuyd sand spreaders	☐ Excellent	2/28/2001	
	☐ Good		
	☐ Fair	PURCHASE PRICE	
	☒ Poor	\$5,400	

Reason for being surplused:
Beyond repair are being replaced.

Has it been offered for transfer to another Department within the City: Yes ☐ No ☒

Has it been offered for transfer to another agency within the State: Yes ☐ No ☒ If so, to whom:

Name of agency:

Sold for scrap metal: Yes ☐ No ☐ If yes, to whom:

Amount received:

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes ☐ No ☐

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes ☐ No ☐ Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus:

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

**CITY OF COWETA/COWETA PUBLIC WORKS AUTHORITY
SURPLUS PROPERTY DECLARATION AUTHORIZATION**

This form is required to dispose of any City/Authority surplus property. Department Head completes this form and submits it to the City Manager.

Department: PWA - Streets Department Contact: WES Date: 10-27-2021

Items Requested to be Surplused: brush hogs

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u>	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
2- 5ft brush hogs 1- 4ft brush hog	☐ Excellent ☐ Good ☐ Fair ☒ Poor	<u>unknown</u> <u>PURCHASE PRICE</u> <u>unknown</u>	<u>Ø</u>

Reason for being surplused:
Beyond repair

Has it been offered for transfer to another Department within the City: Yes ☐ No ☒

Has it been offered for transfer to another agency within the State: Yes ☐ No ☒ If so, to whom:

Name of agency: _____

Sold for scrap metal: Yes ☐ No ☐ If yes, to whom: _____

Amount received: _____

-----FINANCE USE ONLY-----

Date placed on surplus website: _____ Did item sell: Yes ☐ No ☐

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

Item ready to be released to buyer with a copy of receipt attached: Yes ☐ No ☐ Date: _____

City Manager approval of the request for surplus: _____ Date: _____

Date surplus approved by City Council/Trustees: _____

Date, Amount, and receipt of funds from Public Surplus: _____

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____



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Memorandum

To: Honorable Mayor and City Council
From: Mark Seibold, AIA AICP; Community Development Director
Re: Final Plat Wynstone – Phase II
Date: 11-01-2021

BACKGROUND

Discuss and consider a request by Integrity Development Group, LLC, Developer, for approval of the Final Plat of Wynstone – Phase II, a subdivision of approximately 39.47 acres, more or less, with 132 lots. This subdivision is located on the corner of East 111st Street South and South 273rd East Avenue in Section 25, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma. This land is zoned RS-3 (Residential Single Family).

In accordance with the Coweta Subdivision Regulations, the approved Final Plat will be held until the necessary infrastructure improvements are installed by the developer and accepted by the Coweta City Council.

At the October 18, 2021 Planning Commission meeting, the Planning Commission recommended approval of the final plat, with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer, by a vote of 5-0.

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat, Wynstone – Phase II with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

1. Final Plat Wynstone – Phase II.

ZONING REQUIREMENTS

RS-3 - RESIDENTIAL SINGLE FAMILY	
• MINIMUM LOT AREA:	6,000 SQUARE FEET
• MINIMUM LOT WIDTH AT FRONT BUILDING LINE:	50 FEET
• MINIMUM STREET ABUTTING:	30 FEET
• MAXIMUM BUILDING HEIGHT:	2½ STORIES OR 35 FEET
TYPICAL BUILDING SETBACKS	
• SIDE LOT:	5 FEET
• FRONT SETBACK:	25 FEET
• REAR SETBACK:	15 FEET

NOTES

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ALL SIDE LOT BUILDING SETBACKS SHALL BE 5 FEET UNLESS OTHERWISE NOTED.

FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS NO PORTION OF THE PROPERTY DESCRIBED HEREON TO BE INSIDE OF THE 500-YEAR FLOOD PLAIN.

BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 25, T-18-N, R-15-E, AS BEING N88°43'07"E.

SITE DATA

EXISTING ZONING:	RS-3 - RESIDENTIAL SINGLE FAMILY
TOTAL ACREAGE:	39.47 ACRES (1,719,416.07 SQUARE FEET)
NUMBER OF BLOCKS:	5
NUMBER OF LOTS:	132
RESERVE AREAS:	3

UTILITY SERVICE PROVIDERS

WATER	WAGONER COUNTY RURAL WATER DISTRICT NO. 4
SEWER	CITY OF COWETA
ELECTRIC	PUBLIC SERVICE COMPANY OF OKLAHOMA
TELEPHONE	WINDSTREAM COMMUNICATIONS
GAS	OKLAHOMA NATURAL GAS
CABLE	COX COMMUNICATION

MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF WYNSTONE - PHASE 1; THENCE, N01°28'10"W FOR A DISTANCE OF 480.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 144.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°11'17", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.35 FEET, AND WHOSE LONG CHORD BEARS N43°37'29"E FOR A DISTANCE OF 35.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N88°31'50"E FOR A DISTANCE OF 50.00 FEET; THENCE, S01°28'10"E FOR A DISTANCE OF 220.32 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS S46°22'31"E FOR A DISTANCE OF 35.30 FEET; THENCE, N88°43'19"E FOR A DISTANCE OF 1039.89 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°19'44", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 38.98 FEET, AND WHOSE LONG CHORD BEARS N43°10'48"E FOR A DISTANCE OF 35.20 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°25'23"W FOR A DISTANCE OF 540.78 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°51'29", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS N46°21'08"W FOR A DISTANCE OF 35.31 FEET; THENCE, S88°43'06"W FOR A DISTANCE OF 12.58 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 334.56 FEET; THENCE, N88°42'39"E FOR A DISTANCE OF 1367.77 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 683.64 FEET; THENCE, S88°34'48"W FOR A DISTANCE OF 120.00 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 316.36 FEET; THENCE, S88°34'42"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 89°51'30, HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET; AND WHOSE LONG CHORD BEARS N45°21'08"W FOR A DISTANCE OF 35.31 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 473.96 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 104°12'08", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS S36°37'09"W FOR A DISTANCE OF 39.45 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 58.05 FEET; THENCE, N01°25'23"W FOR A DISTANCE OF 30.71 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS S36°37'09"W FOR A DISTANCE OF 39.45 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14°01'24", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS S08°28'08"E FOR A DISTANCE OF 30.52 FEET; THENCE, S01°27'28"E FOR A DISTANCE OF 99.79 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 50.13 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 84°18'50", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 36.79 FEET, AND WHOSE LONG CHORD BEARS S46°33'42"W FOR A DISTANCE OF 35.36 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1063.99 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 5.08 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,719,416.07 SQUARE FEET (39.47 ACRES), MORE OR LESS.

LINE LEGEND

—	PROPOSED RIGHT-OF-WAY
—	PROPOSED BOUNDARY
—	PROPOSED LOT LINE
—	PROPOSED BUILDING LINE
- - -	PROPOSED EASEMENT LINE
—	PROPOSED CENTER LINE

ABBREVIATIONS

ACC	ACCESS
B/L	BUILDING LINE
BK PG	BOOK & PAGE
F/U/E	FENCE & UTILITY EASEMENT
LNA	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
U/E	UTILITY EASEMENT

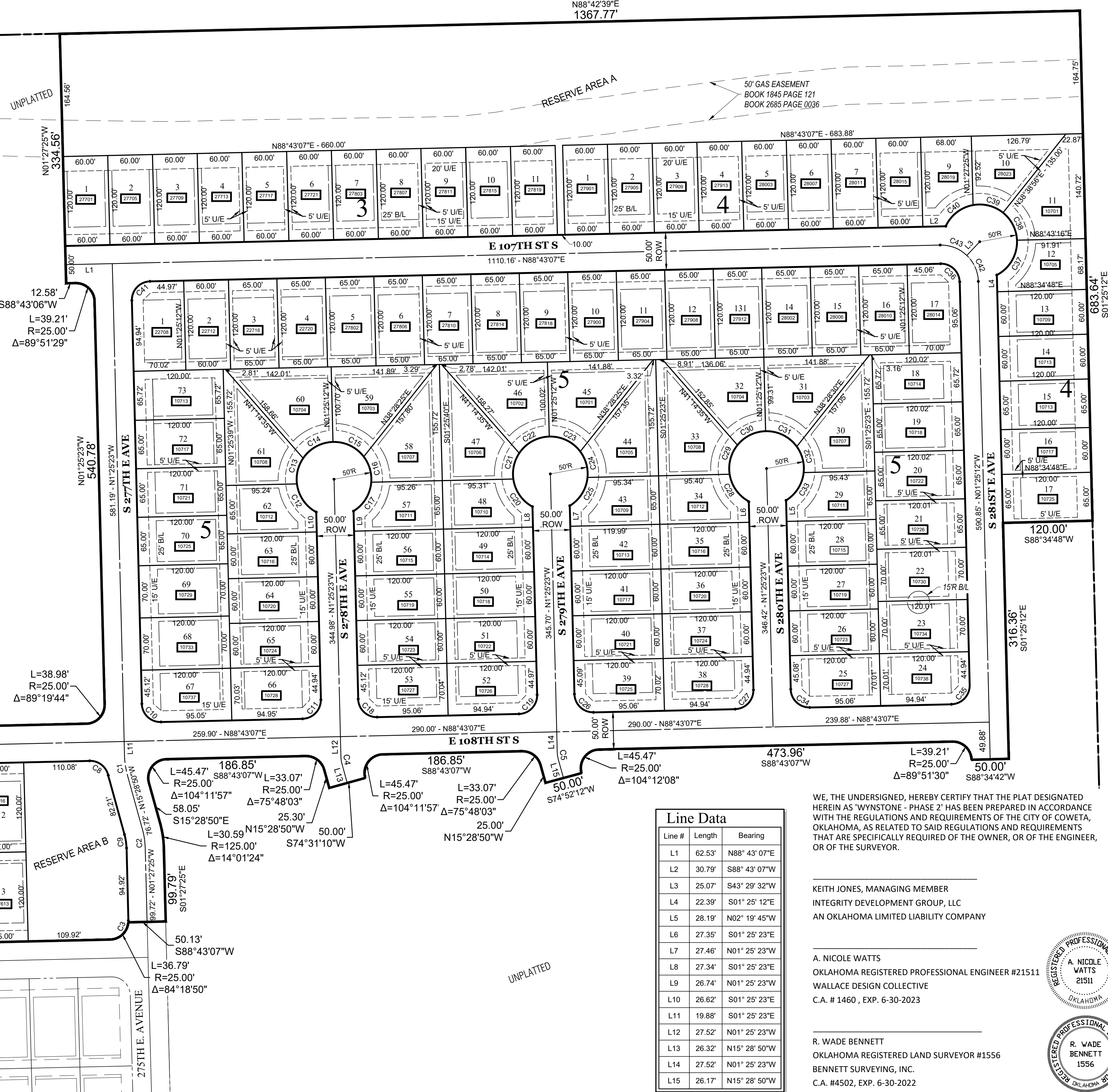
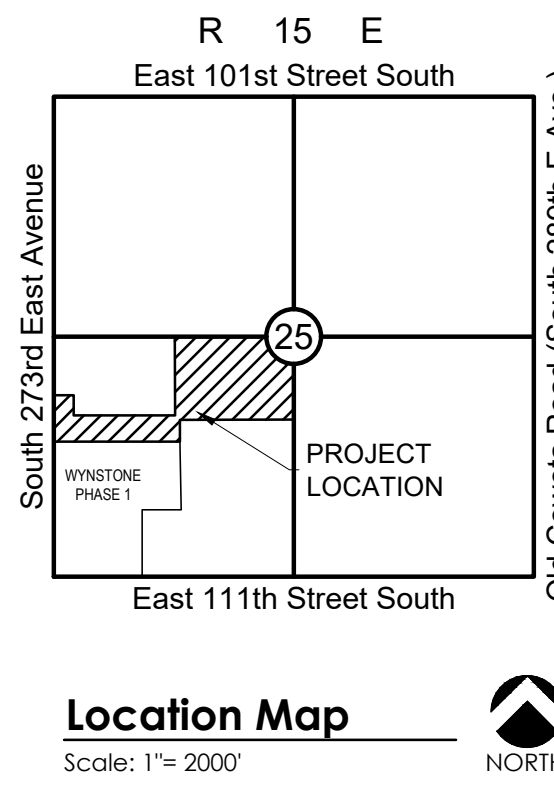
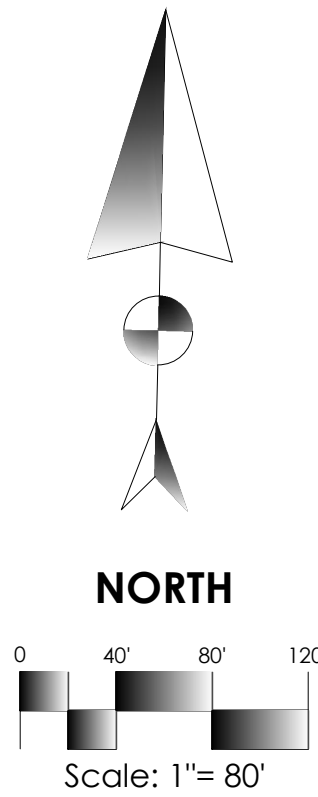
Curve Data

Curve #	Length	Radius	Chord Bearing	Chord Length
C1	24.53'	100'	N8°27'07"W	24.47'
C2	24.48'	100'	N8°28'08"W	24.41'
C3	39.35'	25'	N43°37'51"E	35.41'
C4	9.32'	38'	N8°27'07"W	9.30'
C5	9.32'	38'	N8°27'07"W	9.30'
C6	39.19'	25'	S46°22'31"E	35.30'
C7	39.35'	25'	S43°37'29"W	35.41'
C8	34.17'	25'	N52°07'18"W	31.57'
C9	18.36'	75'	N8°28'09"W	18.31'
C10	39.22'	25'	S46°21'37"E	35.32'
C11	39.32'	25'	N43°38'23"E	35.39'
C12	47.49'	50'	N34°12'45"W	45.73'
C13	36.04'	50'	N13°38'49"E	35.26'
C14	47.18'	50'	N61°19'36"E	45.45'
C15	47.39'	50'	S64°29'22"E	45.64'
C16	36.46'	50'	S16°26'56"E	35.65'
C17	47.24'	50'	S31°30'29"W	45.51'
C18	39.21'	25'	S46°21'22"E	35.31'
C19	39.33'	25'	N43°38'38"E	35.40'
C20	46.77'	50'	N34°37'35"W	45.08'
C21	36.30'	50'	N12°57'59"E	35.50'
C22	47.64'	50'	N61°03'36"E	45.86'
C23	47.86'	50'	S64°13'22"E	46.05'
C24	36.71'	50'	S15°46'06"E	35.89'
C25	46.52'	50'	S31°55'18"W	44.86'
C26	39.21'	25'	S46°21'24"E	35.31'
C27	39.33'	25'	N43°38'37"E	35.40'
C28	46.47'	53'	N34°32'47"W	45.02'
C29	41.36'	50'	N15°02'23"E	40.19'
C30	43.45'	50'	N63°38'00"E	42.10'
C31	48.29'	50'	S63°48'01"E	46.44'
C32	36.85'	50'	S15°01'02"E	36.02'
C33	45.80'	50'	S32°20'10"W	44.21'
C34	39.21'	25'	S46°21'16"E	35.31'
C35	39.33'	25'	N43°38'50"E	35.40'
C36	39.21'	25'	N46°21'08"W	35.31'
C37	56.93'	50'	S29°58'48"W	53.91'
C38	42.57'	50'	S27°01'53"E	41.30'
C39	42.64'	50'	S75°51'04"E	41.36'
C40	48.02'	50'	N52°12'34"E	46.19'
C41	39.33'	25'	S43°38'52"W	35.40'
C42	39.21'	50'	S23°53'07"E	38.21'
C43	39.21'	50'	S68°48'58"E	38.21'

ENGINEER:
Wallace Design Collective
123 N Martin Luther King Jr Blvd
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2021
nwatts@wallacesc.com

OWNER:
Integrity Development Group, LLC
3768 South Elm Place
Broken Arrow, Oklahoma 74011
Phone: (918) 830-1440
idgtulsa@gmail.com

SURVEYOR:
Bennett Surveying, Inc.
P.O. Box 848
Chouteau, OK 74337
Phone: (918) 476-7484
OK CA NO. CA 4502, EXPIRES 6/30/2020
wade@bennettsurveying.com



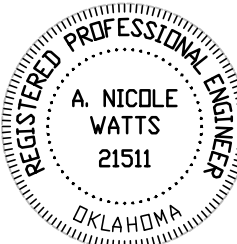
Line #	Length	Bearing
L1	62.53'	N88°43'07"E
L2	30.79'	S88°43'07"W
L3	25.07'	S43°29'32"W
L4	22.39'	S01°25'12"E
L5	28.19'	N02°19'45"W
L6	27.35'	S01°25'23"E
L7	27.46'	N01°25'23"W
L8	27.34'	S01°25'23"E
L9	26.74'	N01°25'23"W
L10	26.62'	S01°25'23"E
L11	19.88'	S01°25'23"E
L12	27.52'	N01°25'23"W
L13	26.32'	N15°28'50"W
L14	27.52'	N01°25'23"W
L15	26.17'	N15°28'50"W

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'WYNSTONE - PHASE 2' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

KEITH JONES, MANAGING MEMBER
INTEGRITY DEVELOPMENT GROUP, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

A. NICOLE WATTS
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER #21511
WALLACE DESIGN COLLECTIVE
C.A. # 1460, EXP. 6-30-2023

R. WADE BENNETT
OKLAHOMA REGISTERED LAND SURVEYOR #1556
BENNETT SURVEYING, INC.
C.A. #4502, EXP. 6-30-2022



FINAL PLAT

WYNSTONE - PHASE 2

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT INTEGRITY DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF COWETA, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF WYNSTONE - PHASE 1; THENCE, N01°28'10"W FOR A DISTANCE OF 480.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 144.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 90°11'17", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.35 FEET, AND WHOSE LONG CHORD BEARS N43°37'29"E FOR A DISTANCE OF 35.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE. THENCE, N88°31°50"E FOR A DISTANCE OF 50.00 FEET; THENCE, S01°28'10"E FOR A DISTANCE OF 220.32 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS S46°22'31"E FOR A DISTANCE OF 35.30 FEET. THENCE, N88°43'19"E FOR A DISTANCE OF 1039.89 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°19'44", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 38.98 FEET, AND WHOSE LONG CHORD BEARS N43°10'48"E FOR A DISTANCE OF 35.20 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°25'23"W FOR A DISTANCE OF 540.78 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 89°51'29", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS N46°21'08"W FOR A DISTANCE OF 35.31 FEET. THENCE, S88°43'08"W FOR A DISTANCE OF 12.58 FEET. THENCE, N01°27'25"W FOR A DISTANCE OF 334.56 FEET; THENCE, N88°42'39"E FOR A DISTANCE OF 1367.77 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 683.64 FEET; THENCE, S88°34'48"W FOR A DISTANCE OF 120.00 FEET; THENCE, S01°25'12"E FOR A DISTANCE OF 316.36'; THENCE, S88°34'42"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT AT AN ANGLE OF 89°51'30, HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET; AND WHOSE LONG CHORD BEARS N45°21'08"W FOR A DISTANCE OF 35.31 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 473.96 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 104°12'08", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS S36°37'14"W FOR A DISTANCE OF 39.45 FEET; THENCE S74°52'12"W FOR A DISTANCE OF 50.00 FEET; THENCE N15°28'50"W FOR A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS N53°22'51"W FOR A DISTANCE OF 30.71 FEET; THENCE S88°43'07"W FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS S36°37'09"W FOR A DISTANCE OF 39.45 FEET; THENCE S15°28'50"E FOR A DISTANCE OF 50.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14°01'24", HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS S08°28'08"E FOR A DISTANCE OF 30.52 FEET; THENCE, S01°27'25"E FOR A DISTANCE OF 99.79 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 50.13 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 84°18'50", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 36.79 FEET, AND WHOSE LONG CHORD BEARS S46°33'42"W FOR A DISTANCE OF 33.56 FEET. THENCE, S88°43'07"W FOR A DISTANCE OF 1063.99 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET. THENCE, N01°28'10"W FOR A DISTANCE OF 5.58 FEET. THENCE S88°43'07"W FOR A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,719.416.07 SQUARE FEET (39.47 ACRES), MORE OR LESS.

THE NON-ASTRONOMIC BEARINGS FOR SAID TRACT ARE BASED ON AN ASSUMED BEARING OF N88°43'07"E ALONG THE SOUTH LINE OF SECTION 25, T-18-N, R-15-E OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF.

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 132 LOTS IN 5 BLOCKS WITH 3 RESERVE AREAS AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF, AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF WYNSTONE - PHASE 2, A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA, (WHEREVER THE WORD 'SUBDIVISION' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN WYNSTONE - PHASE 2' UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD 'CITY' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF COWETA, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS 'U/E' OR 'UTILITY EASEMENT', FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING,

OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC AND POWER LINES, AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENT FOR THE USES AND PURPOSES AFORESAID, PROVIDED FOREVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENT DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE. SAID COVENANT STATES THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDINGS, STRUCTURE OR OTHER ABOVE OR BELOW-GROUND OBSTRUCTION MAY INTERFERE WITH THE USES AND PURPOSES OF THE EASEMENT. SAID COVENANT DOES PROHIBIT OBSTRUCTIONS WITHIN THE EASEMENTS HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

1.2 UNDERGROUND SERVICES

1.2.1 OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE WEST AND NORTH PERIMETER EASEMENT OF THE SUBDIVISION. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, SHALL BE LOCATED IN THE UTILITY EASEMENTS AT THE BACK OF THE LOTS. STREET LIGHT POLES OR STANDARDS MUST BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION.

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE 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, EFFECTIVE AND 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.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE 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.

1.2.4 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. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

1.2.5 THE FOREGOING COVENANTS SET FORTH IN SECTION 1.2 SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

1.3.1 THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS LOCATED ON THEIR LOT.

1.3.2 WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT THE ALTERATION OF GRADE IN EXCESS OF A FOOT FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

1.3. THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC STORM SEWER FACILITIES BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS: THE CITY OF COWETA, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO GENERAL UTILITY EASEMENTS AND DRAINAGE 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 STORM SEWER FACILITIES.

1.3. CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAINS AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF WATER MAINS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, THEIR AGENTS OR CONTRACTORS.

A. RIGHT TO ACCESS: THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE 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 WATER AND SANITARY SEWER FACILITIES.

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RW¼D EASEMENT' OR 'RW¼D R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

C. WHERE WATERLINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS.

WHERE SANITARY SEWER LINES FALL WITHIN THE UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS.

1.3.5 THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.3 SHALL BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

1.4 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. 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 THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY CITY OF COWETA, OKLAHOMA.

1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS 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.

1.5.2 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, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT, OR ITS AGENTS OR CONTRACTORS.

1.5.3 THE FOREGOING COVENANTS SET FORTH IN SECTION 1.5 SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

1.6.1 NO LOT OWNER SHALL PLANT ANY TREES OR SHRUBBERY IN DEDICATED UTILITY EASEMENTS OR RIGHTS-OF-WAY WHICH WOULD POTENTIALLY ENDANGER, THREATEN OR HARM ANY UTILITIES LOCATED WITHIN SAID EASEMENTS OR RIGHTS-OF-WAY.

1.6.2 THE GOVERNMENT WILL REMOVE OBSTRUCTIONS FROM THE RIGHT-OF-WAY THAT ARE DEEMED TO BE A DANGER TO PUBLIC SAFETY WITHOUT NOTICE.

1.6.3 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR LANDSCAPING AND PAVING DAMAGED OR REMOVED BY THE NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SEWER, STORM SEWER, GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT. IT SHALL BE NOTICED THAT CITY OF COWETA, OKLAHOMA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

1.7 SIDEWALKS

1.7.1 SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED BY THE OWNER OF THE ABUTTING LOT AT SUCH OWNER'S EXPENSE. THE SIDEWALK ABUTTING A LOT SHALL BE COMPLETED ACCORDING TO CITY OF COWETA SPECIFICATIONS PRIOR TO INITIAL OCCUPANCY OF THE STRUCTURE OF THE ABUTTING LOT.

1.7.2 THIS RESTRICTIVE COVENANT MAY BE ENFORCED BY ANY OWNER OF A LOT IN THE SUBDIVISION, THE HOMEOWNERS ASSOCIATION OR WAGONER COUNTY.

SECTION II. RESERVE AREAS

2.1 RESERVE AREA 'A' AND 'B'

2.1.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREAS 'A' AND 'B' FOR THE PURPOSE OF THE DELIVERY OF UTILITIES, IN AN UNOBSTRUCTED MANNER, TO LOTS FROM PUBLIC STREETS AND EASEMENTS.

2.1.2 RESERVE AREAS 'A' AND 'B' SHALL BE UTILIZED FOR UTILITY EASEMENT, COMMON AREAS AND OPEN AREAS. RESERVE AREA 'B' SHALL ALSO BE UTILIZED AS FOR RECREATIONAL USE.

2.2 RESERVE AREA 'C'

2.2.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'C' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2.2.2 DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

2.2.3 NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE AREA NOR SHALL THERE BY ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF COWETA.

2.2.4 DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

2.2.4.1 GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.

2.2.4.2 CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.

2.2.4.3 THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

2.2.4.4 CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED AS NECESSARY.

2.2.5 LANDSCAPING, SHALL BE ALLOWED WITHIN THE RESERVE.

2.2.6 IN THE EVENT THE HOMEOWNER'S ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, THE CITY OF COWETA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA MAY FILE OF RECORD A COPY OF STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY WAGONER COUNTY.

2.2.7 RESERVE AREA 'C' SHALL BE UTILIZED AS A STORMWATER DETENTION EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, THE OWNER/DEVELOPER DESIRES TO ESTABLISH RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN.

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

3.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

3.1.1 NO BUILDING, FENCE OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THE SUBDIVISION UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY INTEGRITY DEVELOPMENT GROUP, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE 'ARCHITECTURAL COMMITTEE'. FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE OR ELECTRONICALLY AND SHALL INCLUDE A SITE PLAN, WHICH INCLUDES DRAINAGE, FLOOR PLAN AND EXTERIOR ELEVATIONS. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN 14 CALENDAR DAYS AFTER SUBMISSION, THE PLANS WILL BE CONSIDERED APPROVED, AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

3.1.2 THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREIN AFTER AUTHORIZED MAY 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 MATERIAL, 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 TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3.1.3 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE CLOSING OF ALL OF THE LOTS OF WYNSTONE - PHASE 2, BE DEEMED TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS ASSOCIATION.

3.2 FLOOR AREA OF DWELLING

3.2.1 SINGLE STORY. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3.2.2 TWO STORY AND STORY AND A HALF. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,200 SQUARE FEET OF FINISHED HEATED LIVING AREA. ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,800 SQUARE FEET OF FINISHED HEATED LIVING AREA.

3.2.3 COMPUTATION OF LIVING AREA. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREA, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREA, AND ANY AREA OF LESS THAN FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.

3.3 GARAGES

EACH DWELLING SHALL HAVE AN ATTACHED GARAGE PROVIDING SPACE FOR A MINIMUM OF TWO AUTOMOBILES ON EACH LOT. GARAGES SHALL BE ENCLOSED AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED, UNLESS APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.4 FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE OF BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

3.5 MASONRY

3.5.1 THE FIRST STORY EXTERIOR WALLS OF THE DWELLING ERECTED ON ANY LOT SHALL BE 100% MASONRY (STONE/BRICK), STUCCO OR A COMBINATION THEREOF (EXCLUDING WINDOWS, DOORS, PORCHES, AND PATIOS), UNLESS WAIVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.6 WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

3.7 ROOF PITCH

3.7.1 NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 8/12 OVER 70% OF THE HORIZONTAL AREA COVERED BY ROOF, UNLESS WAIVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.8 ROOFING MATERIALS

3.8.1 ROOFING SHALL BE SELF-SEALING COMPOSITION ARCHITECTURAL GRADE ROOFING SHINGLES, WEATHERED WOOD OR EQUIVALENT (LESS THAN 22# AND 3 TAB SHINGLES ARE NOT ALLOWED), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREIN AFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

3.9 ROOFTOP PROTRUSIONS

IF POSSIBLE, METAL ROOFTOP PROTRUSIONS ARE NOT TO BE LOCATED ON THE FRONT SIDE OF THE RESIDENCE. ALL EXPOSED ROOF FLASHING, VENT PIPES AND CHIMNEY COVERS SHALL BE PAINTED TO MATCH SHINGLE COLOR OR SIDING COLOR.

3.10 ON-SITE CONSTRUCTION

NO EXISTING OR OFF-SITE BUILT STRUCTURE SHALL BE MOVED ONTO OR PLACED ON ANY LOT, WITH THE EXCEPTION OF A CONSTRUCTION TRAILER OR SALES OFFICE BY THE DEVELOPER.

3.11 OUTBUILDINGS

3.11.1 ALL STORAGE OUTBUILDINGS ARE PROHIBITED. ANY OTHER OUTBUILDINGS INCLUDING, BUT NOT LIMITED TO, OUTDOOR PLAYHOUSES, DOLLHOUSES, ETC., MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE.

3.12 OUTDOOR RECREATIONAL STRUCTURES & EQUIPMENT

3.12.1 SWIMMING POOLS. ABOVE GROUND POOLS ARE PROHIBITED, WITH THE EXCEPTION OF SMALL POOLS LESS THAN 8FT. IN DIAMETER.

3.12.2 BASKETBALL GOALS. PORTABLE BASKETBALL GOALS ARE NOT ALLOWED IN FRONT YARDS. ALL BASKETBALL GOALS WHICH ARE PLACED IN THE FRONT YARD AREA MUST BE PERMANENTLY ANCHORED IN THE GROUND.

3.12.3 MISCELLANEOUS ATHLETIC EQUIPMENT. NO MISCELLANEOUS ATHLETIC EQUIPMENT IS ALLOWED IN FRONT YARDS. MISCELLANEOUS ATHLETIC EQUIPMENT INCLUDES, BUT NOT LIMITED TO, TRAMPOLINES, SOCCER GOALS, ETC.

3.13 FRONTING AND ACCESS LIMITATION

EACH DWELLING SHALL FRONT AN INTERIOR PUBLIC STREET AND DERIVE ITS ACCESS SOLELY FROM AN INTERIOR PUBLIC STREET. ON CORNER LOTS, THE DWELLING SHALL FRONT THE GREATER OF THE BUILDING SETBACK LINES IF DIFFERING BUILDING SETBACK LINES HAVE BEEN ESTABLISHED ON THE LOT.

3.14 YARDS AND SETBACKS

3.14.1 STREET SETBACK. NO BUILDING SHALL BE ERECTED NEARER TO A PUBLIC STREET THAN THE BUILDING SETBACK LINES DEPICTED ON THE ACCOMPANYING PLAT.

WYNSTONE - PHASE 2

A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SW/4 OF SECTION TWENTY-FIVE (25),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

3.14.2 SIDE YARD. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH.

3.14.3 REAR YARD. THE REAR YARD SHALL NOT BE LESS THAN 15 FEET AS MEASURED FROM THE REAR PROPERTY LINE TO THE REAR WALL OF THE HOME.

3.14.4 EASEMENT SETBACKS. NO BUILDING SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

3.15 BUILDING HEIGHT
NO BUILDING SHALL EXCEED 2 1/2 STORIES OR 35 FEET IN HEIGHT.

3.16 LOT FENCING/LANDSCAPING

3.16.1 FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF COWETA ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER OF THE RESIDENCE.

3.16.2 ON CORNER LOTS FENCING CAN ONLY EXTEND TO WITHIN TEN (10) FEET OF THE PROPERTY LINE FORMING A SIDE YARD BOUNDARY OF THE LOT.

3.16.3 FENCES SHALL BE OF WOOD, BRICK, STUCCO, ORNAMENTAL IRON OR STONE. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE. ALL FENCING MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE IN WRITING PRIOR TO INSTALLATION. DECORATIVE FENCING MAY BE INSTALLED IN THE NON PERMITTED AREAS WITH WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE.

3.16.4 FENCING ON LOTS 1, 12, 13, AND 24 OF BLOCK 2, LOTS 1-11 OF BLOCK 3, AND LOTS 1-11 OF BLOCK 4 WHERE THEY ABUT RESERVE AREAS MAY ONLY HAVE A 4 FOOT HIGH WROUGHT IRON OR WOOD RAIL WITH BLACK VINYL CHAIN LINK FENCING ON THE PORTIONS OF THE YARDS WHICH ABUT THE RESERVE AREAS. NO PRIVACY FENCES WILL BE ALLOWED ALONG THIS RESERVE AREA. ANY SIDE FENCING OVER 4 FEET MUST TAPER TO MATCH. THE TAPER MUST BEGIN A MINIMUM OF 10 FEET FROM THE RESERVE AREA.

3.16.5 THE FRONT YARDS OF ALL LOTS MUST BE LANDSCAPED UPON COMPLETION OF THE RESIDENCE. ALL FRONT, SIDE AND BACK YARDS MUST BE SODDED ON THE COMPLETION OF ANY RESIDENCE IN THE SUBDIVISION.

3.16.6 ONE (1) 2 INCH CALIPER TREE SHALL BE REQUIRED TO BE PLANTED AND MAINTAINED ON EACH LOT WITHIN THE FRONT YARD AREA. NO TREE OR SHRUB SHALL BE PLANTED WITHIN A STREET RIGHT-OF-WAY WITHOUT ARCHITECTURAL COMMITTEE APPROVAL.

3.17 SATELLITE DISHES, ANTENNAS AND SOLAR PANELS

3.17.1 EXTERIOR TELEVISION, 'CB' RADIO OR OTHER TYPE ANTENNA INCLUDING SATELLITE DISHES SHALL BE PROHIBITED WITH THE FOLLOWING EXCEPTION. SMALL SATELLITE DISHES WHICH DO NOT EXCEED 24" IN DIAMETER SHALL BE ALLOWED SO LONG AS THE DISH IS NOT INSTALLED ON THE FRONT OF THE DWELLING, OR WITHIN 25 FEET FROM THE FRONT OF THE HOUSE. OWNER MUST HAVE WRITTEN APPROVAL FROM THE ARCHITECTURAL COMMITTEE TO WAIVE THIS COVENANT.

3.17.2 ANY SOLAR PANEL INSTALLATION MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE RESERVES THE RIGHT TO PROHIBIT ANY SOLAR PANEL INSTALLATION.

3.18 LOT MAINTENANCE
EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS. UNDER NO CIRCUMSTANCES SHALL GRASS CLIPPINGS BE ALLOWED WITHIN THE STREET AREA.

3.19 RECREATIONAL VEHICLES, EQUIPMENT, AND UTILITY TRAILERS
BOATS, TRAILERS, CAMPERS, MOTOR HOMES AND SIMILAR RECREATIONAL VEHICLES AND EQUIPMENT SHALL NOT BE ALLOWED ON ANY LOT OR DRIVEWAY FOR MORE THAN 48 HOURS, EXCEPT WITH AN ENCLOSED GARAGE. UNDER NO CIRCUMSTANCES CAN ANY OF THE ABOVE MENTIONED BE ON ANY LOT OR DRIVEWAY CONTINUALLY, AND/OR FOR OVER 30 DAYS TOTAL DURING A CALENDAR YEAR.

3.20 INOPERATIVE VEHICLES
NO INOPERATIVE VEHICLE SHALL BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE. INOPERATIVE VEHICLES SHALL NOT BE PARKED OR STORED ON ANY STREET OR DRIVEWAY.

3.21 CLOTHESLINES
EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

3.22 TRASH CONTAINERS
TRASH CONTAINERS, EXCEPT DURING PERIODS OF COLLECTION, SHALL BE STORED OUT OF VIEW FROM ABUTTING STREETS. NO EXPOSED GARBAGE CANS, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT.

3.23 MAILBOXES
AS LONG AS RURAL TYPE MAILBOX IS IN USE IN WYNSTONE - PHASE 2 FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THE FRONT

FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE 'INSIDE EDGE' OF THE DRIVEWAY. 'INSIDE EDGE' SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

3.24 ANIMALS
NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. LOTS SHALL BE KEPT CLEAN OF ANY AND ALL ANIMAL BY-PRODUCTS. ALL ANIMALS MUST BE KEPT WITHIN THE CONFINEMENTS OF THE HOMEYARD AND/OR MUST BE KEPT ON A LEASH AT ALL TIMES. NO ANIMAL IS ALLOWED TO RUN 'FREELY' WITHIN THE SUBDIVISION AT ANY TIME.

3.25 NOXIOUS ACTIVITY
NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. THIS INCLUDES BUT IS NOT LIMITED TO 'NOISE POLLUTION' GENERATED FROM VEHICLES, MOTORS, ANIMALS (BARKING DOGS), WIND CHIMES, ETC.

3.26 MATERIALS AND STORAGE
NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN 30 DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

3.27 TEMPORARY TRASH RECEPTACLE
A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION PERIOD OF THE HOUSE. THE TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

3.28 ON-STREET PARKING
NO OWNER OR RESIDENT SHALL PARK ANY VEHICLE IN THE STREETS OR COMMON AREAS AT ANY TIME. THIS INCLUDES UTILITY TRAILERS AND WORK VEHICLES/TRAILERS. THERE CAN BE EXCEPTIONS FOR FAMILY EVENTS AND SPECIAL OCCASIONS.

3.29 SEASONAL HOUSE AND YARD DECORATIONS

3.29.1 SEASONAL HOUSE AND YARD DECORATIONS WILL BE ALLOWED FOR 15 CALENDAR DAYS BEFORE AND 7 DAYS AFTER ALL HOLIDAY SEASONS, EXCEPT CHRISTMAS, CHRISTMAS DECORATIONS, INCLUDING LIGHTS, MAY BE INSTALLED AFTER THE 1ST OF NOVEMBER AND MUST BE REMOVED BY JANUARY 31ST.

3.29.2 ALL STATUES AND FIGURINES OVER THREE (3) FEET IN HEIGHT, LANDSCAPE FEATURES/STRUCTURES, BIRD BATHS, FLAG POLE DISPLAYS AND OTHER SIMILAR ITEMS MUST BE APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE BEFORE INSTALLATION.

3.30 DEFINITIONS
IN THE EVENT OF AMBIGUITY OF ANY WORD OR TERM SET FORTH IN SECTIONS I, II AND III, THE MEANING THEREOF SHALL BE DEEMED TO BE DEFINED AS SET FORTH WITHIN THE CITY OF COWETA ZONING CODE AS THE SAME EXISTED ON THE DATE HEREOF, OR AS SUBSEQUENTLY AMENDED.

SECTION IV. HOMEOWNER'S ASSOCIATION

4.1 FORMATION OF HOMEOWNER'S ASSOCIATION: THE OWNER/DEVELOPER HAS FORMED OR SHALL CAUSE TO BE FORMED THE 'WYNSTONE' HOMEOWNERS' ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS THE 'ASSOCIATION'), A NON-PROFIT CORPORATE ENTITY TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AND TO BE FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF WYNSTONE.

4.2 MEMBERSHIP: EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE ASSOCIATION, AND MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE ACCEPTANCE OF A DEED TO A LOT SHALL CONSTITUTE ACCEPTANCE OF MEMBERSHIP TO THE ASSOCIATION AS OF THE DATE OF INCORPORATION, OR AS OF THE DATE OF RECORDING OF THE DEED, WHICHEVER OCCURS LAST.

4.3 COVENANT FOR ASSESSMENTS: THE OWNER/DEVELOPER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE ASSOCIATION ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER/DEVELOPER PRIOR TO THE CONVEYANCE OF A LOT WITHIN WYNSTONE. AS ASSESSMENT SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE OF THE LIEN OF ANY FIRST MORTGAGE.

4.4 ENFORCEMENT RIGHTS OF THE ASSOCIATION: WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY, TO THE SAME EXTENT AS A LOT OWNER, OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DOCUMENT, AND SHALL HAVE THE RIGHT TO ENFORCE THE COVENANTS TO THE SAME EXTENT AS A LOT OWNER.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF

MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

5.2 VALIDITY

VIOLATION OF OR FAILURE TO COMPLY WITH THESE COVENANTS AND RESTRICTIONS SHALL NOT AFFECT THE VALIDITY OF ANY MORTGAGE, BONA FIDE LIEN OR OTHER SIMILAR SECURITY INSTRUMENT WHICH MAY BE THEN EXISTING ON ANY LOT. INVALIDATION OF ANY ONE OR MORE OF THESE COVENANTS AND RESTRICTION, OR ANY PORTIONS THEREOF, BY A JUDGEMENT, DECREE, OR COURT ORDER SHALL NOT AFFECT ANY OF THE OTHER PROVISIONS OR COVENANTS HEREIN CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT ANY PORTION OF THESE COVENANTS CONFLICT WITH ANY ORDINANCE OR REGULATION PROMULGATED BY A GOVERNMENTAL AUTHORITY, THEN THE GOVERNMENTAL PROVISIONS SHALL CONTROL.

5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2028, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2028, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

5.4 AMENDMENT OR TERMINATION

ANY AND ALL OF THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT OR ALTERNATIVELY, THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF SIXTY PERCENT (60%) OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING THE TIME OF THE OWNER/DEVELOPER'S OWNERSHIP OF AT LEAST ONE (1) LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

5.5 SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS ____ DAY OF _____, 2021.

INTEGRITY DEVELOPMENT GROUP, LLC
an OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEITH JONES, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED KEITH JONES TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, R. WADE BENNETT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2021.



BY: _____
R. WADE BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1556

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2021, PERSONALLY APPEARED TO ME R. WADE BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CITY OF COWETA APPROVALS

APPROVED: APPROVED:

COWETA PLANNING COMMISSION CHAIRMAN MAYOR

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

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, DANA PATTEN, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2021 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS WYNSTONE - PHASE 2.

DANA PATTEN, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WYNSTONE - PHASE 2 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK



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Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Resolution 2021-30
Date: 11/1/21

BACKGROUND

The Oklahoma Department of Transportation ('ODOT') administers the federal program to ensure that certain bridges under the control of local governmental agencies are inspected annually. ODOT prequalifies consultants to perform the work and then provides the local agencies the opportunity to interview the consultants themselves, have ODOT make the selection, or use the same consultant chosen by the county. Because of our relationship with Wagoner County, and because we have several roadways under common maintenance it makes sense to use the same consultant to inspect regional infrastructure. The County has a qualified engineering team in-house that can interview and select a qualified consultant.

This contractual cycle is for a two-year period beginning April 2022.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 2021-30.

ATTACHMENTS

Resolution 2021-30

RESOLUTION NO. 2021-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA
SELECTING A QUALIFIED CONSULTANT TO PERFORM BRIDGE SAFETY
INSPECTIONS ON BRIDGES WITHIN COWETA'S CORPORATE LIMITS.**

WHEREAS, the Oklahoma Department of Transportation ('ODOT') administers a federally funded program to ensure that Oklahoma bridges owned by local levels of government receive annual safety inspections, and

WHEREAS, ODOT has prequalified certain consulting firms that can perform safety inspections in accordance with National Bridge Safety Standards; and

WHEREAS, the City of Coweta lies entirely within the boundaries of Wagoner County, Oklahoma and the City and the County have several roadways in common; and

WHEREAS, the staff of Wagoner County is qualified to select consultants to perform such bridge safety inspections; and

WHEREAS, there would be a public benefit for the same consultant to inspect all of the bridges within Wagoner County.

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

SECTION 1 The City of Coweta hereby requests that the Oklahoma Department of Transportation designate the same consultant selected by Wagoner County, Oklahoma to perform bridge safety inspections on bridges within the corporate limits of the City of Coweta, Oklahoma.

This Resolution is approved in open meeting by the City Council of the City of Coweta on this 1st day of November 2021.

Evette Young, Mayor

ATTEST:

APPROVED:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney



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Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman, City Manager
Re: Award of Bid
Date: 11/1/21

BACKGROUND

In September of 2021 the City of Coweta issued a solicitation for bids related to the upgrades to the sanitary sewer lift station located at Highway 51 and 321st E Avenue and sewer collection system. These upgrades are necessitated by the planned construction of a new campus for the Indian Capital Technology Center (ICTC) to be located on the south side of Highway 51 near 321st E Avenue.

Bids from three qualified contractors were received and opened on September 29th, 2021. The bids received were significantly higher than the engineering estimate, due mostly to the current operating environment in the construction industry. After the bid opening, ICTC presented plans to the city engineer that allowed for a reduction in the amount of sanitary sewer collection line that the project would require. As a result, the bid from the apparent lowest responsible bidder, Stronghand, LLC, was reduced to account for the reduction in scope.

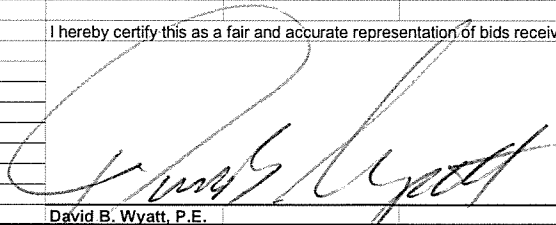
This project is partially funded by a \$215,000 grant from the Economic Development Administration (EDA) with the project balance of the approximately \$512,000 project coming from local sources.

STAFF RECOMMENDATION

Staff recommends awarding the bid for the Gravity Sewer and Lift Station Improvements to Stronghand, LLC in the amount of \$414,736.49 .

ATTACHMENTS

Gravity Sewer and Lift Station Improvements Bid Tabulation

City of Coweta and the Coweta Public Works Authority												
Gravity Sewer & Lift Station Improvements												
Bid on September 29th @ 2:00 pm												
				Stronghand LLC		Circle B Underground		G&P Utilities		Stronghand LLC		
ITEM NO.	DESCRIPTION	QUANT	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	REVISED QTY	UNIT PRICE	TOTAL PRICE
BASE BID												
1	8" Sanitary Sewer (SDR 35 PVC)	1,830	L.F.	\$50.93	\$93,201.90	\$68.43	\$125,226.90	\$109.00	\$199,470.00	1185.00	\$50.93	\$60,352.05
2	#12 Tracer Wire	1,830	L.F.	\$0.47	\$860.10	\$0.46	\$841.80	\$6.00	\$10,980.00	1185.00	\$0.47	\$556.95
3	4' DIA Manhole	5	EA.	\$3,362.02	\$16,810.10	\$5,294.20	\$26,471.00	\$5,200.00	\$26,000.00	4.00	\$3,362.02	\$13,448.08
4	Add'l Depth 4' DIA. Manhole	7	V.F.	\$228.65	\$1,611.98	\$682.37	\$4,810.71	\$350.00	\$2,467.50	6.20	\$228.65	\$1,417.63
5	14" Bore and Casing	90	L.F.	\$297.90	\$26,811.00	\$663.06	\$59,675.40	\$525.00	\$47,250.00	90.00	\$297.90	\$26,811.00
6	Trenching (0'-6")	1,059	L.F.	\$2.63	\$2,785.17	\$25.75	\$27,269.25	\$17.00	\$18,003.00	518.00	\$2.63	\$1,362.34
7	Trenching (6'-8")	235	L.F.	\$3.23	\$759.05	\$36.05	\$8,471.75	\$19.00	\$4,465.00	497.00	\$3.23	\$1,605.31
8	Trenching (8'-10')	221	L.F.	\$3.50	\$773.50	\$46.35	\$10,243.35	\$22.00	\$4,862.00	170.00	\$3.50	\$595.00
9	Trenching (10'-12')	74	L.F.	\$4.20	\$310.80	\$56.65	\$4,192.10	\$24.00	\$1,776.00	0.00	\$4.20	\$0.00
10	Trenching (12'-14')	38	L.F.	\$5.27	\$200.26	\$77.25	\$2,935.50	\$28.00	\$1,064.00	0.00	\$5.27	\$0.00
11	Trenching (14'-16')	65	L.F.	\$7.01	\$455.65	\$87.55	\$5,690.75	\$31.00	\$2,015.00	0.00	\$7.01	\$0.00
12	Trenching (16'-18')	65	L.F.	\$10.51	\$683.15	\$97.85	\$6,360.25	\$34.00	\$2,210.00	0.00	\$10.51	\$0.00
13	Trenching (18'-20')	16	L.F.	\$24.95	\$399.20	\$123.60	\$1,977.60	\$39.00	\$624.00	0.00	\$24.95	\$0.00
14	4" Service Connection	4	EA.	\$777.62	\$3,110.48	\$2,143.69	\$8,574.76	\$1,750.00	\$7,000.00	4.00	\$777.62	\$3,110.48
15	4" Wye & Riser	4	EA.	\$958.59	\$3,834.36	\$2,330.38	\$9,321.52	\$250.00	\$1,000.00	4.00	\$958.59	\$3,834.36
16	1" No. 57 Foundation Bedding Rock	128	TONS	\$18.01	\$2,305.28	\$46.35	\$5,932.80	\$47.00	\$6,016.00	128.00	\$18.01	\$2,305.28
17	Pipe Leakage Testing	1	L.S.	\$1,747.25	\$1,747.25	\$3,218.75	\$3,218.75	\$2,500.00	\$2,500.00	1.00	\$1,747.25	\$1,747.25
18	Pipe Deflection Testing	1	L.S.	\$1,776.73	\$1,776.73	\$3,218.75	\$3,218.75	\$2,500.00	\$2,500.00	1.00	\$1,776.73	\$1,776.73
TOTAL BASE BID					\$158,435.96		\$314,432.94		\$340,202.50			\$118,922.46
										Increase Due to Reduction of Scope		\$18,155.00
ADD ALTERNATE #1												
1	Construct lift station improvements as shown in the plans and described in the specifications with all appurtances for a fully operational system	1	L.S.	\$302,296.11	\$302,296.11	\$371,998.92	\$371,998.92	\$224,044.00	\$224,044.00		TOTAL BASE BID	\$137,077.46
TOTAL ADD ALTERNATE #1 BID					\$302,296.11		\$371,998.92		\$224,044.00			\$302,296.11
										Reduction Using City's Existing Generator		(\$24,637.08)
ADD ALTERNATE #2												
1	6" Force Main (Class 200 PVC)	5,180	L.F.	\$30.06	\$155,710.80	\$53.88	\$279,098.40	\$62.00	\$321,160.00		TOTAL ADD ALTERNATE #1 BID	\$277,659.03
2	#12 Tracer Wire	5,180	L.F.	\$0.49	\$2,538.20	\$0.46	\$2,382.80	\$6.00	\$31,080.00			
3	12" Bore and Casing	138	L.F.	\$230.70	\$31,836.60	\$534.31	\$73,734.78	\$475.00	\$65,550.00			
4	6"X90° Bend	1	EA.	\$478.02	\$478.02	\$759.63	\$759.63	\$940.00	\$940.00		Total	\$414,736.49
5	6"X45° Bend	4	EA.	\$427.86	\$1,711.44	\$727.44	\$2,909.76	\$885.00	\$3,540.00			
6	6"X11.25° Bend	1	EA.	\$452.62	\$452.62	\$721.00	\$721.00	\$872.00	\$872.00			
7	Tie into existing manhole w/ link seal	1	L.S.	\$1,904.45	\$1,904.45	\$3,347.50	\$3,347.50	\$375.00	\$375.00		*The 8" gravity sewer line scope was reduced after receiving the final untility plans for the Indian Capital Tech Center. This bid reflects the reduction based on the unit price contract.	
8	1" Sewage combination air/vacuum valve	2	EA.	\$5,602.05	\$11,204.10	\$9,009.80	\$18,019.60	\$5,275.00	\$10,550.00			
9	Anchors	6	EA.	\$135.73	\$814.38	\$759.63	\$4,557.78	\$250.00	\$1,500.00			
10	Sand Backfill	505	C.Y.	\$29.19	\$14,740.95	\$57.94	\$29,259.70	\$34.00	\$17,170.00			
11	Force main pressure and leakage testing	1	L.S.	\$1,554.99	\$1,554.99	\$3,411.88	\$3,411.88	\$5,000.00	\$5,000.00			
12	Construct lift station improvements as shown in the plans and described in the specifications with all appurtances for a fully operational system	1	L.S.	\$269,962.00	\$269,962.00	\$411,001.26	\$411,001.26	\$224,044.00	\$224,044.00			
TOTAL ADD ALTERNATE #2 BID					\$492,908.55		\$829,204.09		\$681,781.00			
TOTAL BASE & ADD ALTERNATE #1 BIDS					\$460,732.07		\$686,431.86		\$564,246.50			
TOTAL BASE & ADD ALTERNATE #2 BIDS					\$651,344.51		\$1,143,637.03		\$1,021,983.50			
I hereby certify this as a fair and accurate representation of bids received.												
												
David B. Wyatt, P.E.												



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Supplemental Appropriations for Capital Improvement Fund

Date: November 1, 2021

BACKGROUND

The City has received various grants and donations that require appropriation including:

- \$50 donation from a citizen for the Police Department.
- \$3,125 donation from Arvest Foundation to the Fire Department for equipment.
- \$1,752,142 in federal funds through the American Recovery Plan Act. Approved uses of these funds includes sewer and water projects. The City has received half of the funds totaling \$876,071. This amount is being appropriated for projects yet to be identified. The remaining expenditure amount will be appropriated at a future date.
- \$215,000 EDA Grant for the ICTC Gravity Sewer and Lift Station Improvements project. The total budgeted cost is \$512,661, with the City's share being \$297,661; \$55,924.05 has expended to date. The total available budget is currently \$18,846, so an additional appropriation of \$437,891 is needed. The grant revenue was appropriated in the FY22 original budget.

In addition, staff requests the addition of two new positions effective January 1, 2022:

- Full-time Police Officer at a cost of \$35,794 for the second half of FY22.
- Full-time Streets Maintenance Worker at a cost of \$26,801 for the second half of FY22.

Other supplemental requests include:

- \$4,600 for uniforms and gear for the already budgeted new Firefighter position. The cost to outfit the new employee was not included in the FY22 budget.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2021-28.

Attachments:

Resolution 2021-28

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2021-28**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2022.

WHEREAS, the City of Coweta has received monies not anticipated that have not been appropriated in the budget for fiscal year 2021-2022; and

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2021-2022; and

WHEREAS, the City of Coweta, Oklahoma is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget.

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL that the following supplemental appropriations be made:

SEE ATTACHED EXHIBIT A

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 1st Day of November 2021.

ATTEST:

Evette Young, Mayor

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

**RESOLUTION 2021-28
EXHIBIT A**

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	REVENUE AMOUNT	REVENUE ACCOUNT
General Fund	01-5204.007	Minor Tools & Equip	\$50	Donation from citizen	Miscellaneous Revenue	\$0	\$50	01.04.03.80
General Fund	01-5204.009	Minor Tools & Equip	\$3,125	Donation from Arvest Foundation	Miscellaneous Revenue	\$0	\$3,125	01.04.03.80
General Fund	01-5101.007	Salaries	\$20,170	New Police Officer Jan 1	Fund Balance	\$20,170	\$0	
General Fund	01-5105.007	Holiday Pay	\$992	New Police Officer Jan 1	Fund Balance	\$992	\$0	
General Fund	01-5107.007	Medicare	\$307	New Police Officer Jan 1	Fund Balance	\$307	\$0	
General Fund	01-5108.007	Health Ins	\$6,506	New Police Officer Jan 1	Fund Balance	\$6,506	\$0	
General Fund	01-5109.007	Work Comp	\$2,250	New Police Officer Jan 1	Fund Balance	\$2,250	\$0	
General Fund	01-5110.007	Unemployment	\$150	New Police Officer Jan 1	Fund Balance	\$150	\$0	
General Fund	01-5109.007	Retirement	\$2,719	New Police Officer Jan 1	Fund Balance	\$2,719	\$0	
General Fund	01-5208.007	Uniforms	\$2,700	Uniforms/Gear New Patrolman	Fund Balance	\$2,700	\$0	
General Fund	01-5208.009	Uniforms	\$4,600	Uniforms/Gear New Firefighter	Fund Balance	\$4,600	\$0	
General Fund	01-5101.015	Salaries	\$14,812	New Streets Worker Jan 1	Fund Balance	\$14,812	\$0	
General Fund	01-5106.015	FICA Tax	\$919	New Streets Worker Jan 1	Fund Balance	\$919	\$0	
General Fund	01-5107.015	Medicare	\$215	New Streets Worker Jan 1	Fund Balance	\$215	\$0	
General Fund	01-5108.015	Health Ins	\$6,506	New Streets Worker Jan 1	Fund Balance	\$6,506	\$0	
General Fund	01-5109.015	Work Comp	\$2,560	New Streets Worker Jan 1	Fund Balance	\$2,560	\$0	
General Fund	01-5110.015	Unemployment	\$300	New Streets Worker Jan 1	Fund Balance	\$300	\$0	
General Fund	01-5109.015	Retirement	\$989	New Streets Worker Jan 1	Fund Balance	\$989	\$0	
General Fund	01-5208.015	Uniforms	\$500	New Streets Worker Jan 1	Fund Balance	\$500	\$0	
Total General Fund			\$70,370			\$67,195	\$3,175	
Capital Impr Fund	12-5411.034	Infrastructure	\$437,891	ICTC Sewer Impr/Lift Station	Fund Balance	\$437,891	\$0	
Total Grants Fund			\$437,891			\$437,891	\$0	
Grants Fund	20-5411.034	Infrastructure	\$876,071	Sewer Improvements	Federal ARPA Grant	\$0	\$1,752,142	12.04.03.24
Total Grants Fund			\$876,071			\$0	\$1,752,142	
TOTAL ALL GOVERNMENTAL FUNDS			\$1,384,332			\$505,086	\$1,755,317	

DATE APPROVED BY CITY COUNCIL: _____
CITY MANAGER: _____