



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, DECEMBER 6, 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. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON NOVEMBER 1, 2021. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[121101 MINUTES OF THE REGULAR CITY COUNCIL MEETING.PDF](#)

VI. OLD BUSINESS

1. ORDINANCE 851 - PUD-02 AMENDMENT

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE NO. 851, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA CREATING A PLANNED UNIT DEVELOPMENT OVERLAY (PUD-02) AMENDMENT FOR A TRACT OF LAND CONSISTING OF APPROXIMATELY 64.84 ACRES, MORE OR LESS, LOCATED NORTH AND WEST OF THE INTERSECTION OF 121ST STREET SOUTH AND STATE HIGHWAY 51, IN SECTION 35, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA AS MORE PARTICULARLY HEREINAFTER DESCRIBED, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

(THE APPLICANT HAS REQUESTED A CONTINUANCE TO THE FEBRUARY 7, 2022 CITY COUNCIL MEETING AND CITY STAFF SUPPORTS THAT REQUEST)

2. AWARD OF BID

DISCUSSION AND POSSIBLE ACTION ON THE AWARD OF A BID TO MAGNUM CONSTRUCTION, INC. IN THE AMOUNT OF \$213,950.00 RELATED TO THE PHASE I IMPROVEMENTS AT ROLAND PARK. (MARK SEIBOLD, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[211106 STAFF REPORT ROLAND PARK .PDF](#)
[211013-COWETA ROLAND PARK BID PACKAGE.PDF](#)
[211109 ADDENDUM NO 3 ROLAND PARK PHASE ONE IMPROVEMENTS_1.PDF](#)
[211110 BID TABULATION ROLAND PARK PH 1.PDF](#)

3. ORDINANCE 850 - CAPITAL IMPROVEMENTS TAX

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 850, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA THAT: (A) LEVIES AND ASSESSES A ONE PERCENT (1%) SALES TAX ON THE GROSS RECEIPTS OF PROCEEDS ON TAXABLE SALES OF GOODS AND SERVICES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF COWETA, OKLAHOMA IN ADDITION TO ALL PRESENT SALES TAXES UPON SUCH GROSS RECEIPTS OR PROCEEDS FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS PERTAINING TO ROAD AND STREET IMPROVEMENTS, WATER AND WASTEWATER SYSTEM IMPROVEMENTS, STORM SEWER IMPROVEMENTS, ACQUISITION OF PARKS MAINTENANCE EQUIPMENT, IMPROVEMENTS TO PUBLIC PARKS LANDS AND FACILITIES, IMPROVEMENTS TO PUBLIC SAFETY FACILITIES, AND ACQUISITION OF PUBLIC SAFETY VEHICLES AND EQUIPMENT, ALL WITHIN SAID THE CITY OF COWETA, OKLAHOMA AND/OR TO BE APPLIED OR PLEDGED TOWARD THE PAYMENT OF PRINCIPAL AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY

OR ON BEHALF OF THE CITY OF COWETA, OKLAHOMA FOR SUCH PURPOSES; (B) PROVIDES FOR SUCH SALES TAX TO BEGIN JULY 1, 2022; (C) PROVIDES FOR THE DURATION OF SUCH SALES TAX TO BE PERMANENT; (D) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH SALES TAX AND PENALTIES FOR THE FAILURE TO DO SO; AND (E) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY AND LAWFUL FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF THIS ORDINANCE. (ROGER KOLMAN, CITY MANAGER)

Documents:

[211206 ORDINANCE 850 SPECIAL ELECTION.PDF](#)

4. RESOLUTION 2021-31 SPECIAL ELECTION
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-31, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA AUTHORIZING AND DIRECTING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF COWETA, OKLAHOMA FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF COWETA, OKLAHOMA THE QUESTION OF WHETHER ORDINANCE NO. 850 LEVYING A SALES TAX OF ONE PERCENT (1%) FOR CAPITAL IMPROVEMENTS FOR THE CITY OF COWETA, OKLAHOMA SHALL BE APPROVED. (ROGER KOLMAN, CITY MANAGER)

Documents:

[211206 RESOLUTION 2021-31 SPECIAL ELECTION.PDF](#)

5. ORDINANCE 852 - FIREWORKS
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 852, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA RELATING TO PART 10, OFFENSES, CHAPTER 3 OFFENSES AGAINST PEACE, OF THE CODE OF ORDINANCES OF THE CITY OF COWETA, OKLAHOMA, SPECIFICALLY REPEALING ALL EXISTING PROVISIONS OF PART 10, CHAPTER 3, SECTION 10-303 FIREWORKS RESTRICTED, ADOPTING NEW PROVISIONS PERTAINING TO FIREWORKS RESTRICTED, PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY. (ROGER KOLMAN, CITY MANAGER)

Documents:

[211206 STAFF REPORT ORDINANCE 852.PDF](#)

[211206 ORDINANCE 852 AMENDMENT OF FIREWORKS ORDINANCE.PDF](#)

6. DECLARATION OF AN EMERGENCY ORDINANCE 852
DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY

REGARDING ORDINANCE NO. 852 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

7. PFPI AGREEMENT

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A PRIVATELY FUNDED PUBLIC IMPROVEMENTS AGREEMENT WITH TULSA L. DEV., LLC PERTAINING TO THE CONSTRUCTION OF CERTAIN REGIONAL INFRASTRUCTURE RELATED TO THE COWETA SANITARY SEWER SYSTEM. (ROGER KOLMAN, CITY MANAGER)

Documents:

[211206 STAFF REPORT PFPI.PDF](#)
[211206 PFPI AGREEMENT SANITARY SEWER LINE.PDF](#)
[211206 DRAINAGE BASIN.PDF](#)

8. RESOLUTION 2021-33 COMMUNITY DEVELOPMENT BLOCK GRANT 18229 CDBG 21

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO THE CITY OF COWETA'S COMMUNITY DEVELOPMENT BLOCK GRANT (18229 CDBG 21) FOR WATER SYSTEM IMPROVEMENTS. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[211206 STAFF REPORT RESOLUTION 2021-33.PDF](#)
[211206 RESOLUTION 2021-33.PDF](#)

9. INCOG CONTRACT FOR CDBG GRANT ADMINISTRATION

DISCUSSION AND POSSIBLE ACTION TO APPROVE A CONTRACT WITH INCOG IN THE AMOUNT OF \$22,000 FOR THE ADMINISTRATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT (18229 CDBG 21). (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

[211206 STAFF REPORT ADMINISTRATIVE SERVICES CONTRACT.PDF](#)
[CDBG ADMIN AGREEMENT.PDF](#)

10. RESOLUTION 2021-32 REGARDING BUDGET AMENDMENTS FY 21-22

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2021-32, 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:

[211206 STAFF REPORT RESOLUTION 2021-32.PDF](#)

[211206-SUPPLEMENTALS RESO 2021-32 GF CIF AND GRANTS FUND.PDF](#)

11. MEMORANDUM OF UNDERSTANDING

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH WAGONER COUNTY PERTAINING TO THE LICENSING OF A MOBILE COMPUTER AIDED DISPATCH SYSTEM FROM GEOSAFE. (MIKE BELL, POLICE CHIEF)

Documents:

[STAFF REPORT FOR MOU WITH WAGONER NOV 2021.PDF](#)

[211206 MOU GEOSAFE.PDF](#)

12. STREET PROJECT

DISCUSSION AND POSSIBLE TO APPROVE A PROPOSAL FOR A ROAD REPAIR PROJECT ON S 267TH E AVENUE BY DUNHAM'S ASPHALT SERVICES, INC. IN THE AMOUNT OF \$21,000.00. (WES RICHTER, PUBLIC WORKS DIRECTOR)

Documents:

[211206 STAFF REPORT S 267TH E AVENUE PROJECT.PDF](#)

[211206 PROJECT PROPOSAL S 267TH E AVE.PDF](#)

[211206 267TH STREET REPAIR TIMBER RIDGE \(002\).PDF](#)

VII. NEW BUSINESS

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

VIII. ADJOURNMENT

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 1, 2021 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, November 1, 2021 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

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

COUNCILMEMBERS ABSENT: None.

I. CALL TO ORDER

The meeting was called to order by Mayor Young.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Young recognized City staff for their effort in maintaining good traffic control during the Trunk or Treat event. City Manager Roger Kolman announced the 141st street project would begin soon, weather permitting.

V. CONSENT

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

1. Quarterly Review of Coweta's 911 System for the quarter ending September 30, 2021.
2. Minutes of the Coweta City Council Regular Meeting held on October 4, 2021.
3. Mutual Aid agreement with the City of Broken Arrow pertaining to building inspection services.
4. Declaration of a surplus for two sand spreaders and three brush hogs and authorized the City Manager to dispose of accordingly.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 1, 2021 6:00 P.M.**

VI. Presentation

1. Awards to Coweta Firefighters and Police Officers

Police Chief Mike Bell and Fire Chief Jerry Burtner presented general commendations and lifesaving awards to Fire Captain Jeff Beller; Fire Lieutenant Shane Dorris; Firefighter/Paramedic William Phillips; Firefighter Brian Bell; Firefighter Mark Milstead; Police Sergeant Bobby Pickett; and Police Officer Dalton Wilkinson. Deputy Police Chief Ron Peterson was also recognized for his quick actions taken during a recent natural gas leak at a local business.

VII. Old Business

1. Final Plat Wynstone – Phase II

Roger Kolman discussed Phase II of the Wynstone subdivision located at the corner of East 111th Street South and South 273rd East Avenue, with 132 lots to be added. The Planning Commission recommended approval of the final plat at its October 18, 2021 meeting.

Motion by Harold Chance, second by Randy Woodward to approve the Wynstone Phase II final plat.

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

2. Resolution 2021-30 Bridge Safety Inspections

Roger Kolman discussed the program for bridge inspections that begins in April 2022. It was recommended that City use the same inspector as the County since they have staff qualified to review the available consultants.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2021-30, a resolution of the City Council of the City of Coweta, Oklahoma selecting a qualified consultant to perform bridge safety inspection in bridges within Coweta's corporate limits.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 1, 2021 6:00 P.M.**

3. Award of Bid

Roger Kolman presented bids results for the ICTC Gravity Sewer and Lift Station Improvements project. The lowest bidder was Stronghand, LLC.

Motion by Harold Chance, second by Randy Woodward to award a bid to Stronghold, 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.

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

4. Resolution 2021-28 Regarding Budget Amendments FY21-22

Julie Casteen, Assistant City Manager, presented information on proposed budget amendments.

Motion by Harold Chance, second by Randy Woodward to adopt 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.

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

VIII. NEW BUSINESS

1. 121st Street Bridge Repair Bids

Roger Kolman discussed the issues encountered with obtaining bids for the repairs to the 121st Street bridge but announced that a written bid was received on November 1, and a second bid is expected to follow shortly, with a 30-day timetable to complete the repairs.

Motion by Randy Woodward, second by Harold Chance to direct the City Manager to accept written bids from Core Construction and LD Kerns Contractors for necessary repairs to the bridge on 121st Street and to enter into a contract for said repairs with the lowest responsible bidder.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 1, 2021 6:00 P.M.**

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

2. Resolution 2021-29 Regarding Budget Amendments FY21-22

Julie Casteen presented information on a proposed budget amendment for the 121st Street bridge repair project.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2021-29, 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.

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

Motion by Mayor Young, second by Logan Brown to recess the City Council meeting at 6:26 p.m.

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

Return from recess at 6:28 p.m.

IX. EXECUTIVE SESSION

1. Discussion

Motion by Evette Young, second by Randy Woodward to enter into Executive Session at 6:28 p.m. in accordance with 25 O.S. §307.B.4. 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 No. 844.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
NOVEMBER 1, 2021 6:00 P.M.**

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

Mayor Young called the meeting back into open session at 7:32 p.m.

2. Possible Action

Motion by Evette Young, second by Harold Chance to instruct staff to cease efforts in the implementation of Ordinance No 844 and Ordinance No 849, and to notify the Oklahoma Tax Commission to keep the tax rate unchanged.

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

X. ADJOURNMENT

Mayor Young adjourned the meeting at 7:34 p.m.

Evette Young, Mayor

Julie Casteen, City Clerk



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Memorandum

To: Honorable Mayor, Members of the City Council/Board of Trustees
From: Mark Seibold, Community Development Director
Re: Roland Park Phase I Bid
Date: 12/1/21

BACKGROUND

Roland Park Phase I bids were received and opened at 10:00 am November 10th. The successful bidder was Magnum Construction Inc. of Broken Arrow. The attachments show a total bid of \$224,271.86. Improvements contained within the bid include; Stormwater improvements to reduce standing water and correct pavement issues, paving for trails and pedestrian bridges over channels, repaving and restriping basketball court to improve drainage and adjust height of basketball goals to new paving grade, site lighting and signage. Additional site grading and drainage will be necessary to support the improvements listed above. Work is expected to begin in January 2022.

STAFF RECOMMENDATION

Staff recommends approval of the Bid from Magnum Construction Inc.

ATTACHMENTS

Bid Tabulation Form
Addendum No. 3 Roland Park Phase One Improvements
Coweta Roland Park Bid Package
Magnum Construction Insurance Form

NOTICE TO BIDDERS
SEALED BIDS FOR:
Roland Park Phase One Improvements

Notice is hereby given that sealed bids for **ROLAND PARK PHASE ONE IMPROVEMENTS** will be received by the **CITY OF COWETA** at the office of the City Clerk, 310 South Broadway, Coweta OK, or mailed to PO Box 850, Coweta, OK 74429, until **10:00 a.m. local time, November 10th, 2021**, and then publicly opened at the City Hall Council Chambers and read aloud.

Roland Park Phase One Improvements calls for furnishing all tools, material, and labor, and performing the work necessary to be done in the construction of the following:

- **Grading and Drainage Improvements** – Alleviate standing water and drainage issues.
- **Repaving and Striping of Basketball court** – New asphalt surface on existing court.
- **Trails and Pedestrian Bridge** – Phase One trails and prefabricated steel bridge.
- **Site Lighting** – Safety and security lighting.

The work shall be completed within one hundred eighty (180) calendar days after the authorized starting date. Liquidated damages are established at \$100.00 per day.

An online Pre-Bid Conference is scheduled for Wednesday October 20th 2021 at 10am. To register for this virtual Pre-Bid Conference please email mseibold@cityofcoweta-ok.gov before close of business Tuesday October 19th, 2021. Questions and responses will be posted to the City of Coweta website by close of business Wednesday October 27th. Engineering Plans are available at <https://www.cityofcoweta-ok.gov/Bids.aspx>

All bids shall be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty.

The City of Coweta reserves the right to accept all items for completion, select and split items depending upon cost, or reject all bids.

The following bonds will be required from the bidders:

- Performance bond to the Full Amount of the Contract Price.
- Statutory Public Works Bond for payment of all labor and materials used in the construction of such improvements in the Full Amount of the Contract Price.
- One (1) year Maintenance Bond to the Full Amount of the Contract Price.

The bidder must supply all the information required by the bid date on proposal form including completion of the Bidders Certifications and affidavits. Failure to include this information will render the bid incomplete and therefore rejected. Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the sites. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be completed. Information obtained from an officer, agent, or employee of the City of Coweta or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions or the contract. The City of Coweta reserves the right to reject any and all bids and to waive informalities in any bid.

Bid instructions may be obtained at the office of Coweta City Clerk located at 310 S. Broadway, Coweta, OK, or on the City of Coweta website at www.cityofcoweta-ok.gov.

Dated at Coweta, Oklahoma, on this October 13, 2021.

/s/ Julie Casteen, City Clerk

DRAWING FILE NAME AND LOCATION: C:\18450600_CowetaRoad\INFRASTRUCTURE\CIVIL\DWG\COVERSHEET.dwg LAYOUT TAB: COVER SHEET
LAST SAVED BY BTJ20 2/17/2020 8:17:59 AM
PLOTTED BY BO TUMIREBE (ONLY VALID ON HARD COPY)

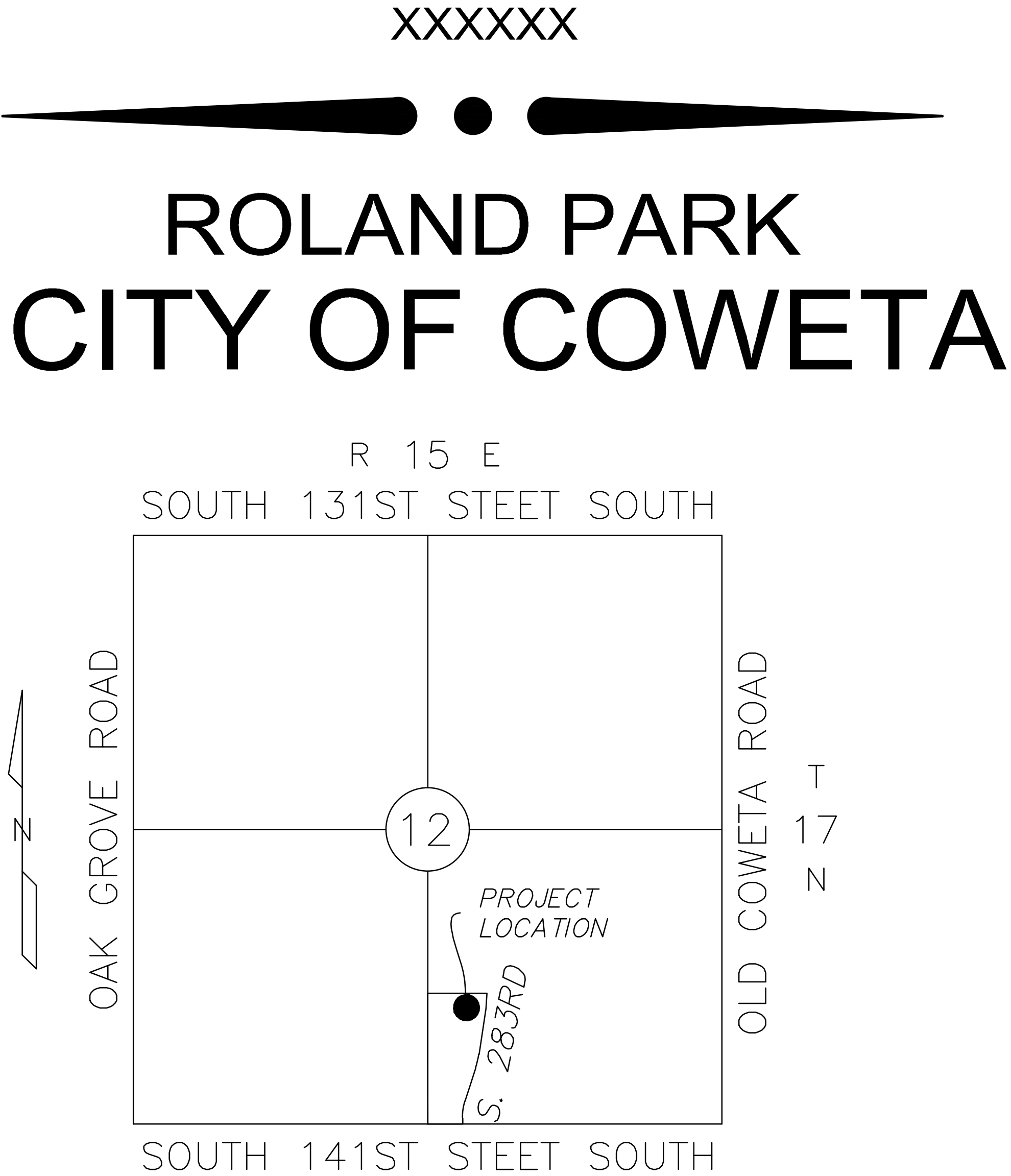
LEGEND (EXISTING)	
SYMBOLS	LINEWORK
	FOUND IRON PIN
	LIGHT POLE
	POWER POLE
	TELEPHONE PEDESTAL
	TV PEDESTAL
	MANHOLE
	SANITARY SEWER CLEANOUT
	GAS METER
	GAS VALVE
	STORM SEWER PIPE
	DOWN GUY
	WATER VALVE
	FIRE HYDRANT ASSEMBLY
	AIR RELEASE VALVE
	FIRE DEPARTMENT CONNECTION
	WATER METER
	SPRINKLER HEAD
	ELECTRIC PEDESTAL
	GRATED INLET
	DROP INLET
	TREE
	TREE TO BE REMOVED
	EASEMENT
	CURB
	INTERMEDIATE CONTOUR
	INDEX CONTOUR
	SANITARY SEWER LINE
	GAS LINE
	WATER LINE (SPECIFY SIZE & TYPE)
	UNDERGROUND TELEPHONE
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	UNDERGROUND TELEVISION
	OVERHEAD TELEVISION
	CHAIN LINK FENCE
	WOOD FENCE
	BARBED WIRE FENCE
	FIBER OPTIC
	RIGHT OF WAY
	ROAD CENTERLINE

LEGEND (PROPOSED)	
SYMBOLS	LINEWORK
	SET IRON PIN
	LIGHT POLE
	POWER POLE
	TELEPHONE PEDESTAL
	TV PEDESTAL
	MANHOLE
	SANITARY SEWER CLEANOUT
	GAS METER
	GAS VALVE
	STORM SEWER PIPE
	STRUCTURE NUMBER
	WATER VALVE
	FIRE HYDRANT ASSEMBLY
	AIR RELEASE VALVE
	FIRE DEPARTMENT CONNECTION
	WATER METER
	BACK FLOW PREVENTER
	REDUCER
	PLUG VALVE
	GRATED INLET
	DROP INLET
	EASEMENT
	CURB
	INTERMEDIATE CONTOUR
	INDEX CONTOUR
	SANITARY SEWER LINE
	GAS LINE
	WATER LINE
	UNDERGROUND TELEPHONE
	UNDERGROUND ELECTRIC
	OVERHEAD ELECTRIC
	FIBER OPTIC
	UNDERGROUND TELEVISION
	OVERHEAD TELEVISION
	CHAIN LINK FENCE
	WOOD FENCE
	BARBED WIRE FENCE
	BUILDING SET BACK
	RIGHT OF WAY
	PROPERTY LINE
	ROAD CENTERLINE

PROJECT INFORMATION

SITE ENGINEER: CRAFTON, TULL & ASSOCIATES .INC
MICHAEL WILLIAMS
201W. 5TH STREET, SUITE 302.
TULSA, OK 74103
(405)–787–6276

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



LOCATION MAP

COVER SHEET; GENERAL NOTES

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

Sheet List Table

SHEET NUMBER	SHEET TITLE
C-001	COVER SHEET
C-002	SURVEY SHEET (BY OTHERS)
C-003	QUANTITIES SHEET
C-004	TYPICAL CROSS SECTION SHEET
C-101	DEMOLITION PLAN – NORTH
C-102	DEMOLITION PLAN – SOUTH
C-103	OVERALL SITE PLAN
C-104	SITE PLAN – NORTH
C-105	SITE PLAN – SOUTH
C-106	GRADING PLAN – NORTH
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C-108	UTILITY PLAN
C-109	DETAIL SHEET
C-201	P&P WATERLINE 1 SHEET
C-202	P&P WATERLINE 2 SHEET
C-203	P&P SANITARY SEWER LINE A
C-204	EROSION CONTROL PRE-DEVELOPED
C-205	EROSION CONTROL PRE-DEVELOPED SOUTH
C-206	EROSION CONTROL POST-DEVELOPED
C-207	EROSION CONTROL POST-DEVELOPED SOUTH
C-208	ERIOSION DETAIL SHEET

CITY OF COWETA STANDARDS

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

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



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

PREPARED BY:

MICHAEL WILLIAMS P.E.
CRAFTON TULL

DATE

APPROVED BY:

CITY ENGINEER
ADVERTISEMENT DATE:

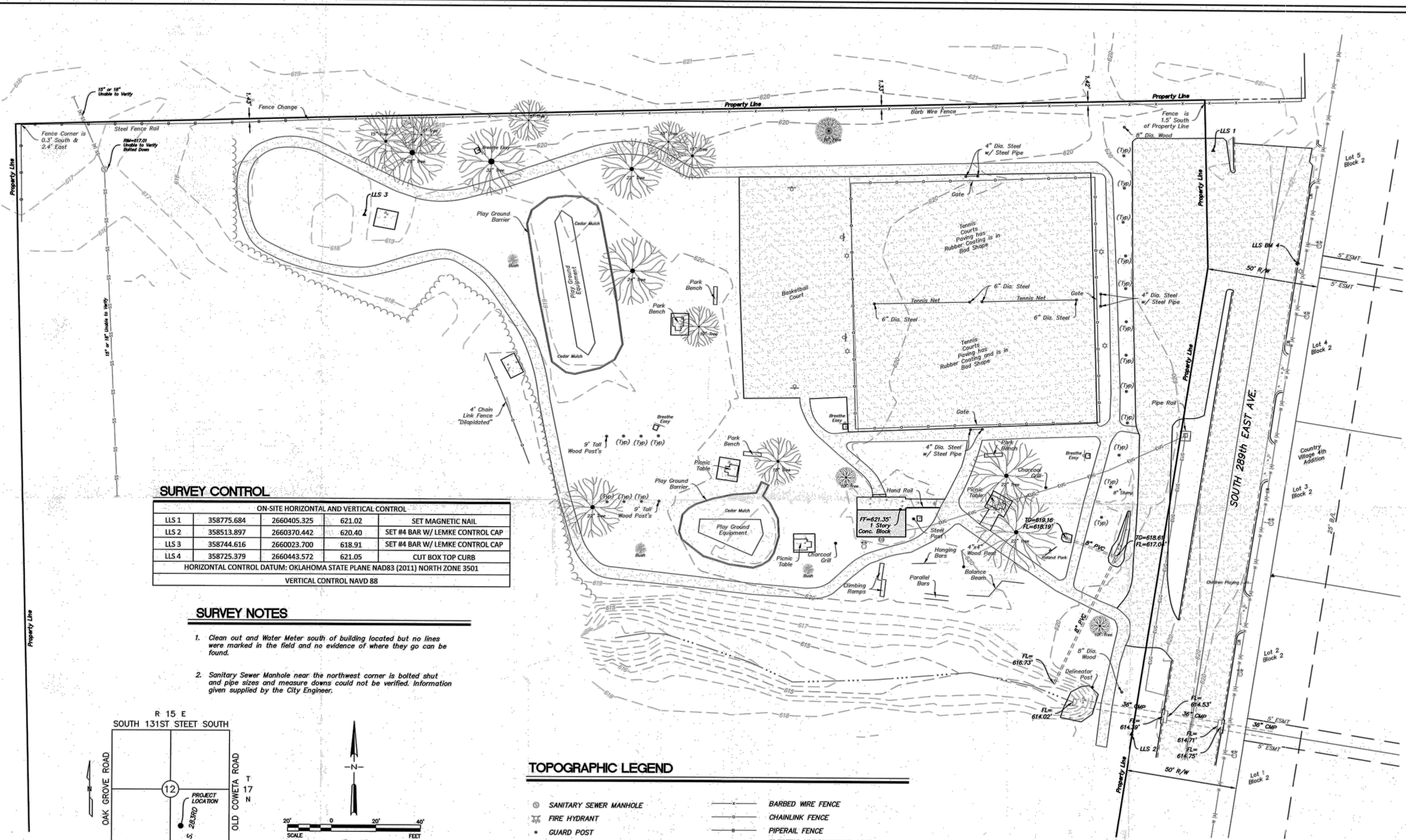
DATE



CERTIFICATE OF AUTHORIZATION:
CA 973 (PELS) EXPIRES 4/30/2020

201 W. 5TH STREET, SUITE 302
TULSA, OKLAHOMA 74103

918.584.0347 | 918.584.3783 f
www.craftontull.com

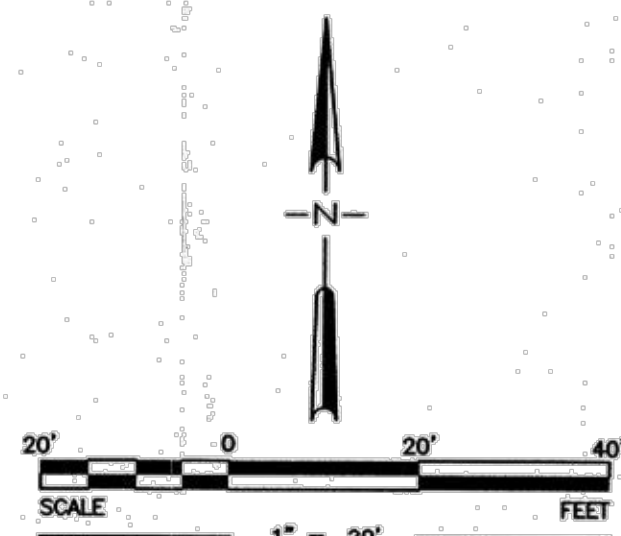
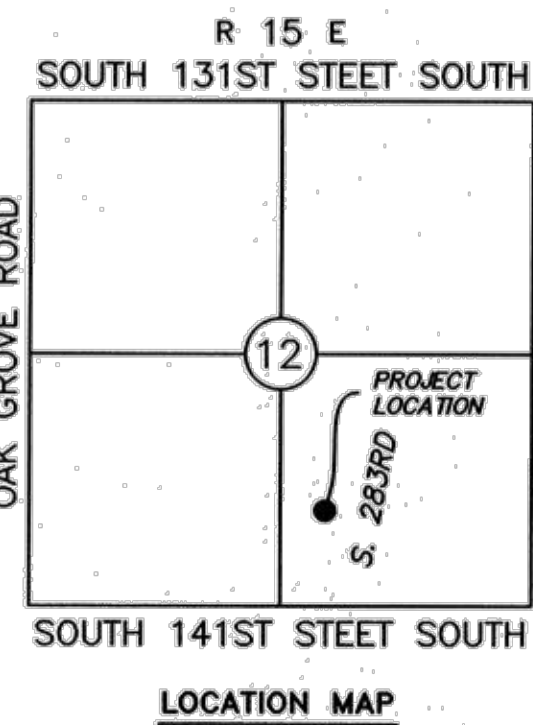


SURVEY CONTROL

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

SURVEY NOTES

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



TOPOGRAPHIC LEGEND

⊙	SANITARY SEWER MANHOLE	—X—	BARBED WIRE FENCE
⊙	FIRE HYDRANT	—O—	CHAINLINK FENCE
•	GUARD POST	—B—	PIPERAIL FENCE
⊙	LIGHT POLE	—EUC—	ELECTRIC UNDERGROUND LINE
⊙	SANITARY SEWER CLEANOUT	—SS (A)—	SANITARY SEWER LINE (ATLAS)
⊙	ELECTRIC RISER	—SD—	STORM DRAIN LINE
⊙	SIGN	—W (A)—	WATER LINE (ATLAS)
⊙	WATER METER	—SIB—	GROUND SURFACE CONTOUR
⊙	MAILBOX	—	CURB AND GUTTER
⊙	BASKETBALL GOAL	—	SURFACE DRAINAGE FLOWLINE
⊙	ELECTRIC METER	—	TREE DRIP LINE
⊙	WATER VALVE BOX	—	SHRUB LINE
		—X 1123.5—	SPOT ELEVATION
		—	CONCRETE
		—	ASPHALT

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

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

811 Ticket number 18101717463411 Dated 10-17-2018

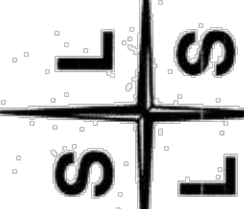
Notified PSO ~ City of Coweta ~ Windstream OK ~ ONG East OK ~ COX Communications Tulsa



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

Surveyor's signature is not shown, the plan is a copy and is assumed to contain no alterations. The seal contained on this plan shall not apply to any

LEMKE LAND SURVEYING, LLC



Project	Drawn By	Approved By	Date	Scale	Project No.
	RUR	CDC	10-25-2018	1" = 20'	18169

Surveyed By	UL / ER
	RUR

TOPOGRAPHIC SURVEY ROLAND PARK	PART OF THE SE/4 SECTION 12 T-17-N R-15-E CITY OF COWETA	CRAFTON TULL 201 WEST 5TH STREET, SUITE 302 TULSA, OKLAHOMA, 74103
-----------------------------------	---	---

Sheet Number
C-002

3228 BART CORNER DRIVE, NORMAN, OK 73072
PH: (405)366-8541 FAX: (405)366-8540
http://www.lemke-llc.com

ITEM

	ITEM	QUANTITY	UNIT
1	4" CONCRETE SIDEWALK WITH 4" AGGREGATE BASE	216	SY
2	ALTERNATE A-4" CONCRETE SIDEWALK WITH 4" AGGREGATE BASE	124	SY
3	ALTERNATE B-4" CONCRETE SIDEWALK WITH 4" AGGREGATE BASE	724	SY
4	SIDEWALK RAMP WITH TACTILE WARNING DEVICE	4	EA
5	FURNISH AND INSTALL 30'X5' PEDESTRIAN BRIDGE (MANUFACTURED BY BRIDGE BROTHERS)	2	EA
6	ASPHALT PAVEMENT INSTALLED	87	TON
7	TACK COAT	85	GAL
8	REMOVE AND RESET BASKETBALL POLE(S)	2	EA
9	FURNISH AND INSTALL BASKETBALL BACKBOARD, RIM AND NET	2	EA
10	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS
11	15" HDPE PIPE	162	LF
12	15" RCP FES	5	EA
13	15"X15" NYLOPLAST GRATED INLET	1	EA
14	6" BARRIER CURB	329	LF
15	SAWCUT ASPHALT	33	LF
16	REMOVE ASPHALT PAVEMENT	1783	SY
17	REMOVE CONCRETE SIDEWALK	270	SY
18	REMOVE CONCRETE CURB	29	LF
19	ADA PARKING SIGN AND POST	2	EA
20	PLAYGROUND MULCH	30	CY
21	BASKETBALL COURT STRIPING	660	LF

ITEM

	ITEM	QUANTITY	UNIT
201	6" SANITARY SEWER PIPE	37.20	LF
202	8" SANITARY SEWER PIPE	390.5	LF
203	4' DIAMETER MANHOLE	2	EA

ITEM

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

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

ITEM	QUAN
------	------

	ITEM	QUANTITY	UNIT
301	SODDING	150	SY
302	CONSTRUCTION ENTRANCE	1	LS
303	SITE FENCE	400	EA

PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P.E.
CHECKED BY:



QUANTITIES SHEET

C 003

C-003

CITY OF COWETA, OK 74429

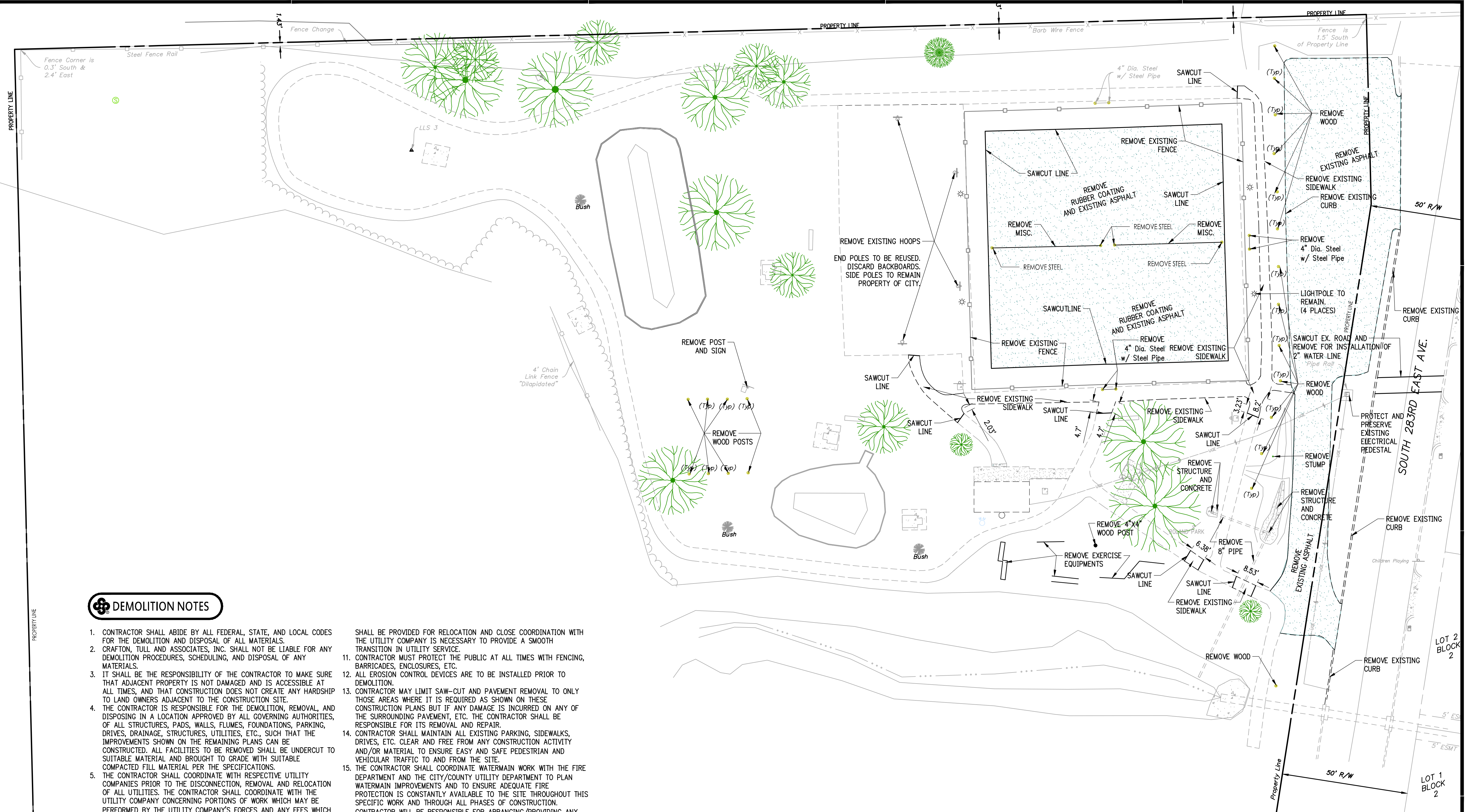
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PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P.E.
CHECKED BY:



DEMOLITION PLAN - NORTH

C-101


DEMOLITION NOTES

1. CONTRACTOR SHALL ABIDE BY ALL FEDERAL, STATE, AND LOCAL CODES FOR THE DEMOLITION AND DISPOSAL OF ALL MATERIALS.
2. CRAFTON, TULL AND ASSOCIATES, INC. SHALL NOT BE LIABLE FOR ANY DEMOLITION PROCEDURES, SCHEDULING, AND DISPOSAL OF ANY MATERIALS.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SURE THAT ADJACENT PROPERTY IS NOT DAMAGED AND IS ACCESSIBLE AT ALL TIMES, AND THAT CONSTRUCTION DOES NOT CREATE ANY HANDSHP TO LAND OWNERS ADJACENT TO THE CONSTRUCTION SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
5. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE DISCONNECTION, REMOVAL AND RELOCATION OF ALL UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING IRRIGATION SYSTEM IN THE AREAS OF SITE IMPROVEMENTS. THE CONTRACTOR SHALL CAP THE EXISTING IRRIGATION SYSTEM TO REMAIN SUCH THAT THE REMAINING SYSTEM SHALL CONTINUE TO FUNCTION PROPERLY.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDINGS PRIOR TO DEMOLITION OF THE BUILDINGS.
8. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES.
9. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDINGS.
10. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
11. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC.
12. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO DEMOLITION.
13. CONTRACTOR MAY LIMIT SAW-CUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
14. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
15. THE CONTRACTOR SHALL COORDINATE WATERMAIN WORK WITH THE FIRE DEPARTMENT AND THE CITY/COUNTY UTILITY DEPARTMENT TO PLAN WATERMAIN IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE TO THE SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATERMAIN SHUT-OFFS WITH THE CITY/COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATERMAIN SHUT-OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
16. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE. REPAIRS SHALL RESTORE DAMAGED ITEMS TO EQUAL OR BETTER THAN, EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING ALL EXISTING DAMAGE AND NOTIFYING CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION START.
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18. SEPTIC TANKS AND LINES SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL LAWS.
19. IF THE CONTRACTOR FINDS ANY UNDERGROUND TANKS ON SITE THEY SHALL CONTACT THE ENGINEER IMMEDIATELY.
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Tulsa, Oklahoma 74103



architecture | engineering | surveying

918.584.0347 † 918.599.0665 f
www.craftontull.com

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



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

ROLAND PARK

CITY OF COWETA, OK 74429

Key Plan

[illegible]

This document, and the ideas and designs incorporated herein as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P.
CHECKED BY:

ISSUED FOR
CONSTRUCTION

© 2019 Crafton, Tull & Associates, Inc.



DEMOLITION PLAN - SOUTH

C-102

DRAWING: G:\18450600_COWETAROLA\INFRASTRUCTURE\CIVIL\DWG\DEMOLITION PLAN.DWG
 LAYOUT: DEMOLITION PLAN - SOUTH, LAST SAVED: BT7420, 2/17/2020 10:05:02 AM
 LAST PLOTTED BY: 80 TUMURE, 2/17/2020 11:07:38 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

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

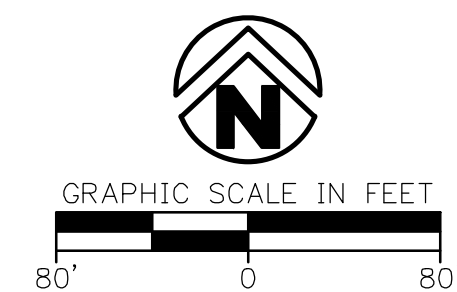
PROPOSED SIDEWALK
ALTERNATE A

PROPOSED SIDEWALK
ALTERNATE B

STANDARD ASPHALT PAVING
SEE C108 FOR DETAIL

TACTILE WARNING STRIP

100 YR FLOODPLAIN



ROLAND PARK
CITY OF COWETA, OK 74429

Key Plan

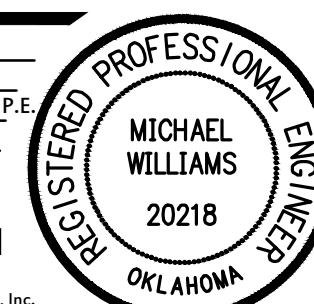
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PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P
CHECKED BY:

ISSUED FOR
CONSTRUCTION

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OVERALL SITE PLAN

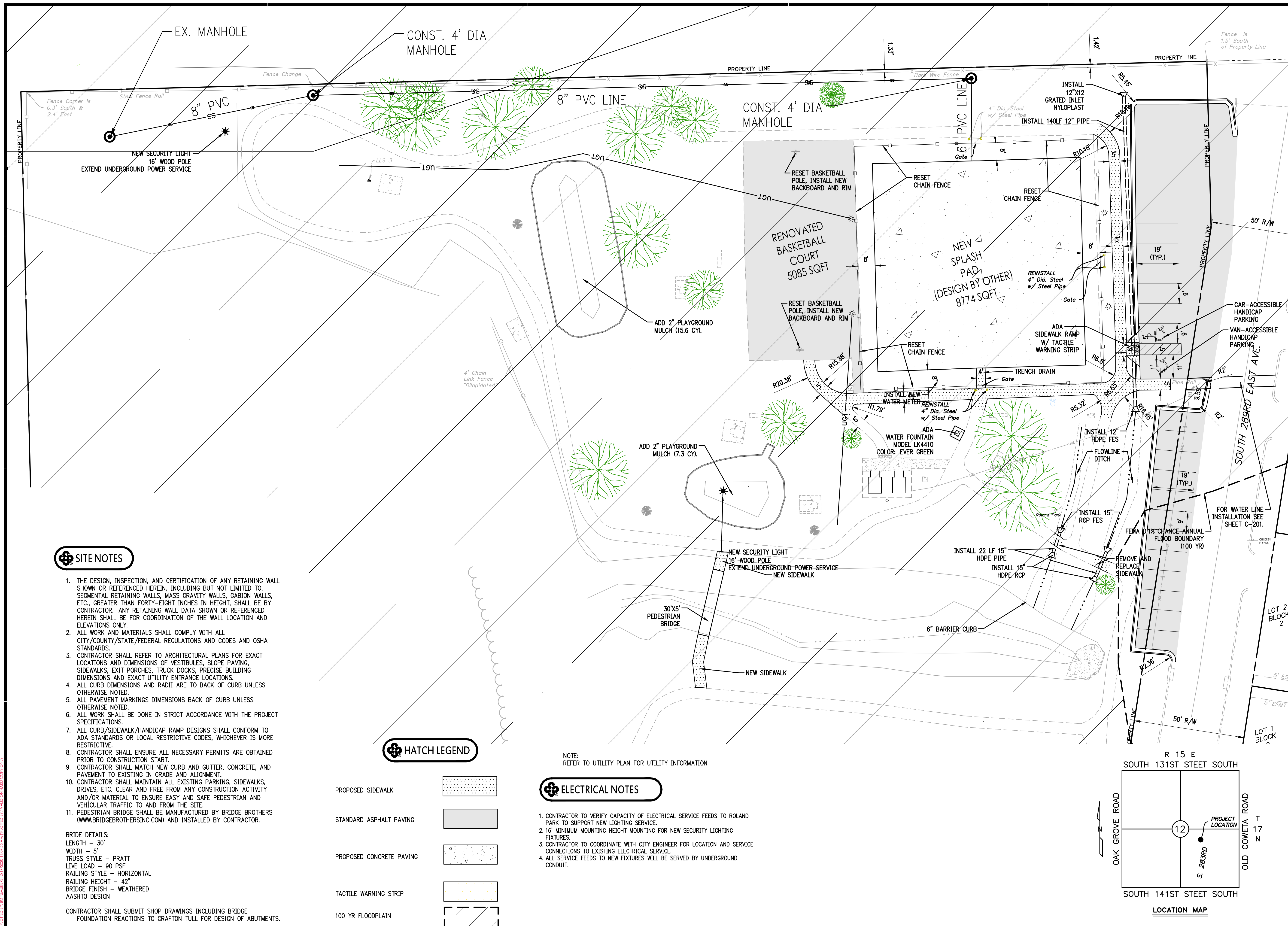
C-103

Key Plan

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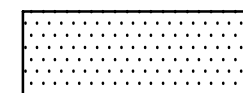
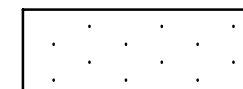
C-104



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

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

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

PROPOSED SIDEWALK
ALTERNATE APROPOSED SIDEWALK
ALTERNATE B

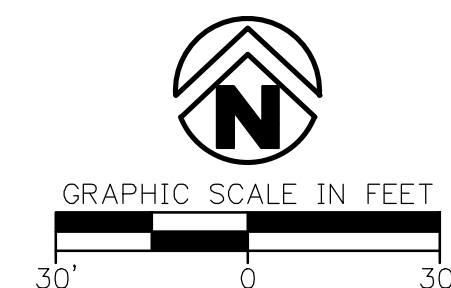
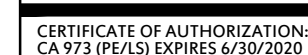
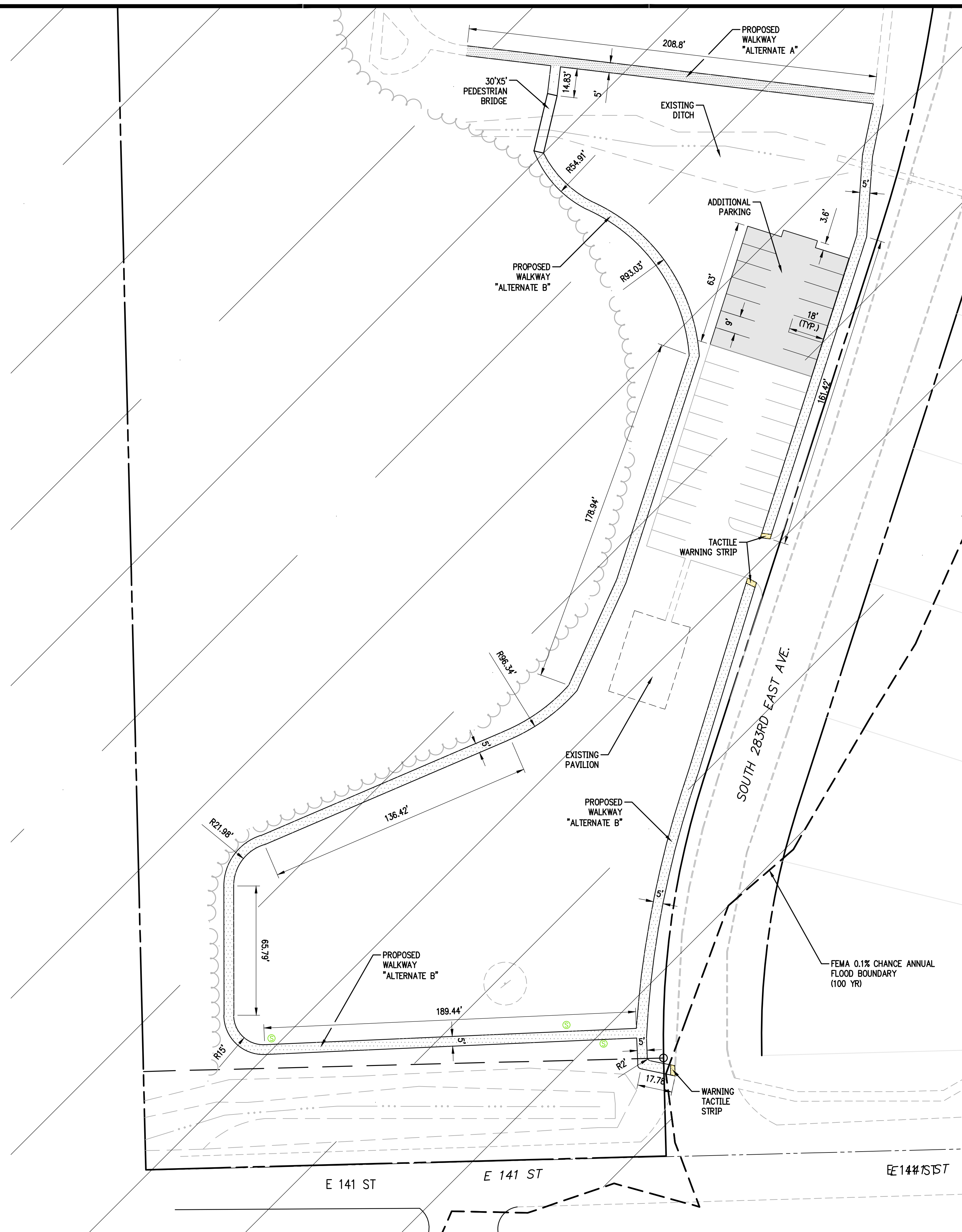
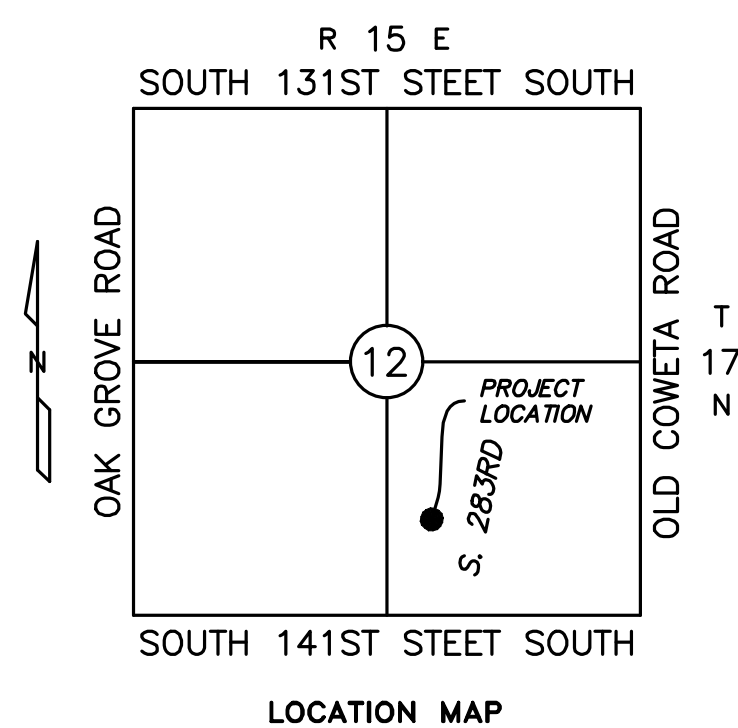
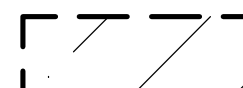
STANDARD ASPHALT PAVING
SEE C108 FOR DETAIL



TACTILE WARNING STRIP



100 YR FLOODPLAIN



ROLAND PARK
CITY OF COWETA, OK 74429

Key Plan

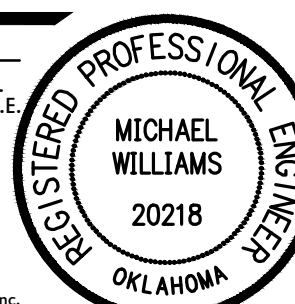
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PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P.E.
CHECKED BY:

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CONSTRUCTION

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SITE PLAN - SOUTH

C-105

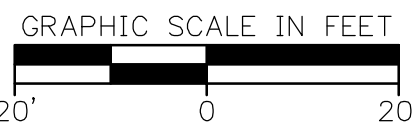
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201 W. 5th Street, Suite 302
Tulsa, Oklahoma 74103

 **Crafton Tull**
architecture | engineering | surveying

918.584.0347 | 918.599.0665 f
www.craftontull.com

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



ROLAND PARK
CITY OF COWETA, OK 74429

Key Plan

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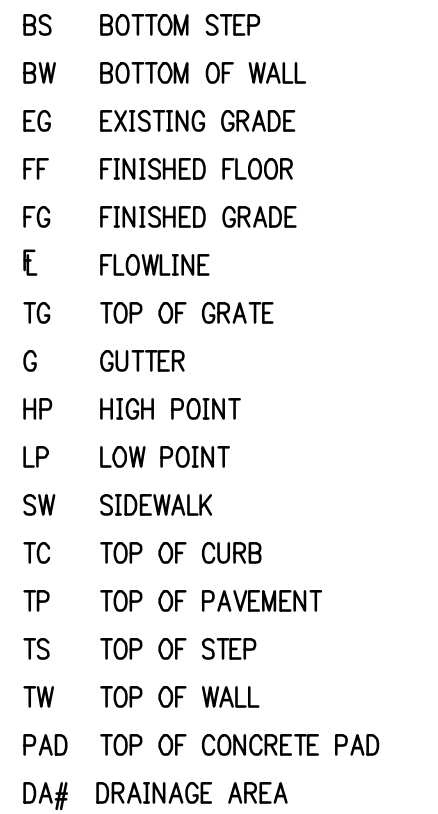
PROJECT NO: 18450600
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GRADING PLAN - NORTH

C-106

 0.1% ANNUAL FLOOD CHANCE

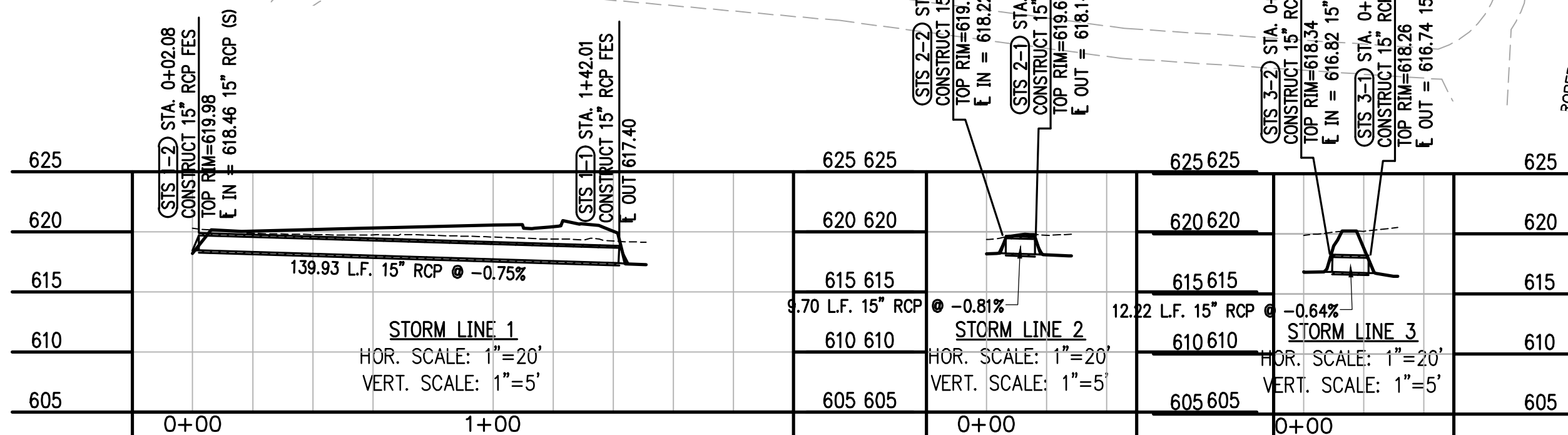
DRAINAGE AREA BOUNDARY



- THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND PROVIDING SEPARATE AND INDEPENDENT RETAINING WALL DESIGNS, INSPECTIONS, AND CERTIFICATIONS BY A REGISTERED PROFESSIONAL ENGINEER OTHER THAN CRAFTON TULL. THIS SHALL APPLY TO ALL ASSOCIATED AND NECESSARY PUBLIC SAFETY DEVICES INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN SAFETY RAILS.
- THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES ON SITE OR IN RIGHT-OF-WAY. ALL UTILITIES MUST BE LOCATED PRIOR TO GRADING START.
- ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- ALL CUT OR FILL SLOPES SHALL BE A MAX 4:1 SLOPE OR FLATTER UNLESS OTHERWISE NOTED.
- IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION OR BETTER.
- ALL STORM SEWER PIPE CONNECTIONS TO STRUCTURES SHALL BE ORDERED TO ASSURE CONNECTION AT A STRUCTURE IS WATERTIGHT. ALL STORM SEWER STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED MORTAR INVERT FROM INVERT IN TO INVERT OUT.
- ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY WHEN IN PAVED AND TRAFFIC AREAS.
- ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING RINGS AND COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 1" ABOVE FINISH GRADE. LIDS SHALL BE LABELED PER JURISDICTIONAL SPECIFICATIONS.
- SITE GRADING SHALL NOT PROCEED UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
- ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL TO FINAL GRADE. REFER TO THE LANDSCAPE PLAN.
- TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON PLANS, CONTACT ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM ALL AREAS FOR ALL NATURAL AND PAVED AREAS THROUGHOUT ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXIST UTILITY ENTRANCE LOCATIONS.
- THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
- EXISTING DRAINAGE STRUCTURES TO BE INSPECTED AND REPAIRED AS NEEDED, AND EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
- CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
- IF VET AREAS ARE ENCOUNTERED ON-SITE THE CONTRACTOR SHALL LOCATE AND NOTIFY THE GEO-TECHNICAL ENGINEER FOR THE DESIGN AND REPLACEMENT OF A FRENCH DRAIN SYSTEM.
- CRAFTON, TULL & ASSOCIATES, INC. (CTA) HAS NOT NECESSARILY ESTABLISHED MINIMUM FINISH FLOOR ELEVATIONS FOR EACH INDIVIDUAL BUILDING OR LOT IN THIS SUBDIVISION. WHEN A MINIMUM BUILDING FLOOR ELEVATION IS NOT ESTABLISHED AND NOTED, THE ULTIMATE RESPONSIBILITY FOR THE PROPER GRADING OF EACH INDIVIDUAL LOT OR PARCEL SHALL REST WITH THE LOT'S OWNER. TYPICALLY, THE MINIMUM FINISH FIRST FLOOR ELEVATIONS SHOULD BE AT LEAST TWELVE INCHES (12") ABOVE THE FINISHED TOP OF STREET CURB ELEVATION ASSOCIATED WITH EACH INDIVIDUAL LOT OR PARCEL OR AS REQUIRED BY LOCAL AND STATE CODES.

SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.

12. TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON PLANS, CONTACT ENGINEER IMMEDIATELY.
13. THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS THROUGHOUT ALL PHASES OF CONSTRUCTION.
14. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
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19. IF WET AREAS ARE ENCOUNTERED ON-SITE THE CONTRACTOR SHALL COORDINATE WITH THE GEOTECHNICAL ENGINEER FOR THE DESIGN AND REPLACEMENT OF A FRENCH DRAIN SYSTEM.
20. CRAFTON, TULL & ASSOCIATES, INC. (CTA) HAS NOT NECESSARILY ESTABLISHED MINIMUM FINISH FLOOR ELEVATIONS FOR EACH INDIVIDUAL BUILDING OR LOT IN THIS SUBDIVISION. WHEN A MINIMUM BUILDING FLOOR ELEVATION IS NOT ESTABLISHED AND NOTED, THE ULTIMATE RESPONSIBILITY FOR THE PROPER GRADING OF EACH INDIVIDUAL LOT OR PARCEL SHALL REST WITH THE LOT'S OWNER. TYPICALLY, THE MINIMUM FINISH FIRST FLOOR ELEVATIONS SHOULD BE AT LEAST TWELVE INCHES (12") ABOVE THE FINISHED TOP OF STREET CURB ELEVATION ASSOCIATED WITH EACH INDIVIDUAL LOT OR PARCEL OR AS REQUIRED BY LOCAL AND STATE CODES.



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LAST PLOTTED BY: BO TUMURERE, 2/17/2020 11:07:59 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

 GRADING AND DRAINAGE NOTES

1. THE DESIGN, INSPECTION, AND CERTIFICATION OF ANY RETAINING WALL SHOWN OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, SEGMENTAL RETAINING WALLS, MASS GRAVITY WALLS, GABION WALLS, ETC., GREATER THAN FORTY-EIGHT INCHES IN HEIGHT, SHALL BE BY OTHERS. ANY RETAINING WALL DATA SHOWN OR REFERENCED HEREIN SHALL BE FOR COORDINATION OF THE WALL LOCATION AND ELEVATIONS ONLY.
2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND PROVIDING SEPARATE AND INDEPENDENT RETAINING WALL DESIGNS, INSPECTIONS, AND CERTIFICATIONS BY A REGISTERED PROFESSIONAL ENGINEER OTHER THAN CRAFTON TULL. THIS SHALL ALSO APPLY TO ANY ASSOCIATED AND NECESSARY PUBLIC SAFETY DEVICES INCLUDING, BUT NOT LIMITED TO, PEDESTRIAN SAFETY RAILS.
3. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF EXISTING UTILITIES ON SITE OR IN RIGHT-OF-WAY. ALL UTILITIES MUST BE LOCATED PRIOR TO GRADING START.
4. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
5. ALL CUT OR FILL SLOPES SHALL BE A MAX 4:1 SLOPE OR FLATTER UNLESS OTHERWISE NOTED.
6. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION OR BETTER.
7. ALL STORM SEWER PIPE CONNECTIONS TO STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT. ALL STORM SEWER STRUCTURES SHALL HAVE A SMOOTH UNIFORM POURED CONCRETE INVERT FROM INVERT TO INVERT OUT.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY WHEN IN PAVED AND TRAFFIC AREAS.
9. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING RINGS AND COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 1" ABOVE FINISH GRADE. LIDS SHALL BE LABELED PER JURISDICTIONAL SPECIFICATIONS.
10. SITE GRADING SHALL NOT PROCEED UNTIL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
11. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL TO FINAL GRADE. REFER TO THE LANDSCAPE PLAN.
12. TOPOGRAPHIC INFORMATION TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON PLANS, CONTACT ENGINEER IMMEDIATELY.
13. THE CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS THROUGHOUT ALL PHASES OF CONSTRUCTION.
14. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BESTIES, SLOPS, PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS.
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19. IF WE ARE ENCOUNTERED ON-SITE THE CONTRACTOR SHALL COORDINATE WITH THE GEOTECHNICAL ENGINEER FOR THE DESIGN AND REPLACEMENT OF A FRENCH DRAIN SYSTEM.
20. CRAFTON TULL & ASSOCIATES, INC. (CTA) HAS NOT NECESSARILY ESTABLISHED MINIMUM FINISH FLOOR ELEVATIONS FOR EACH INDIVIDUAL BUILDING OR LOT IN THIS SUBDIVISION. WHEN A MINIMUM BUILDING FLOOR ELEVATION IS NOT ESTABLISHED AND NOTED, THE ULTIMATE RESPONSIBILITY FOR THE PROPER GRADING OF EACH INDIVIDUAL LOT OR PARCEL SHALL REST WITH THE LOT'S OWNER. TYPICALLY, THE MINIMUM FINISH FIRST FLOOR ELEVATIONS SHOULD BE AT LEAST TWELVE INCHES (12") ABOVE THE FINISHED TOP OF STREET CURB ELEVATION ASSOCIATED WITH EACH INDIVIDUAL LOT OR PARCEL OR AS REQUIRED BY LOCAL AND STATE CODES.

 GRADING PLAN DETAILS

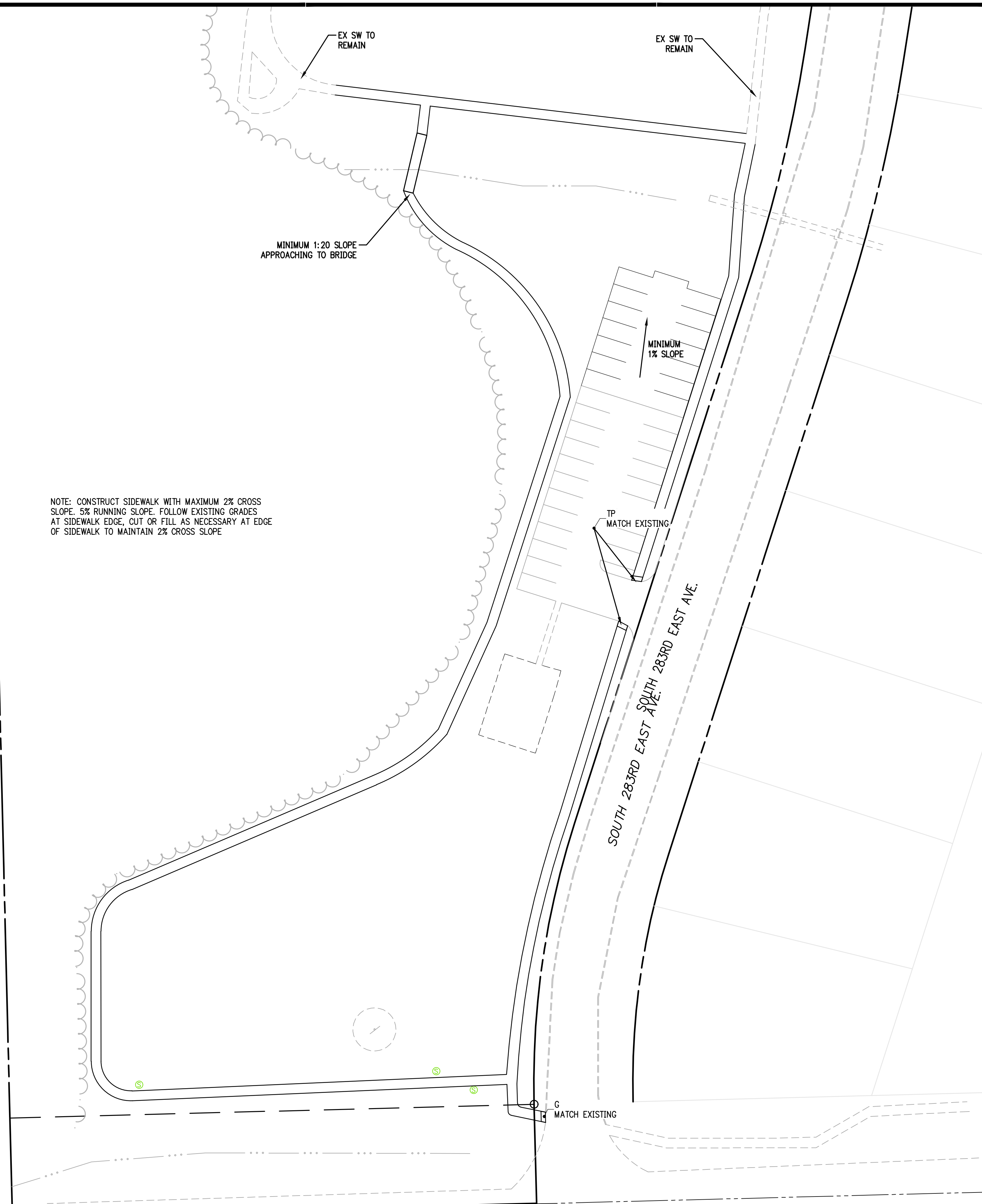
A	JUNCTION BOX
B	FLARED END SECTION
C	AREA INLET
D	CURB INLET
E	DRAIN BASIN WITH RISER
F	SIDEWALKS FLUSH WITH PAVEMENT
G	6" CURBED LANDSCAPE ISLAND

 LEGEND

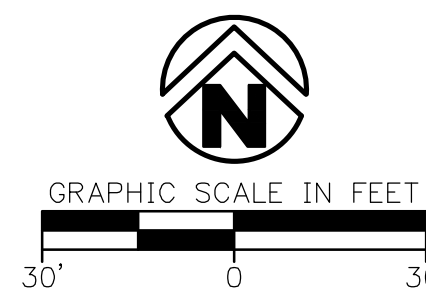
BS	BOTTOM STEP
BW	BOTTOM OF WALL
EG	EXISTING GRADE
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOWLINE
TG	TOP OF GRATE
G	GUTTER
HP	HIGH POINT
LP	LOW POINT
SW	SIDEWALK
TC	TOP OF CURB
TP	TOP OF PAVEMENT
TS	TOP OF STEP
TW	TOP OF WALL
PAD	TOP OF CONCRETE PAD

1. SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED. THE CONTRACTOR SHALL ADHERE TO ALL TERMS AND CONDITIONS AS OUTLINED IN THE GENERAL NPDES PERMIT AND THE SWPPP FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES.
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9. CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
10. IF WEI AREAS ARE ENCOUNTERED ON-SITE THE CONTRACTOR SHALL COORDINATE WITH THE GEOTECHNICAL ENGINEER FOR THE DESIGN AND REPLACEMENT OF A FRENCH DRAIN SYSTEM.
11. THE CONTRACTOR AND ITS ASSOCIATES, INC. (CAI) HAS NOT NECESSARILY ESTABLISHED A MINIMUM FINISH FLOOR ELEVATIONS FOR EACH INDIVIDUAL BUILDING OR LOT IN THIS SUBDIVISION. WHEN A MINIMUM FINISH FLOOR ELEVATION IS NOT ESTABLISHED AND NOTED, THE ULTIMATE RESPONSIBILITY FOR THE PROPER GRADING OF EACH INDIVIDUAL LOT OR PARCEL SHALL REST WITH THE LOT'S OWNER. TYPICALLY, THE MINIMUM FINISH FIRST FLOOR ELEVATIONS SHOULD BE AT LEAST TWELVE INCHES (12") ABOVE THE FINISHED TOP OF STREET CURB ELEVATION ASSOCIATED WITH EACH INDIVIDUAL LOT OR PARCEL OR AS REQUIRED BY LOCAL AND STATE CODES.

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



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



ROLAND PARK

CITY OF COWETA, OK 74429

Key Plans

[illegible]

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PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P.E.
CHECKED BY:

ISSUED FOR
CONSTRUCTION

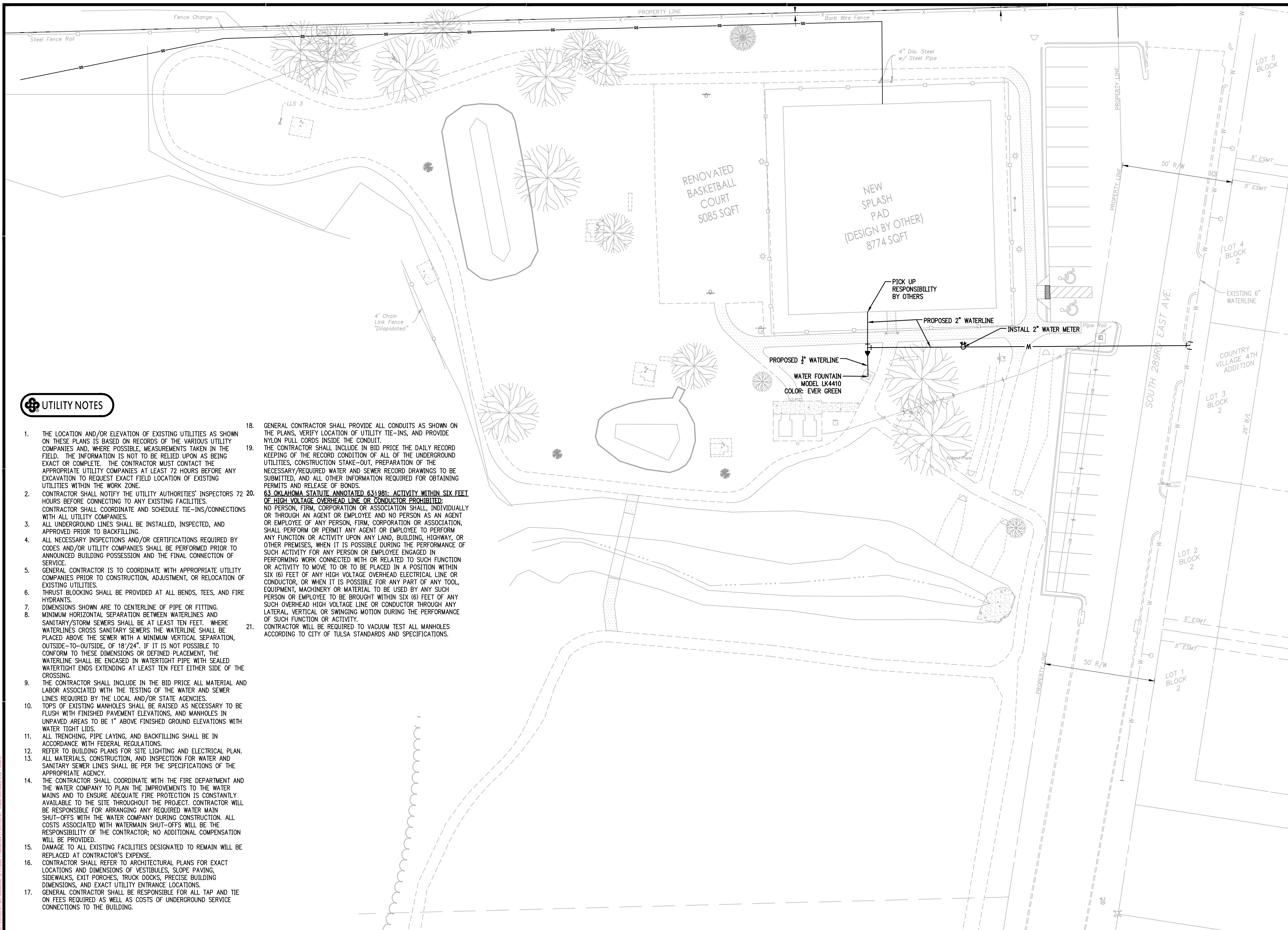
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GRADING PLAN - SOUTH

C-107

DRAWING: G:\18450600_COWETAROLA\INFRASTRUCTURE\CIVIL\DWG\IGRADING PLAN.DWG
 LAYOUT: GRADING PLAN - SOUTH, LAST SAVED: 8/7/2020, 2/12/2020 1:17:49 PM
 LAST PLOTTED BY: BO TUMILURRE, 2/12/2020 11:08:01 AM, PLOTTED BY: VALID ON HARD COPY ONLY



UTILITY NOTES



-
- Diagram illustrating the cross-section of a concrete curb and gutter structure. The structure consists of a concrete curb and gutter assembly resting on a compacted subgrade. The curb and gutter is shown with a 4" thickness and a 4" aggregate base. The top surface of the curb and gutter is labeled "SEE SITE PLAN" and "2.00% MIN. CROSS SLOPE". The side of the curb is labeled "SEE SITE PLAN". The bottom of the curb is labeled "SEE SITE PLAN" and "SEE SIDE SLOPE". The top surface of the gutter is labeled "SEE SITE PLAN" and "SEE SIDE SLOPE". The bottom of the gutter is labeled "SEE SITE PLAN" and "SEE SIDE SLOPE". The diagram also shows a "COMPACTED SUBGRADE" and a "4" AGGREGATE BASE".

2" TYPE S4 ASPHALT PG64-22

3" TYPE S3 ASPHALT PG64-22

12"

P.C. CONC.

ODOT TYPE "A"
6" AGGREGATE BASE COURSE

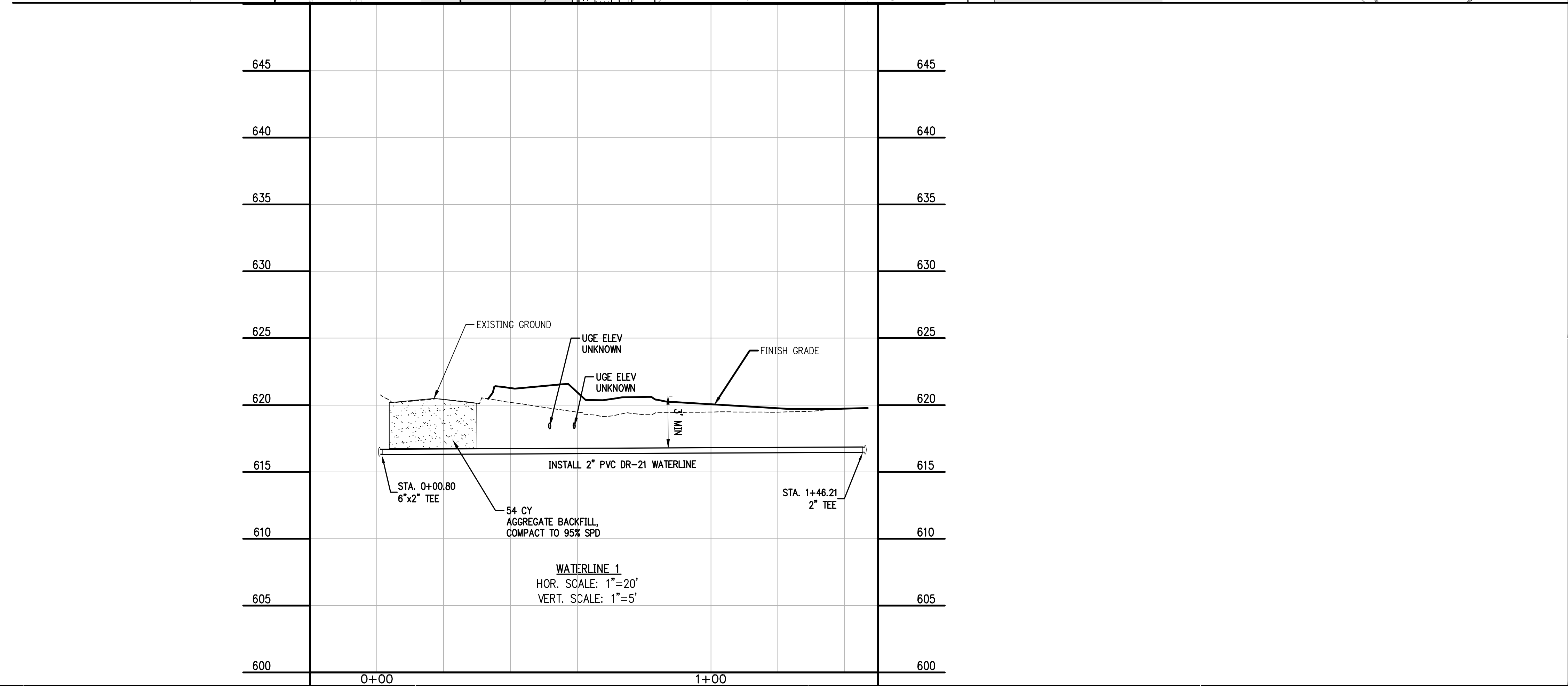
COMPACTED SUBGRADE

**REGULAR DUTY
ASPHALT PAVING**

-

[illegible]

C-109



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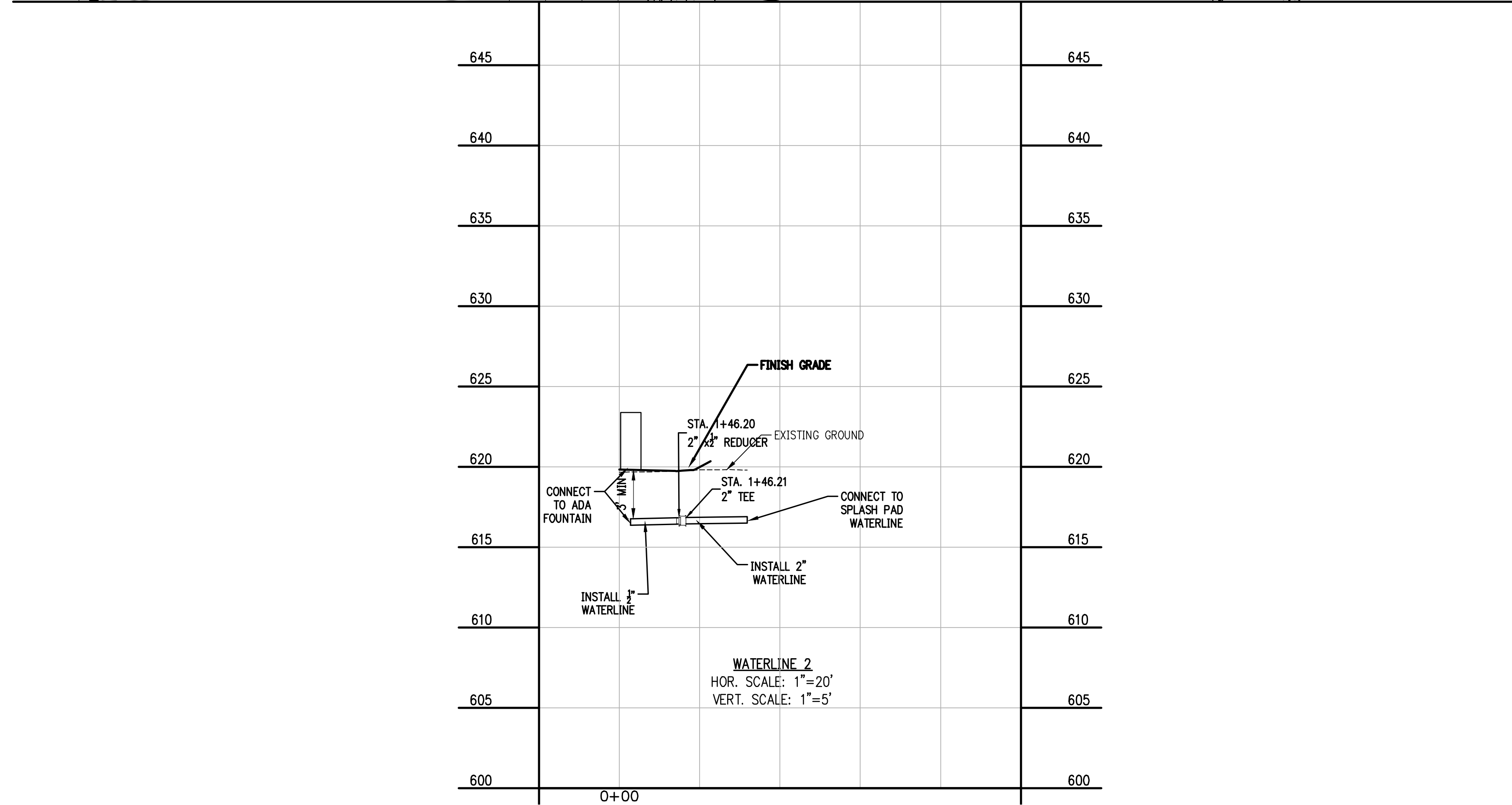
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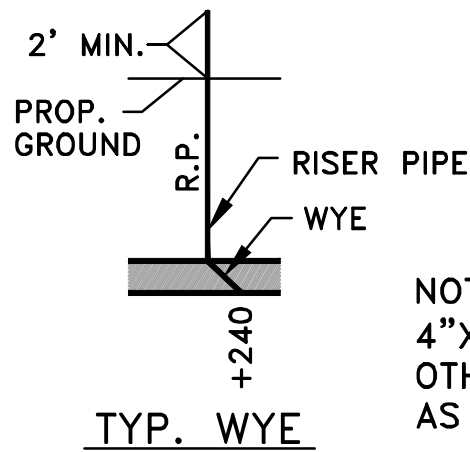
P&P WATERLINE 1 SHEET

C-201

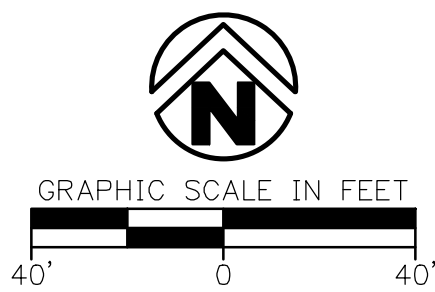




NOTE:
WHERE FILL MATERIAL IS INDICATED SUCH MATERIAL SHALL BE PLACED AND COMPACTED IN SIX (6) INCH LIFTS FOR HAND-TAMPED EQUIPMENT AND THIRTY (30) INCH LIFTS FOR POWER-DRIVEN EQUIPMENT TO 95% STANDARD PROCTOR DENSITY PRIOR TO TRENCHING.

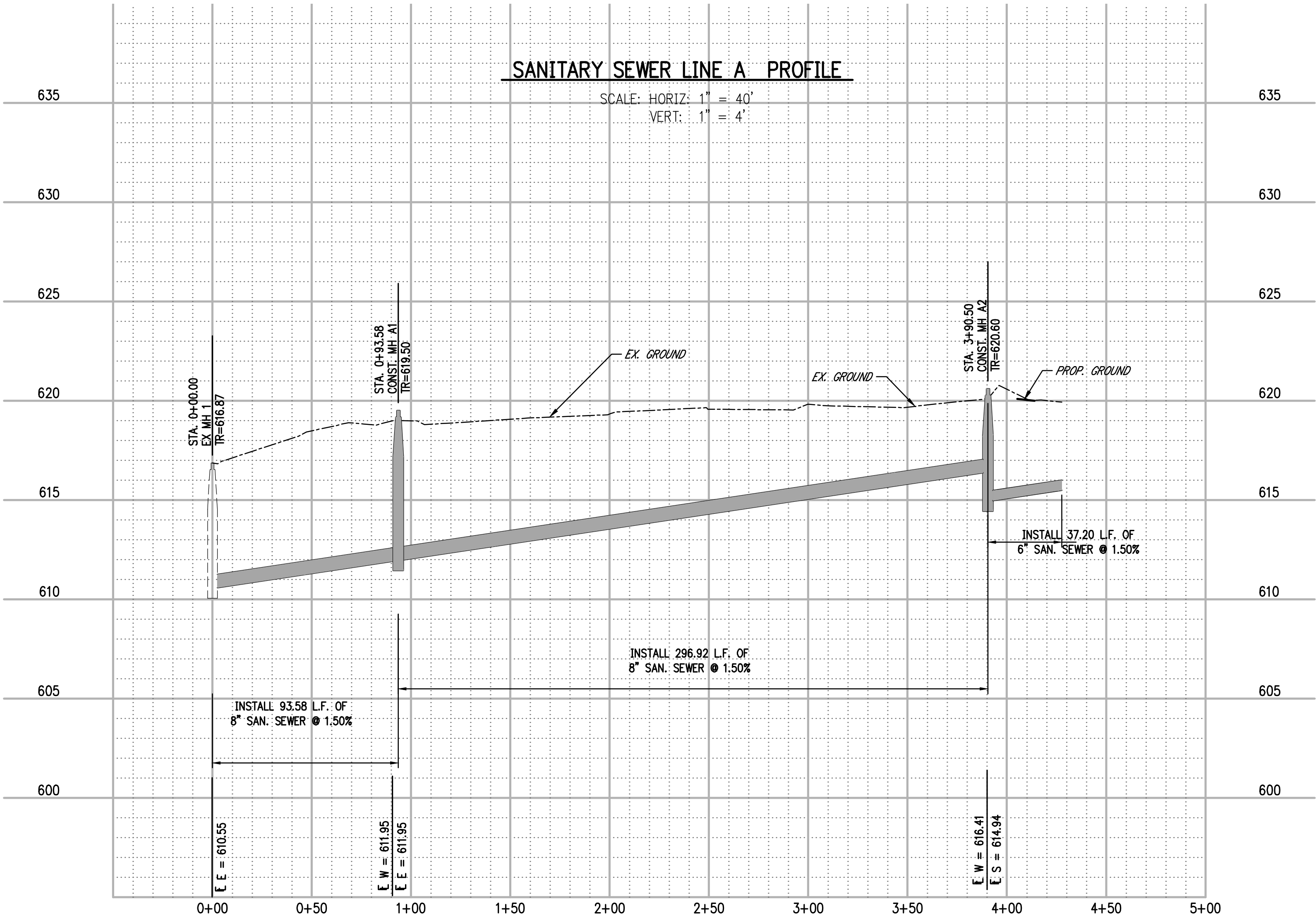


NOTE: ALL WYES ARE 8"x4" WITH 4"x1/8" BENDS UNLESS NOTED OTHERWISE. LENGTH OF RISER PIPE AS SHOWN.



SANITARY SEWER LINE PLAN

LEGEND	
MPE	MINIMUM PAD ELEVATION
WATER LINE	— W —
PROP GROUND	— — — —
EX. & OF CONST.	— — — —



P&P SANITARY SEWER LINE A



Key Plan

[illegible]

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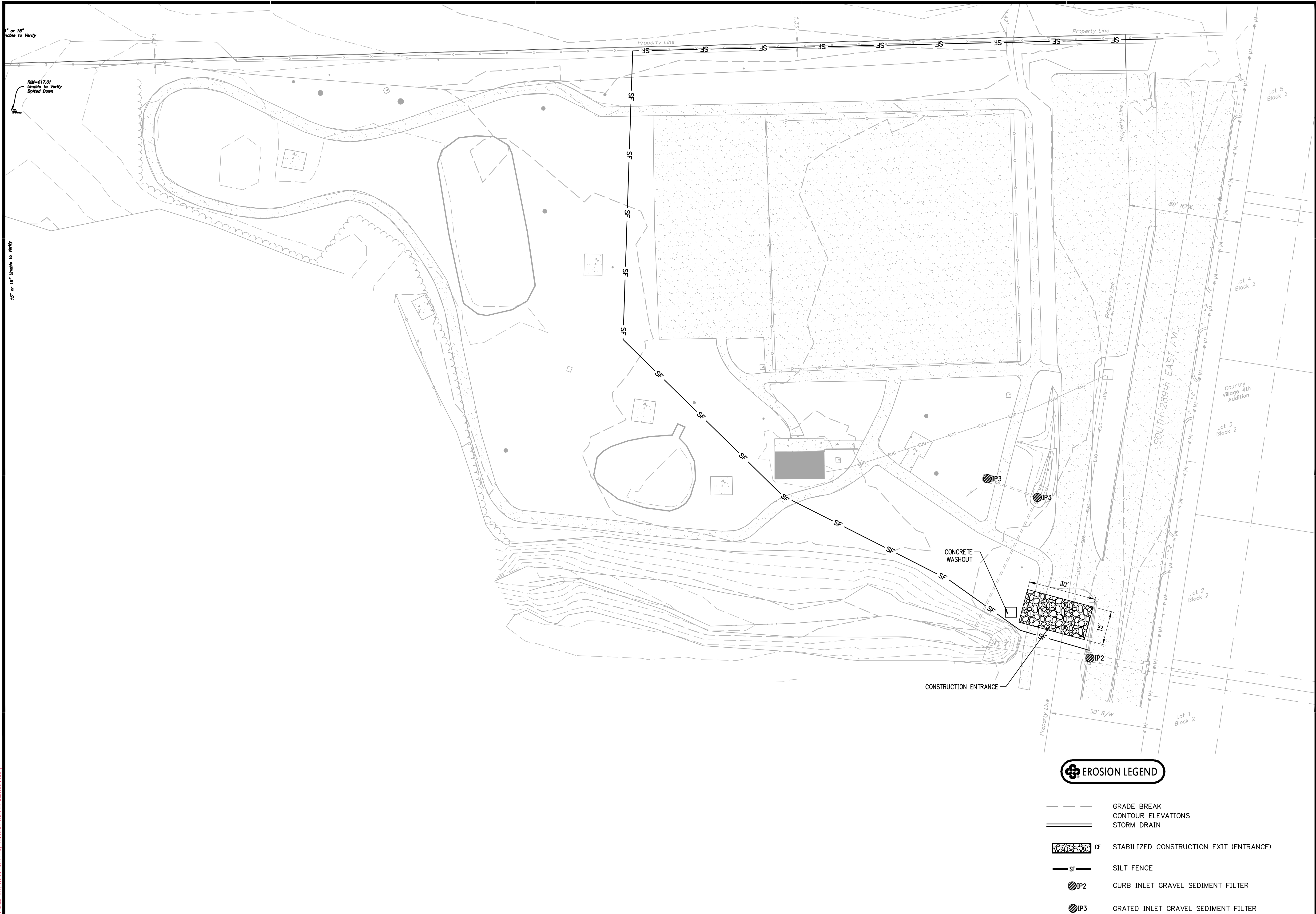
PROJECT NO: 18450600
ISSUE DATE: 4/26/19
CONTACT: M. WILLIAMS, P.
CHECKED BY:

ISSUED FOR
CONSTRUCTION

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EROSION CONTROL
PRE-DEVELOPED

C-204

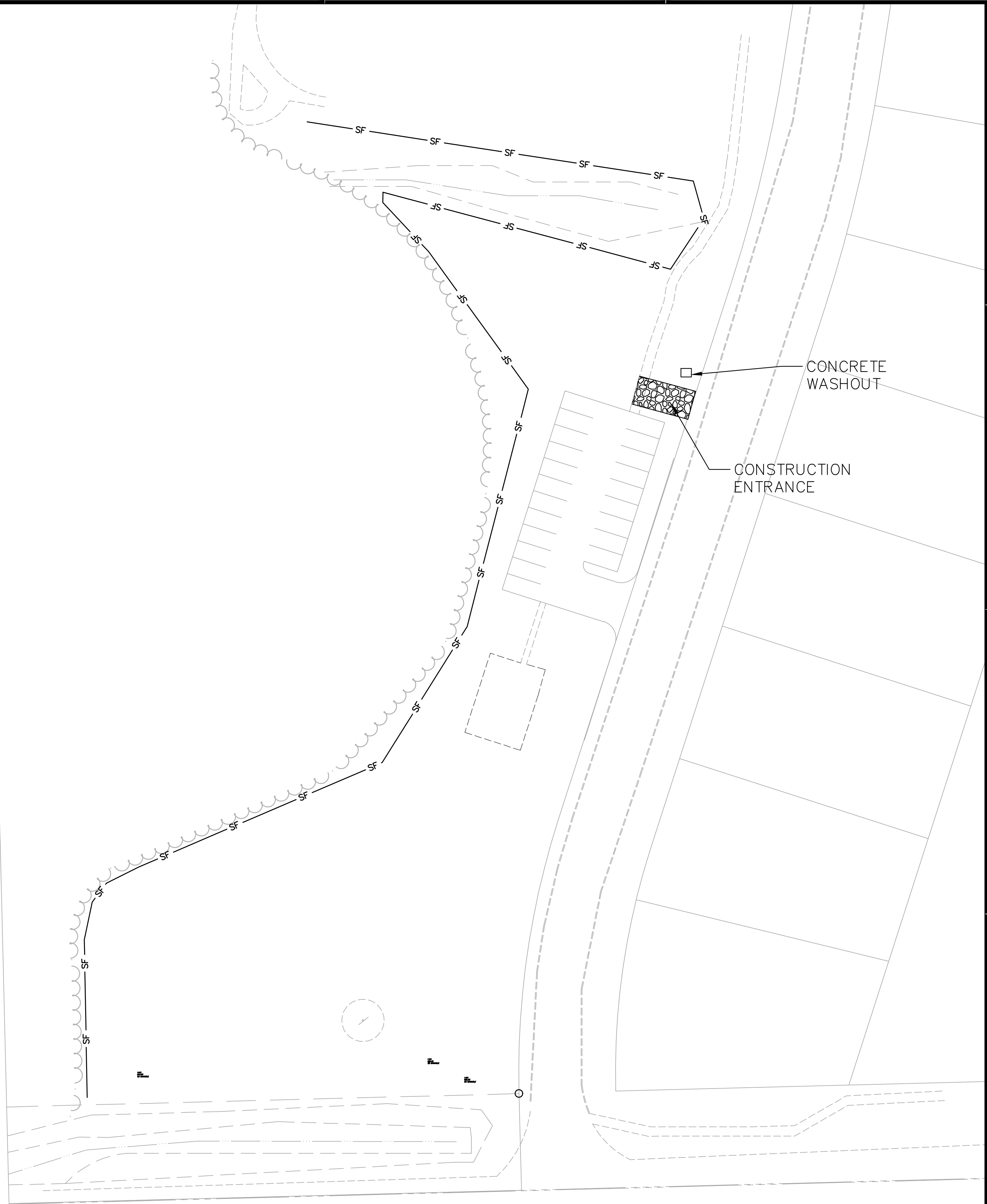


GRAPHIC SCALE IN FEET

30' 0 30'

[illegible]

C-205





10

[illegible]

C-207

☐ A SILT FENCE INLET PROTECTOR

☐ B RIP RAP SLOPE PROTECTION



DRAWING: G:\18450400_COWETAROLA\INFRASTRUCTURE\CIVIL\DWG\EROSION CONTROL POST-DEVELOPED.DWG
LAYOUT: EROSION CONTROL POST-DEVELOPED SOUTH, LAST SAVED: 8/17/2020, 2/12/2020 1:13:57 PM
LAST PLOTTED BY: BO TUMURERE, 2/17/2020 11:08:35 AM (PLOTTED BY: VALID ON HARD COPY ONLY)

ADDENDUM NO 3.
NOVEMBER 9,2021
ROLAND PARK PHASE ONE IMPROVEMENTS
CITY OF COWETA, OKLAHOMA

TO ALL POTENTIAL BIDDERS:

Please be advised that an AMENDED bid form is being added to the City of Coweta Website with the following clarifications:

1. GC is to provide a cost to install joint sealants as shown on C-109.
2. GC does not need to provide or install new security poles on C-104.
3. GC does not need to install new water fountain on C-104.
4. GC does not need to reset fence. Fence will remain in place.
5. GC to provide a cost to install 12" x 12" Grated inlet nyloplast shown on C-104.
6. GC is to provide a cost to install 12" HDPE FES shown on C-104.
7. GC is to provide a cost to install 22' LF 15" HDPE pipe shown on C-104.
8. GC is to provide a cost to install 15" RCP FES shown on C-104.
9. GC does not need to provide construction of 8" sanitary sewer pipe or new manholes shown on C-104.

End of Addendum No. 3



/s/ Julie Casteen, City Clerk
City of Coweta

November 9, 2021

CITY OF COWETA
ROLAND PARK PHASE ONE IMPROVEMENTS
BASE BID (AMENDED)

ITEM	DESCRIPTION	QUANTITY	UNIT	BID PRICE
1.	4" Concrete Sidewalk with 4" aggregate base	80	SY	_____
2.	Not in Phase one	n/a	n/a	_____
3.	Not in phase one	n/a	n/a	_____
4.	Sidewalk ramp with tactile warning device	1	EA	_____
5.	Furnish and install 30'x5' pedestrian bridge (Manufactured by Bridge Brothers or Approved Alternative)	1	EA	_____
6.	Asphalt Pavement Installed	42	TON	_____
7.	Tack Coat	40	GAL	_____
8.	Remove and Reset Basketball goals	2	EA	_____
9.	Furnish and Install Basketball Backboard, Rim and Net	2	EA	_____
10.	Removal of Structures and Obstruction	1	LS	_____
11.	15" HDPE Pipe	162	LF	_____
12.	15" RCP FES	5	EA	_____
13.	12" x 12" Nyloplast grated inlet	1	EA	_____
14.	6" Barrier Curb	329	LF	_____
15.	Not in Phase One	n/a	n/a	_____
16.	Remove Asphalt Pavement (Except for existing tennis courts)	1783	SY	_____
17.	Remove Concrete Sidewalk	270	SY	_____
18.	Remove Concrete Curb	29	LF	_____
19.	ADA Parking Sign and Post	2	EA	_____
20.	Playground Mulch	30	CY	_____
21.	Basketball Court Striping	660	LF	_____
Sanitary Sewer				
	Not in Phase One	n/a	n/a	_____
Waterline Quantities				
	Not in Phase One	n/a	n/a	_____
Site Restoration / Erosion Control				
	ITEM	QUANTITY	UNIT	
	301 Sodding	70	SY	_____
	302 Construction Entrance	1	LS	_____
	303 Silt Fence	200	LF	_____
TOTAL BASE BID				_____

Additional ADD/ALTERNATE bid items _____

NOTE: Items 11-12 were added and the size on item 13 was changed on the amended bid form.

DATED THIS _____ DAY OF _____ 2021

Respectfully Submitted,

SIGNATURE: _____ TITLE: _____

PRINTED NAME: _____ COMPANY: _____

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDUM NO. 3 TO THE BID SPECIFICATIONS

**CITY OF COWETA, OKLAHOMA
ROLAND PARK PHASE ONE IMPROVEMENTS**

The Bidder shall acknowledge receipt of this Addendum by submitting a signed copy of this form with the bid package.

Acknowledged by: _____

Please Sign

Please Print

Company Name

Title

City of Coweta
Bid Tabulation - Roland Park Ph 1
Opening November 10, 2021 10:00 a.m.

Item	Description	Quantity	Unit	Magnum	RECO	Sportstech	Builders
				Construction	Construction	Quality	Unlimited
1	4" Concrete Sidewalk with 4" aggregate base	80	SY	15,000.00	34,287.00		12,142.40
2	Not in Phase one	n/a	n/a				
3	Not in phase one	n/a	n/a				
4	Sidewalk ramp with tactile warning device	1	EA	1,500.00	1,133.00		2,754.00
5	Furnish and install 30'x5' pedestrian bridge (Manufactured by Bridge Brothers or Approved Alternative)	1	EA	50,000.00	74,076.00		52,573.85
6	Asphalt Pavement Installed	42	TON	75,400.00	96,228.00		59,431.68
7	Tack Coat	40	GAL	1,500.00	6,347.00		991.60
8	Remove and Reset Basketball goals	2	EA	2,000.00	1,700.00	8,000.00	903.32
9	Furnish and Install Basketball Backboard, Rim and Net	2	EA	4,000.00	3,400.00	4,000.00	2,431.24
10	Removal of Structures and Obstruction	1	LS	7,500.00	2,947.00		11,104.13
11	15" HDPE Pipe	162	LF	11,700.00	11,674.00		7,601.04
12	15" RCP FES	5	EA	6,000.00	7,934.00		3,800.55
13	12" x 12" Nyloplast grated inlet	1	EA	2,400.00	3,853.00		6,807.89
14	6" Barrier Curb	329	LG	11,000.00	11,220.00		7,205.10
15	Not in Phase one	n/a	n/a				
16	Remove Asphalt Pavement	1783	SY	10,000.00	32,737.00		38,459.31
17	Remove Concrete Sidewalk	270	SY	2,500.00	5,893.00		7,800.30
18	Remove Concrete Curb	29	LF	1,000.00	2,380.00		815.19
19	ADA Parking Sign and Post	2	EA	400.00	1,813.00		859.26
20	Playground Mulch	30	CY	2,700.00	3,967.00		2,577.90
21	Basketball Court Striping	660	LF	550.00	1,836.00	4,000.00	1,379.40
Sanitary Sewer							
	Not in Phase One	n/a	n/a				
Waterline Quantities							
	Not in Phase One	n/a	n/a				
Site Restoration/Erosion Control							
301	Sodding	70	SY	5,000.00	5,893.00		1,255.80
302	Construction Entrance	1	LS	3,000.00	2,267.00		2,687.90
303	Silt Fence	200	LF	800.00	1,133.00		690.00
Sub Total				213,950.00	312,718.00	16,000.00	224,271.86
Add Alt One - Security Lighting				1	LS	21,500.00	N/B
						N/B	N/B

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 850

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA THAT: (A) LEVIES AND ASSESSES A ONE PERCENT (1%) SALES TAX ON THE GROSS RECEIPTS OR PROCEEDS ON TAXABLE SALES OF GOODS AND SERVICES, AS DEFINED IN THE ORDINANCE, IN THE CITY OF COWETA, OKLAHOMA IN ADDITION TO ALL PRESENT SALES TAXES UPON SUCH GROSS RECEIPTS OR PROCEEDS, FOR THE PURPOSE OF FUNDING CAPITAL IMPROVEMENTS PERTAINING TO ROAD AND STREET IMPROVEMENTS, WATER AND WASTEWATER SYSTEM IMPROVEMENTS, STORM SEWER IMPROVEMENTS, ACQUISITION OF PARKS MAINTENANCE EQUIPMENT, IMPROVEMENTS TO PUBLIC PARKS LANDS AND FACILITIES, IMPROVEMENTS TO PUBLIC SAFETY FACILITIES, AND ACQUISITION OF PUBLIC SAFETY VEHICLES AND EQUIPMENT, ALL WITHIN THE CITY OF COWETA, OKLAHOMA AND/OR TO BE APPLIED OR PLEDGED TOWARD THE PAYMENT OF PRINCIPAL AND INTEREST ON ANY INDEBTEDNESS, INCLUDING REFUNDING INDEBTEDNESS, INCURRED BY OR ON BEHALF OF THE CITY OF COWETA, OKLAHOMA FOR SUCH PURPOSES; (B) PROVIDES FOR SUCH SALES TAX TO BEGIN ON JULY 1, 2022; (C) PROVIDES FOR THE DURATION OF SUCH SALES TAX TO BE PERMANENT; (D) PRESCRIBES PROCEDURES FOR THE COLLECTION AND REMITTANCE OF SUCH SALES TAX AND PENALTIES FOR THE FAILURE TO DO SO; AND (E) INCLUDES SUCH OTHER PROVISIONS, TERMS AND CONDITIONS AS NECESSARY AND LAWFUL FOR THE EFFECTIVE IMPLEMENTATION AND ENFORCEMENT OF THIS ORDINANCE.

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

SECTION 1. CITATION AND CODIFICATION. This Ordinance shall be known and may be cited as the City of Coweta Special Sales Tax Ordinance of 2022 and is hereafter referred to as "Ordinance".

SECTION 2. DEFINITIONS. The definitions of words, terms and phrases contained in the Oklahoma Sales Tax Code, Title 68, Oklahoma Statutes 2016, Section 1352, as amended, are hereby adopted by reference and made a part of this Ordinance. The sales subject to the excise tax and the exemptions from the excise tax set forth in this Ordinance have been identified herein as corresponding to the Oklahoma Sales Tax Code and such sales and exemptions herein shall be effective and operative under this Ordinance only for so long as the corresponding section of the Oklahoma Sales Tax Code is effective and operative.

SECTION 3. TAX COLLECTOR DEFINED. The term "Tax Collector" as used herein means the department of the City government or the official agency of the State of Oklahoma duly designated according to law or contract authorized by law to administer the collection of the tax herein levied.

SECTION 4. CLASSIFICATION OF TAXPAYERS. For the purpose of this Ordinance the classification of taxpayers hereunder shall be as prescribed by State law for the purpose of the Oklahoma Sales Tax Code.

SECTION 5. SUBSISTING STATE PERMITS. All valid and subsisting permits to do business by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code are, for the purposes of this Ordinance, hereby ratified, confirmed, and adopted in lieu of any requirement for an additional City Permit for the same purpose.

SECTION 6. EFFECTIVE DATE AND TERMINATION. This Ordinance and the tax herein levied shall become and be effective on and after July 1, 2022, subject to approval of a majority of the registered voters of the City of Coweta, Oklahoma, voting on the same in the manner prescribed by Title 11, Oklahoma Statutes, Section 16-101 et seq., as amended, at a Special Election to be held on February 8, 2022; provided that upon approval by the voters as aforesaid, this Ordinance shall remain in effect and not be repealed unless repealed by a majority of the registered voters of the City of Coweta, Oklahoma voting to repeal same in the same manner as was required for its approval.

SECTION 7. PURPOSE.

(a) Pursuant to 68 OS §2701, as amended, it is hereby declared to be the specific and limited purpose of this Ordinance to provide revenues to be placed in a separate, special fund to be used to fund capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, improvements to public safety facilities, and acquisition of public safety vehicles and equipment in the City of Coweta, Oklahoma and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of the City of Coweta, Oklahoma and/or the Coweta Public Works Authority for such purposes, including payment of the costs of issuance of such indebtedness.

(b) "Capital Improvements," as used above in connection with "capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public parks lands and facilities, improvements to public safety facilities, and acquisition of public safety vehicles and equipment in the City of Coweta, Oklahoma," shall mean all items and articles, either new or replacements, not consumed with use but only diminished in value with prolonged use, including but not limited to, the purchase, lease or rental of vehicles, machinery, equipment and fixtures and the acquisition of all real properties necessary in connection with the construction, reconstruction and repair of buildings, appurtenances and improvements to real property including: the construction,

reconstruction and repair of roads, streets, alleys, trails, sidewalks, and other public ways; the construction, reconstruction and repair of water facilities, sanitary and storm sewer systems and facilities, drainage improvements; the construction, reconstruction and repair of public park lands and facilities; the construction, reconstruction and repair of public safety facilities; and the costs and expenses related to the aforesaid including design, engineering, architectural, acquisition of real property and legal fees.

(c) There is hereby created a limited-purpose fund and all revenues generated by the sales tax hereby levied shall be deposited therein. Money in the fund shall be accumulated from year to year. The fund shall be placed in an insured interest-bearing account and the interest accumulated thereon shall be retained in the fund. The fund shall be non-fiscal and shall not be considered in computing any levy when the municipality makes its estimate to the excise board for needed appropriations. Money in the limited-purpose tax fund shall be expended only as accumulated and only for the purposes specifically described in this Ordinance, subject to the approval of the voters.

SECTION 8. TAX RATE-SALES SUBJECT TO TAX. There is hereby levied in addition to all other taxes in effect in the City of Coweta, Oklahoma an excise tax of One Percent (1%) upon the gross proceeds or gross receipts derived from all sales or services in the City of Coweta, Oklahoma, upon which a consumers' sales tax is levied by the State of Oklahoma under the Oklahoma Sales Tax Code. The tax hereby levied is oftentimes hereafter referred to as "City Sales Tax".

SECTION 9. EXEMPTIONS. There is hereby specifically exempted from the tax levied pursuant to the provisions of this Ordinance all items that are exempt from the State Sales Tax under the Oklahoma Sales Tax Code.

SECTION 10. OTHER EXEMPT TRANSFERS. There is also hereby specifically exempted from the tax levied pursuant to the provisions of this Ordinance the transfer of tangible personal property exempted from the Oklahoma Sales Tax Code.

SECTION 11. TAX DUE WHEN-RETURNS-RECORDS. The tax levied hereunder shall be due and payable at the time and in the manner and form prescribed for payment of the State Sales Tax under the Oklahoma Sales Tax Code.

SECTION 12. PAYMENT BY TAX-BRACKETS.

(a) The tax herein levied shall be paid to the Tax Collector at the time and in the form and manner provided for payment of the State Sales Tax under the Oklahoma Sales Tax Code.

(b) The bracket system for the collection of the One Percent (1%) City Sales Tax provided for herein by the Tax Collector shall be as the same is hereafter adopted by the agreement of the City of Coweta, Oklahoma and the Tax Collector, in the collection both the One Percent (1%) City Sales Tax provided for herein and the State Sales Tax.

SECTION 13. TAX CONSTITUTES DEBT. Such taxes, penalty and interest due hereunder shall at all times constitute a prior, superior and paramount claim as against the claims of unsecured creditors and may be collected by suit as any other debt.

SECTION 14. VENDOR'S DUTY TO COLLECT TAX.

(a) The tax levied hereunder shall be paid by the consumer or user to the vendor, and it shall be the duty of each and every vendor in the City of Coweta, Oklahoma to collect from the consumer or user, the full amount of the tax levied by this Ordinance, or an amount equal as nearly as possible or practicable to the average equivalent thereof.

(b) Vendors shall add the tax imposed hereunder, or the average equivalent thereof, to the sales price or charge, and when added such tax shall constitute a part of such price or charge, shall be a debt from the consumer or user to vendor until paid, and shall be recoverable at law in the same manner as other debts.

(c) A Vendor, as defined herein, who willfully or intentionally fails, neglects or refuses to collect the full amount of the tax levied by this Ordinance, or willfully or intentionally fails, neglects or refuses to comply with the provisions hereof or remits or rebates to a consumer or user, either directly or indirectly, and by whatsoever means, all or a part of the tax levied herein, or makes in any form of advertising, verbally or otherwise any statement which infers that he is absorbing the tax, or paying the tax for the consumer or user by an adjustment of prices or at a price including the tax, or in any manner whatsoever, shall be deemed guilty of an offense, and upon conviction thereof shall be fined not more than One Hundred Dollars (\$100.00), plus costs, or incarcerated for not more than sixty days, or both. Provided, sales by vending machines may be made at a state price which includes state and any municipal sales tax.

(d) Any sum or sums collected or required to be collected hereunder shall be deemed to be held in trust for the City of Coweta, Oklahoma, and as trustee, the collecting vendor shall have a fiduciary duty to the City of Coweta, Oklahoma in regard to such sums and shall be subject to the trust laws of this State. Any vendor who willfully or intentionally fails to remit the tax, after the tax levied by this Ordinance was collected from the consumer or user, and appropriates the tax held in trust to his own use, or the use of any person not entitled thereto, without authority of law, shall be guilty of embezzlement.

SECTION 15. RETURNS AND REMITTANCES-DISCOUNTS. Returns and remittances of the tax levied herein and collected shall be made to the Tax Collector at the time, and in the manner, form and amount as prescribed for returns and remittances required by the Oklahoma Sales Tax Code; and remittances of tax collected hereunder shall be subject to the same discount as may be allowed by the Oklahoma Sales Tax Code for collection of State Sales Taxes.

SECTION 16. INTEREST AND PENALTIES-DELINQUENCY. The provisions of Title 68, Oklahoma Statutes, Section 217, as amended, and of Title 68, Oklahoma Statutes, Sections 1350 et seq. as amended, are hereby adopted by reference and made a part of this Ordinance, and interest and penalties at the rates and in the amount as therein

specified are hereby levied and shall be applicable in cases of delinquency in reporting and paying the tax levied by this Ordinance. Provided, that the failure or refusal of any taxpayer to make and transmit the reports and remittances of tax in the time and manner required by this Ordinance shall cause such tax to be delinquent. In addition, if such delinquency continues for a period of five (5) days, the taxpayer shall forfeit claim to any discount allowed under this Ordinance.

SECTION 17. WAIVER OF INTEREST AND PENALTIES. The interest or penalty or any portion thereof accruing by reason of taxpayer's failure to pay the City Sales Tax herein levied may be waived or remitted in the same manner as provided for said waiver or remittance as applicated in the administration of the State Sales Tax provided in Title 68, Oklahoma Statutes, Section 220, as amended; and to accomplish the purposes of this section, the applicable provisions of said Section are hereby adopted by reference and made a part of this Ordinance.

SECTION 18. ERRONEOUS PAYMENTS-CLAIMS FOR REFUND. Refund of erroneous payment of the City Sales Tax herein levied may be made to any taxpayer making such erroneous payment in the same manner and procedures, and under the same limitations of time, as provided for administration of the State Sales Tax as set forth in Title 68, Oklahoma Statutes, Section 227, as amended, and to accomplish the purposes of this section, the applicable provision of said Section 227 are hereby adopted by reference and made a part of this Ordinance.

SECTION 19. FRAUDULENT RETURNS. In addition to all civil penalties provided by this Ordinance, the willful failure or refusal of any taxpayer to make reports and remittances herein required, or the making of any false and fraudulent report for the purpose of avoiding or escaping payment of any tax or portion thereof rightfully due under this Ordinance shall be an offense and upon a conviction thereof the offending taxpayer shall be subject to such fines and/or incarceration as provided in Title 68, Oklahoma Statutes, Section 241, as amended.

SECTION 20. RECORDS CONFIDENTIAL. The confidential and privileged nature of the records and files concerning the administration of the City Sales Tax is legislatively recognized and declared, and to protect the same the provisions of Title 68, Oklahoma Statutes, Section 205, as amended, and each subsection thereof is hereby adopted by reference and made fully effective and applicable to administration of the City Sales Tax as if therein set forth in full.

SECTION 21. AMENDMENTS. The people of the City of Coweta, State of Oklahoma, by their approval of this Ordinance at the election hereinabove provided, hereby authorize the Mayor and the City Council of the City of Coweta, Oklahoma, by ordinances duly enacted, to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness except that neither the rate of the tax as set forth in Section 8 hereof, nor the purposes as set forth in Section 7 hereof, shall be changed

without approval of a majority of the qualified electors of the City of Coweta, State of Oklahoma, voting at an election held for such purpose as provided by law.

SECTION 22. PROVISIONS CUMULATIVE. The provisions hereof shall be cumulative, and in addition to any and all other taxing provisions contained within City of Coweta, Oklahoma Ordinances.

SECTION 23. PROVISIONS SEVERABLE. The provisions hereof are hereby declared to be severable, and if any section, paragraph, sentence or clause of this Ordinance is for any reason held invalid or inoperative by a court of competent jurisdiction such decision shall not affect any other section, paragraph, sentence or clause hereof.

PASSED AND APPROVED this 6th day of December 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney

CITY OF COWETA, OKLAHOMA

RESOLUTION NO. 2021-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA AUTHORIZING AND DIRECTING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF COWETA, OKLAHOMA, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF COWETA, OKLAHOMA, THE QUESTION OF WHETHER ORDINANCE NO. 850 LEVYING A SALES TAX OF ONE PERCENT (1%) FOR CAPITAL IMPROVEMENTS FOR THE CITY OF COWETA, OKLAHOMA SHALL BE APPROVED.

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

SECTION 1. The Mayor, or Vice-Mayor, whichever the case may be, of the City of Coweta, Oklahoma is hereby authorized and directed to call a special election to be held in the City of Coweta, Oklahoma on February 8, 2022, for the purpose of submitting to the registered voters of the City of Coweta, Oklahoma the following proposition:

PROPOSITION

Shall Ordinance No. 850 adopted by the Coweta City Council on the sixth day of December, 2021, which ordinance: (a) levies and assesses a One Percent (1%) sales tax on the gross receipts or proceeds on taxable sales of goods and services, as defined in the ordinance, in the City of Coweta, Oklahoma, in addition to all present sales taxes upon such gross receipts or proceeds, for the purpose of funding capital improvements pertaining to road and street improvements, water and wastewater system improvements, storm sewer improvements, acquisition of parks maintenance equipment, improvements to public park lands and facilities, improvements to public safety facilities, and acquisition of public safety vehicles and equipment, all within the City of Coweta, Oklahoma and/or to be applied or pledged toward the payment of principal and interest on any indebtedness, including refunding indebtedness, incurred by or on behalf of the City of Coweta, Oklahoma for such purposes; (b) provides for such sales tax to commence on July 1, 2022; (c) provides for the duration of such sales tax to be permanent; and (d) prescribes procedures for the collection and remittance of such sales tax and penalties for the failure to do so be approved?

SECTION 2. The call for said special election shall be by proclamation signed by the Mayor, or Vice-Mayor, whichever the case may be, and attested by the City Clerk. The proclamation shall set forth the date of the special election, the proposition to be voted on at such special election, the ballot for the registered voters which sets forth the proposition above mentioned to be voted upon substantially as set out in Section 1 hereof, the number and location of polling places, and the time of opening and closing the polls. The election shall be conducted by the Wagoner County Election Board in accordance with State of Oklahoma law pertaining to the conduct of special elections in Oklahoma municipalities.

SECTION 3. Only registered, qualified voters of the City of Coweta, Oklahoma, may vote upon the proposition above set forth.

SECTION 4. The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

SECTION 5. The City of Coweta certifies that no person living within the corporate limits of the City of Coweta resides in precinct 311, and therefore requests that precinct 311 be closed.

PASSED, APPROVED AND ADOPTED THIS 6TH DAY OF DECEMBER 2021.

CITY OF COWETA, OKLAHOMA

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED AS TO FORM:

Ronald D. Cates, City Attorney



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

Memorandum

To: Honorable Mayor, Members of the City Council
From: Roger Kolman
Re: Fireworks
Date: 12/6/21

BACKGROUND

Title 68 Section 1622 et. seq. of the Oklahoma State Statutes regulate the manufacture, distribution, sale and discharge of fireworks statewide. Section 1631 of that title allows municipalities to adopt local ordinances that are more restrictive than what the statutes provide. It has been requested that the city allow for sales of fireworks in December for discharge in celebration of the New Year's holiday.

The accompanying proposed ordinance is based upon the current ordinance with the following changes:

- Removal of the reference to the "business district" and insertion of the term "Downtown District". The Downtown District is a defined location in the zoning code, while the business district is not.
- Addition of the requirement that all inspections and permits be completed prior to the commencement of retail sales.
- Addition of the allowable dates of sale in December to be the 15th through the 31st.
- Addition of clarification that permit applications must be submitted at least five business days before the proposed date of sales to allow for inspections to be completed.
- Addition of the date of December 31 for discharge of fireworks.
- Addition of language allowing the Fire Chief to prohibit discharge of fireworks should local conditions make the discharge hazardous.

STAFF RECOMMENDATION

Staff recommends a motion to adopt Ordinance 852.

ATTACHMENTS

Proposed Ordinance 852

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 852

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA RELATING TO PART 10, OFFENSES, CHAPTER 3 OFFENSES AGAINST PEACE, OF THE CODE OF ORDINANCES OF THE CITY OF COWETA, OKLAHOMA, SPECIFICALLY REPEALING ALL EXISTING PROVISIONS OF PART 10, CHAPTER 3, SECTION 10-303 FIREWORKS RESTRICTED, ADOPTING NEW PROVISIONS PERTAINING TO FIREWORKS RESTRICTED, PROVIDING FOR REPEAL, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION 1. AMENDATORY. Chapter 10, Section 10-303 of the City of Coweta, Oklahoma's Code of Ordinances is hereby repealed. In lieu thereof there is hereby adopted the following:

SECTION 10-303 FIREWORKS RESTRICTED

A. The word "fireworks" as used in this section shall be as defined in Section 1622 of Title 68 of the Oklahoma Statutes.

B. It is unlawful for any person to sell, manufacture, deliver, offer for retail sale, or discharge fireworks within the city in violation of the provisions 68 O.S. 1621 et. seq or of this City Code.

C. The retail sale of fireworks is permitted in the city limits, outside the Downtown District, with the following restrictions:

1. The sale of fireworks will be lawful only upon the issuance of a valid and current city permit for the sale of fireworks and the successful completion of all required inspections for the point of sale;
2. The sale of fireworks shall only occur between the dates of June 15 through July 4 and December 15 through December 31 of each year;
3. No person under the age of 16 shall be authorized to sell fireworks;
4. The permit issued by the city shall restrict the location of sales, pursuant to state law, and shall further provide that any structure used for the sale of fireworks shall be removed no later than fourteen (14) calendar days following the last day of legal sales.
5. All applications for permits must be submitted to the city no later than five (5) business days prior to the proposed date for the commencement of sales.

D. It is unlawful to discharge, fire, explode or ignite fireworks at any time in the Downtown District, or on any day except July 3, July 4, and December 31 outside of the hours of 10:00 AM to 12:00 midnight each year.

E. The Fire Chief, or his designee, may prohibit the discharge of fireworks within the city limits due to atmospheric or prevailing local conditions that make such discharge of fireworks hazardous.

F. Fireworks displays may be authorized by the city in accordance with the city's Fire Prevention Code

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

SECTION 3. SEVERABILITY. If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION 4. DECLARING AN EMERGENCY. That for the immediate preservation of the peace, health, and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

PASSED AND APPROVED this 6th day of December 2021.

Evette Young, Mayor

ATTEST:

Julie Casteen, City Clerk

APPROVED:

Ronald D. Cates, City Attorney



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

Memorandum

To: Honorable Mayor, Members of the City Council
Board of Trustees Coweta Public Works Authority
From: Roger Kolman, City/Trust Manager
Re: PFPI Agreement
Date: 12/6/21

BACKGROUND

Currently, the City of Coweta is experiencing most of its commercial and residential growth north of 121st Street. The existing sanitary sewer infrastructure on the east side of Highway 51 is a mixture of 8" and 12" lines that will inhibit additional growth in that area.

The developer of the Woods subdivision, Tulsa L. Dev., LLC has designed the necessary infrastructure improvements and solicited bids for the construction in accordance with Oklahoma State Statutes. The project will consist, broadly, of the removal of the sanitary sewer lift station north of 116th Street S and the installation of an 18" sanitary sewer line from the south property line of the subdivision to an existing manhole on the west side of Highway 51. The lowest responsible bidder, Stronghand, LLC is prepared to move forward with the project as soon as possible. The lowest bidder cost for the project is \$ 674,327.76

This project is regional in nature in that it significantly increases the sanitary sewer capacity north of 121st Street and removes from the city's maintenance an existing lift station. As such, the use of a payback agreement is appropriate for this public infrastructure that will allow development to continue to occur in that portion of the city. In accordance with Resolution 2019-05, the use of sanitary sewer tap fees generated within the Woods subdivision to reimburse the developer for the regional improvements is appropriate as these improvements increase system capacity. The reimbursement, limited to the actual cost to construct the project and the amount of fees generated by the Woods subdivision, will continue to be paid by homebuilders in the subdivision and returned to the developer within the specified time.

STAFF RECOMMENDATION

Staff recommends the approval of the PFPI Agreement.

ATTACHMENTS

PFPI Agreement
Project Plan Set
Project Bid Tabulation
Benefited Drainage Basin

PRIVATELY FUNDED PUBLIC IMPROVEMENTS AGREEMENT

This Privately Funded Public Improvements Agreement ("Agreement") is made and entered into on this ___ day of _____, 2021 by and among the CITY OF COWETA, an Oklahoma municipal corporation and the COWETA PUBLIC WORKS AUTHORITY, an Oklahoma Public Trust having the City of Coweta as its beneficiary (collectively "Coweta"), and TULSA L DEV., LLC, an Oklahoma limited liability company ("Developer"). Coweta and Developer may be individually referred to as "Party", and together are the "Parties."

Consideration shall be the mutual covenants and obligations as herein contained, the Parties recognizing good value therefor.

The Parties recognize that it is in their mutual best interest that certain public improvements (to include, for purposes of this Agreement, sewer utility lines of specific benefit to the Developer and of general benefit to the public) should be constructed and that, in the instance of the Developer, initial payment for the construction of such public improvements by the Developer or Developer's agents inures to the benefit of Coweta. It is, therefore, appropriate that the Developer receive subsequent reimbursement, either in whole or in part as provided herein, from third party users of such public improvements for costs expended in the construction of such public improvements. For purposes of this Agreement, such public improvements are limited to certain Sewer System Improvements, as such term is defined herein. Such limitation does not limit the capacity of the Parties to enter into a similar agreement for the purpose of providing other public improvements.

ARTICLE I. **SEWER SYSTEM IMPROVEMENTS**

1. Construction Documents. Coweta and the Developer agree that approved construction documents, including construction plans, specifications, special provisions and a public construction contract with a contractor selected in accordance with the Oklahoma Public Competitive Bidding Act (collectively, the "Construction Documents") have been prepared in such a manner that depict, in their totality, site preparation for a new sanitary sewer line, construction of 2,470 linear feet of 18-inch sewer line, manholes, conduit, right-of-way clearing and repair work (collectively, the "Sewer System Improvements"). Coweta and the Developer further agree that the Construction Documents specifically include plans showing the location and other relevant attributes of the aforementioned 18-inch sewer line as a part of the proposed Sewer System Improvements (the "Sewer Line") and that such Sewer Line will be a mutually advantageous improvement when constructed. Furthermore, the Parties recognize and agree that the Sewer Line is more particularly identified in Exhibit A (Construction Documents), attached hereto and incorporated herein by reference. As set forth herein, the Developer shall pay all costs and expenses of constructing and installing the Sewer Line and will seek recovery of such costs and expenses solely through reimbursement of Sewer Tap Fees (as such term is hereinafter defined) received by Coweta within the assessment area depicted and described on Exhibit F (the "Assessment Area").

2. Permits. The Parties acknowledge that the "Work", as defined and depicted within said Construction Documents, has been granted an Oklahoma Department of Transportation

(ODOT) Right-of-Way and Utility Permit associated with the highway bores and the sanitary sewer line construction directly associated with the Sewer System Improvements, and as well as an Oklahoma Department of Environmental Quality (ODEQ) "Permit to Construct" (collectively, the "Current Permits"). The cost of said Permits has been paid by Developer. Developer shall also obtain any additional permits that may be necessary for Developer to complete the Work and Sewer System Improvements, including, without limitation (a) any permit required for crossing the railway line running parallel to the west of State Highway 51, and (b) any permit required for crossing State Highway 51 (the "Additional Permits", and, together with the Current Permits, collectively, the "Permits"). The cost of the Permits shall be included in the Final Sewer System Costs.

3. Rights-of-Way. All rights-of-way necessary for the construction of the Sewer System Improvements have been acquired by and granted to Coweta. Developer neither has nor will have any responsibility with respect to obtaining or paying for said rights of way or any other real property rights or interests required for construction, installation or operation of the Sewer System Improvements.

4. General Contractor. Coweta and the Developer mutually agree and covenant that Developer shall enter into a general construction contract with a general construction contractor ("General Contractor") that shall require such General Contractor, in good and first class workmanlike manner, to furnish all materials, equipment and labor required to construct said Sewer System Improvements, together with all necessary appurtenances thereto, including without limitation the Sewer Line, in a manner conforming to the Construction Documents. Pursuant to the terms of the Construction Documents, said General Contractor shall hold Coweta and the Developer harmless against any liability for damages, claims, losses, costs or expenses (collectively "Claims") arising out of or resulting from such construction or the activities in connection therewith undertaken by the General Contractor or its employees, agents or contractors, except to the extent any such Claim(s) result from the negligence or willful misconduct of Coweta's or the Developer's agents or employees. The Construction Documents shall impose appropriate insurance requirements on the General Contractor and shall provide that Coweta and the Developer are additional insureds under the policies required to be obtained by the General Contractor and that the General Contractor shall obtain performance, labor and material payment, and maintenance bonding as required by Oklahoma State Statutes and Coweta's Ordinances with the Developer and Coweta as the beneficiaries of said bonds.

5. Inspection. At all times during the progress of said construction Work, Coweta shall have the right, at its own cost and expense, to inspect the materials, workmanship and all parts of the construction of said Sewer System Improvements. All materials furnished and work done shall be completed to the satisfaction of Coweta. Except as may be specifically provided in the Construction Documents, Developer shall have no obligation to inspect the progress, materials or workmanship of the Work and Sewer System Improvements.

6. Initial Statement of Certified Costs and Expenses. Coweta and the Developer agree that the original estimated costs and expenses associated with construction and installation of the Sewer Line, as included in the bid by the General Contractor for the Work on the Sewer System Improvements (the "Bid Proposal") depicted in the Construction Documents is \$403,139.00. All actual costs and expenses directly associated with or attributable to the design, engineering,

consulting and sub-consulting design fees, land acquisition costs, construction management, and government agency review fees associated with the Sewer System Improvements and the Sewer Line (i.e., all costs and expenses not associated with construction and installation of the Sewer Line), shall be, or have been, paid by and are the sole responsibility of Developer and are outside the scope of this Agreement.

Pursuant to the Construction Documents, Coweta will require the foregoing original estimated costs and expenses associated with construction and installation of the Sewer System Improvements, as stated on the Bid Proposal, to be certified by the General Contractor and submitted to Coweta and the Developer (the "Initial Statement of Certified Costs and Expenses"). The Initial Statement of Certified Costs and Expenses shall, by appropriate written acknowledgment of the Parties, be attached hereto and incorporated herein by reference as Exhibit B.

7. Revised and Final Statement(s) of Certified Costs and Expenses. The Initial Statement of Certified Costs and Expenses shall be modified by such subsequent statements of certified costs and expenses as are defined in paragraphs (a) and (b) below:

- (a) The Construction Documents shall require that, upon its receipt and approval by Coweta and the Developer and throughout the construction process of completing the Work associated with construction and installation of the Sewer System Improvements, and in no event less often than once per month during construction and installation, the General Contractor shall prepare and submit to Coweta and the Developer a "Revised Statement(s) of Certified Costs and Expenses" in accordance with any amendments to the Initial Statement of Certified Costs that result in costs and expenses differing from the General Contractor's Bid Proposal with respect to the Construction Documents, one copy of each of which shall, by appropriate written acknowledgment of the Parties, be attached hereto and incorporated herein by reference as Exhibit C after approval and acceptance of same by the City Council of the City of Coweta and Developer, and one copy of which shall be returned to the General Contractor. Subject to Article I.7(c) below, such approved Revised Statement(s) of Certified Costs and Expenses shall be used by Developer as a basis for computing the final cost and expenses of the Sewer System Improvements.
- (b) The Construction Documents shall require that, within thirty (30) days after completion of the construction of the Sewer System Improvements, to include the Sewer Line, or as soon as is practicable after such completion, the General Contractor shall certify the final actual costs and expenses to construct and install the Sewer System Improvements ("Final Sewer System Costs") and submit the same to the Parties ("Final Statement of Certified Costs and Expenses"). Specifically, the General Contractor shall be required to formalize in the Final Statement of Certified Costs and Expenses all costs and expenses directly associated with the construction and installation of the Sewer System Improvements. The Construction Documents shall require that the Final Statement of Certified Costs and Expenses be itemized in a format specified by the Parties and shall separately itemize all costs and expenses directly attributable to the Sewer Line from any other costs and expenses related to the Sewer System Improvements;

but said Final Statement of Certified Costs and Expenses shall not include attorney's fees or any other charge excluded from the scope of this Agreement pursuant to the terms hereof. By appropriate written acknowledgment of the Parties, one copy of such Final Statement of Certified Costs and Expenses shall be attached hereto and incorporated herein by reference as Exhibit D after approval and acceptance of same by the City Council of the City of Coweta and the Developer. One copy shall be returned to the General Contractor. The Final Statement of Certified Costs and Expenses shall be treated as the total actual costs and expenses of the Sewer System Improvements. Developer shall be entitled to receive full reimbursement of the Final Sewer System Costs paid by Developer from the source and in the manner as provided for in this Agreement.

8. Record Drawings. Within a period of ninety (90) days after completion of the construction of the Sewer System Improvements, to include the Sewer Line, or as soon as is practicable, Tanner Consulting, LLC shall prepare and submit to each of Coweta and Developer record drawings showing the correct location, sizes and length of all lines, manholes, conduits, valves and other accessories thereof (the "Record Drawings"), said Record Drawings being drawn to scale by Tanner Consulting, LLC as the engineer of record. After approval and acceptance by the City Council of the City of Coweta and the Developer, one copy shall be supplied to each of the Developer and the General Contractor and, by appropriate written acknowledgment of the Parties, one copy shall be attached to and incorporated by reference in this Agreement as Exhibit E.

ARTICLE II.

CONNECTIONS TO SEWER LINE; REIMBURSEMENTS

1. Connections by Developer; Reimbursement. Upon approval of the Record Drawings and the Final Statement of Certified Costs and Expenses, Developer shall be permitted to make such connection(s) and/or extension(s) to the Sewer System Improvements for further improvements as may be necessary for Developer's planned development and improvements to the Assessment Area. Developer shall pay Coweta a standard connection fee for each sewer connection as charged by Coweta from time to time (the "Sewer Tap Fee"). During the term of this Agreement, Coweta shall reimburse Sewer Tap Fees to Developer for connections Developer makes to the Sewer System Improvements monthly and no later than the fifth (5th) business day after the end of each calendar month. Such reimbursement of Sewer Tap Fees shall be limited to the total amount of the Final Sewer System Costs. Developer is currently the owner of all the land within the Assessment Area. In the event that any land in the Assessment Area shall be sold or transferred, it shall continue to be subject to the requirements of this Agreement and all Sewer Tap Fees paid to Coweta with respect to such land shall be reimbursed to Developer. During the term of this Agreement, Coweta shall not reduce or eliminate its Sewer Tap Fees.

ARTICLE III.

GRANT OF SEWER SYSTEM IMPROVEMENTS TO COWETA

1. Delivery of Sewer System Improvements to Coweta. The Construction Documents shall require that, upon completion of the Sewer System Improvements, to include the Sewer Line, or as soon thereafter as is practicable, in a manner conforming to Coweta's regulations, plans and

specifications, the Developer shall convey and grant to Coweta all right, title, and interest in and to the Sewer Line and the Sewer System Improvements and Coweta shall have the exclusive right to use and operate the same as part of Coweta's sewer system. Coweta's obligation to accept such Sewer System Improvements is contingent upon it being determined by Coweta that the Sewer System Improvements have been constructed in accordance with the Contract Documents, that all labor and materials utilized in the construction of the Sewer System Improvements have been fully paid for, with the appropriate and complete lien releases obtained therefore evidencing same, and that there is in place a two (2) year maintenance bond for the benefit of Coweta containing the content and in the form normally required by Coweta on public construction contracts. Acceptance of the Sewer System Improvements by Coweta will not be unreasonably withheld. Subject to Article II hereof, Coweta shall have the right to install service connections and meters, to connect other sewer lines to the Sewer System Improvements and to extend and enlarge the Sewer System Improvements to serve additional areas with sewer line access within the Assessment Area.

ARTICLE IV. **MISCELLANEOUS**

1. Representations and Warranties of Coweta. Coweta hereby represents and warrants to Developer that no additional easements, rights-of-way grants, licenses or permits (except the Permits specifically described in Article I.2 above) are required for Developer to complete the construction of the Sewer System Improvements. Coweta hereby represents and warrants that it has the right, title, capacity and authority to enter into this Agreement.

2. Term of Agreement. This Agreement shall run from the date the fully constructed Sewer System Improvements are approved and accepted by the City Council of the City of Coweta until Developer has been fully repaid for all Final Sewer System Costs. At such time as Developer confirms in writing to Coweta that Developer has been paid in full, this Agreement shall be fully satisfied and neither Coweta nor third parties owning property in the Assessment Area shall have any further obligations to the Developer under this Agreement.

3. Contract Documents. This Agreement consists of the following Contract Documents, all of which are incorporated herein as fully a part of this Agreement whether attached hereto or not, as if herein set out verbatim and attached hereto.

- | | |
|------|---|
| i. | This Agreement, upon execution by the Parties |
| ii. | Exhibit A Construction Documents |
| iii. | Exhibit B Initial Statement of Certified Costs and Expenses (Bid Proposal),
with respect to the Sewer Line |
| iv. | Exhibit C Revised Statements(s) of Certified Costs and Expenses, with
respect to the Sewer Line |
| v. | Exhibit D Final Statement of Certified Costs and Expenses, with respect to
the Sewer Line |
| vi. | Exhibit E Record Drawings |
| vii. | Exhibit F Assessment Area Map and Legal Description |

The foregoing Contract Documents, together with this instrument, constitute the entire Agreement between the Parties hereto.

4. Agreement Non-Assignable. Neither this Agreement nor any of the rights hereunder shall be sold, assigned, or encumbered by either party without the prior written consent of the other party. Notwithstanding the foregoing, Developer shall have the right to sell or transfer land within the Assessment Area. In such event, Developer shall continue to be entitled to reimbursement of any Sewer Tap Fees collected by Coweta for connections to the Sewer System Improvements made by third parties in the Assessment Area throughout the term of this Agreement.

5. Successors. This Agreement shall be binding upon the heirs, successors, and assigns of the Parties.

6. Sewer System Improvements. Developer's construction of the Sewer System Improvements shall be conducted in a reasonable and timely manner as determined by the Developer and the General Contractor.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in triplicate, this _____, day of _____, 2021.

CITY OF COWETA,
an Oklahoma municipal corporation

Evette Young, Mayor

Attest:

City/Trust Clerk

COWETA PUBLIC WORKS AUTHORITY,
an Oklahoma Public Trust

Evette Young, Chairman

Approved as to Form:

Ronald D. Cates, City/Trust Attorney

TULSA L DEV., LLC,
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
CONSTRUCTION DOCUMENTS

General Notes

- 1.1 TOPOGRAPHIC INFORMATION SHOWN HEREIN WAS PROVIDED BY TANNER CONSULTING, LLC.
- 1.2 VERTICAL INFORMATION IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). HORIZONTAL INFORMATION IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) (1993), OKLAHOMA STATE PLANE COORDINATE SYSTEM NORTH ZONE 3501, U.S. SURVEY FEET.
- 1.3 WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN CITY OF COWETA UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.
- 1.4 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY WORK ORDERS AND PERMITS FROM THE CITY, INCLUDING PROVISION OF BONDS AND INSURANCE AS REQUIRED.
- 1.5 THE CONTRACTOR SHALL NOTIFY THE ENGINEERING AND CONSTRUCTION DEPARTMENT AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.
- 1.6 ONE-TIME CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER. ANY RESTAKING WILL BE REQUESTED AND PAID FOR BY THE CONTRACTOR.
- 1.7 RIGHT-OF-WAY PERMIT IS REQUIRED FOR ALL WORK IN COWETA RIGHT-OF-WAY. PLEASE CALL 918-486-0189 FOR PERMIT INFORMATION.

Benchmark 1

CHISELED BOX SET ON THE SOUTH CURB OF ACCESS ROAD, LOCATED 740 FEET EAST AND 6 FEET SOUTH OF NORTHWEST PROPERTY CORNER.
N: 371,517.95 E: 2,657,665.40
ELEVATION = 668.84 (NAVD 88)

Benchmark 2

BRASS CAP FOUND, LOCATED AT THE SOUTHWEST CORNER OF THE NW/4.
N: 370,614.78 E: 2,656,946.43
ELEVATION = 660.43 (NAVD 88)

Benchmark 3

SET MAGNETIC NAIL IN ASPHALT, LOCATED ON CREEK HOLLOW ROAD, 13 FEET WEST AND 28 FEET SOUTH THE NORTHWEST CORNER OF LOT 3 BLOCK 2 OF "CREEK HOLLOW II"
N: 369,283.53 E: 2,657,674.34
ELEVATION = 659.30 (NAVD 88)

Contact List

TANNER CONSULTING, LLC
JUSTIN MORGAN
5323 SOUTH LEWIS AVE
TULSA, OK 74105
PHONE: (918) 745-9929

CITY OF COWETA
TOM YOUNG
310 SOUTH BROADWAY
COWETA, OK 74429
PHONE: (918) 486-2189

AEP/PSO
STEVE WILLIAMS
5224 EAST 15TH STREET
TULSA, OK 74112
PHONE: (918) 599-6509

OKLAHOMA NATURAL GAS
KYMBERLY VOSSLER
5848 EAST 15TH STREET
TULSA, OK 74112
PHONE: (918) 831-8251

WINDSTREAM
JOHNNIE PATTON
1814 WEST TACOMA STREET
BROKEN ARROW, OK 74012
PHONE: (918) 451-3463

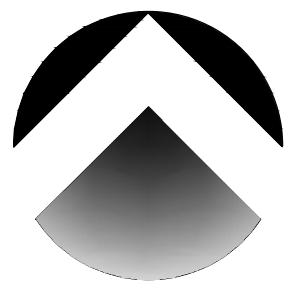
COX COMMUNICATIONS
CHRIS LONG
11811 EAST 51ST STREET
TULSA, OK 74145
PHONE: (918) 286-4665

Legend

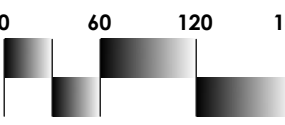
FH FIRE HYDRANT
FL FLOW LINE
GM GAS METER
IPF IRON PIN FOUND
LP LIGHT POLE
MKR MARKER
PFG PIN FLAG GAS
PTT PIN FLAG TELEPHONE
PFW PIN FLAG WATER
PP POWER POLE
SS SANITARY SEWER
TPED TELEPHONE PEDESTAL
TR TOP RIM
TSB TRAFFIC SIGNAL BOX
UG UNDERGROUND GAS
WL WATERLINE
WM WATER METER
WV WATER VALVE
XFMR TRANSFORMER

The Woods Offsite Sanitary Sewer

PART OF SECTION THIRTY-SIX (36) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST AND
PART OF SECTION ONE (1) TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA



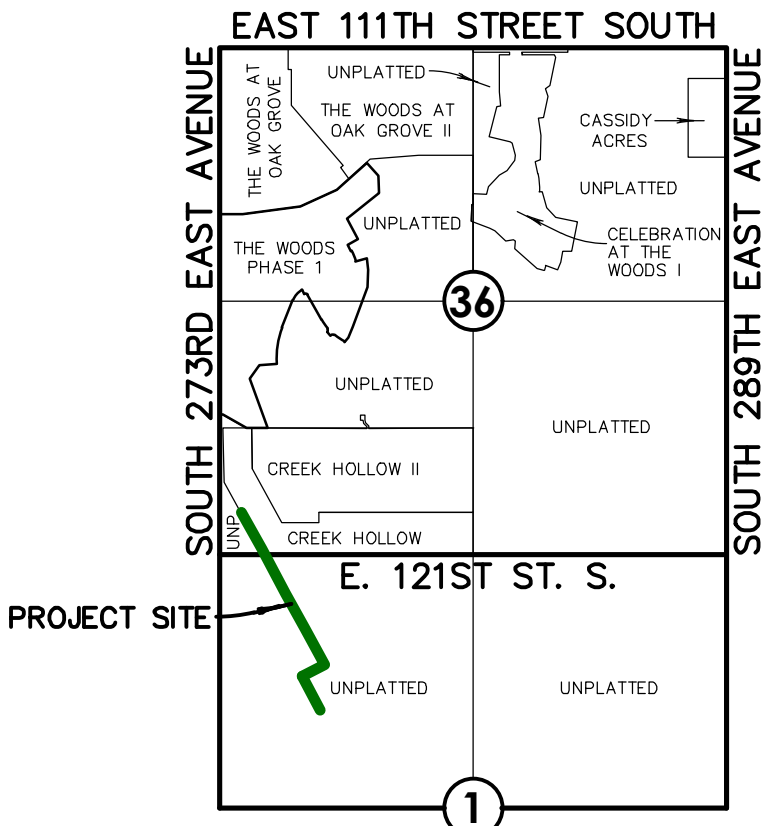
NORTH



Scale: 1"= 120'

Tanner Consulting

R 15 E



Location Map

Scale: 1"= 2000'



NORTH

OWNER:

Tulsa L Dev, LLC

P.O. Box 10560

Fayetteville, AR 72703

Phone: (479) 301-6639

Full Set Index

SHEET NUMBER - NAME

- SSS1 - SANITARY SEWER COVER SHEET
SSS2 - SANITARY SEWER PLAN-PROFILE MH-01 TO MH-04
SSS3 - SANITARY SEWER PLAN-PROFILE MH-04 TO MH-07
SSS4 - OFFSITE SEWER DETAILS
SSS5 - OFFSITE SEWER DETAILS & NOTES

Coordinate Table

Manhole	Northing	Easting
01	366384.47	2658093.51
02	366728.90	2657890.12
03	366853.86	2658120.08
04	367229.43	2657905.00
05	367593.90	2657696.29
06	368027.80	2657447.82
07	368422.63	2657221.69

* SEE NOTE 1.2



Tanner Consulting LLC
CIVIL ENGINEERING | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING

5323 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105-6539
OFFICE: 918.745.9929
www.tannerbaltshop.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 2661 EXP. 6/30/2023



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REVISION	DATE
1	09/08/21

Plot Date: 10/19/21

ALL CONSTRUCTION TO BE IN STRICT ACCORDANCE WITH CURRENT CITY OF COWETA STANDARDS AND SPECIFICATIONS (INCLUDING O.D.O.T. 2009 EDITION).

The Woods Offsite Sanitary Sewer

Part of the NW/4 and N/2 SW/4 Section 36 T-18-N R-15-E
Coweta, Oklahoma

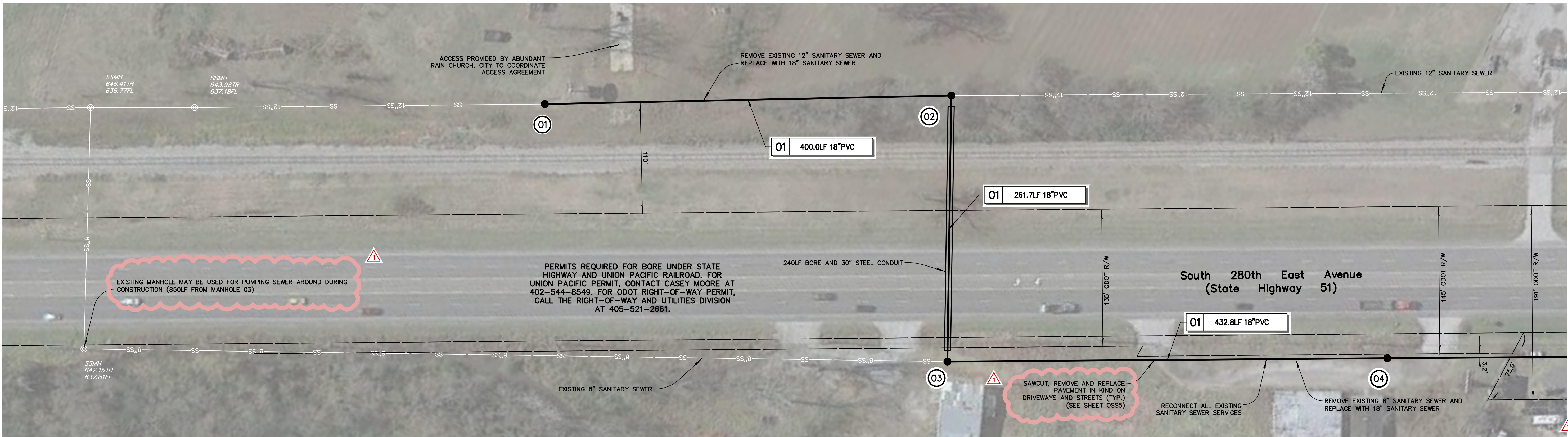
PROJECT: 20019
ISSUE DATE: 08/13/2021

PLAN SCALE: (H) 1"=120'
(V) N/A

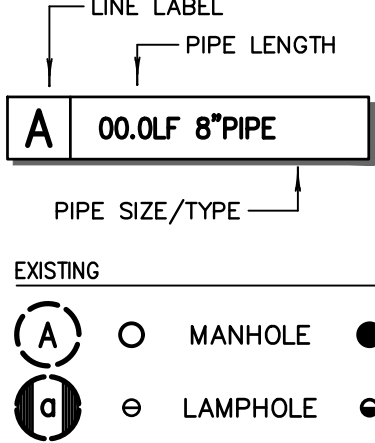
Sanitary Sewer
Cover Sheet

OSS1

01 OF 05



Legend



- FL
GM
IPF
LP
MVR
PFG
PFT
PFW
PP
R/W
SS
TPED
TR
WM
XFMR
- FLOW LINE
GAS METER
IRON PIN FOUND
LIGHT POLE
MARKER
PIN FLAG GAS
PIN FLAG TELEPHONE
PIN FLAG WATER
POWER POLE
RIGHT-OF-WAY
SANITARY SEWER
TELEPHONE PEDESTAL
TOP RIM
WATER METER
TRANSFORMER

UTILITY LINES LOCATED UNDER PAVED STREETS SHALL BE LAID IN TYPE A AGGREGATE BASE AND THE TRENCH COMPLETELY FILLED TO SUBGRADE WITH TYPE A AGGREGATE BASE COMPACTED TO 95% STANDARD DENSITY, OR FLOWABLE FILL, AS SHOWN ON PROFILES.

Benchmark 1

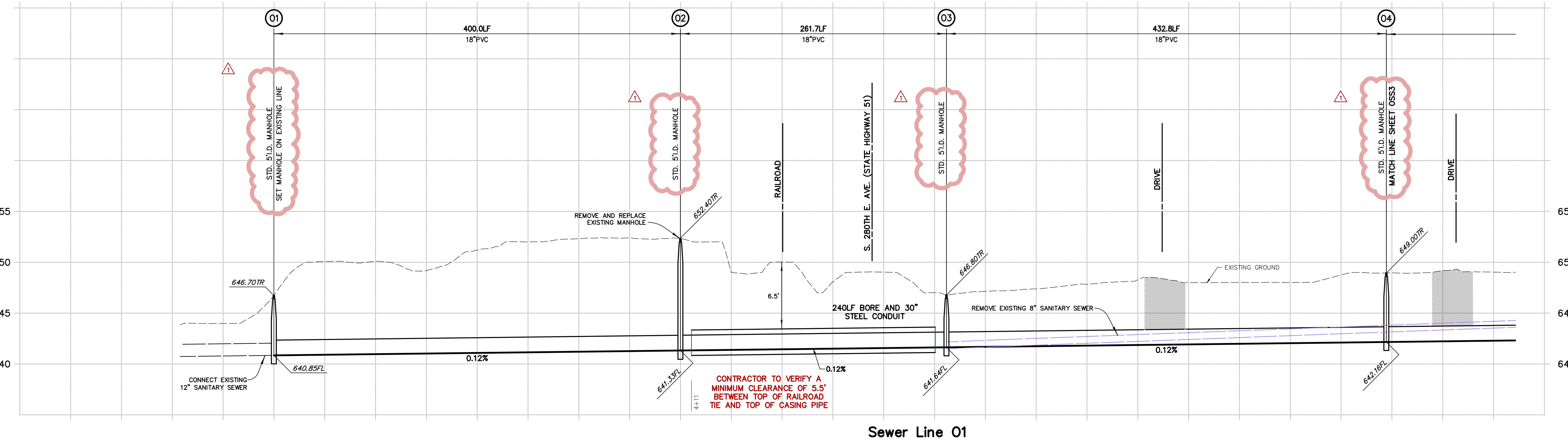
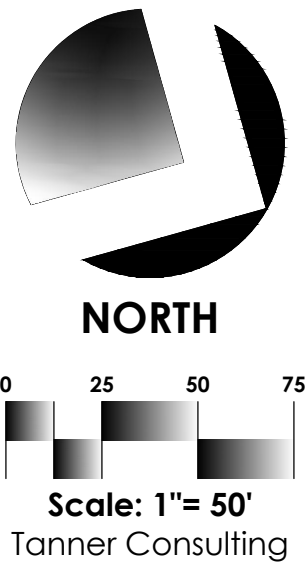
CHISELED BOX SET ON THE SOUTH CURB OF ACCESS ROAD, LOCATED 740 FEET EAST AND 6 FEET SOUTH OF NORTHWEST PROPERTY CORNER.
N: 371,517.95 E: 2,657,665.40
ELEVATION = 668.84 (NAVD 88)

Benchmark 2

BRASS CAP FOUND, LOCATED AT THE SOUTHWEST CORNER OF THE NW/4.
N: 370,614.78 E: 2,656,946.43
ELEVATION = 660.43 (NAVD 88)

Benchmark 3

SET MAGNETIC NAIL IN ASPHALT, LOCATED ON CREEK HOLLOW ROAD, 13 FEET WEST AND 28 FEET SOUTH THE NORTHWEST CORNER OF LOT 3 BLOCK 2 OF "CREEK HOLLOW II".
N: 369,283.53 E: 2,657,674.34
ELEVATION = 659.30 (NAVD 88)



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REVISION	DATE
1	09/08/21

DATE	REVISION
11/18/20	FIRST SUBMITTAL
04/01/21	SECOND SUBMITTAL
05/10/21	THIRD SUBMITTAL
08/13/21	CONSTRUCTION SET
09/08/21	REVISION 1

PLOT DATE: 9/08/21

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The Woods Offsite Sanitary Sewer

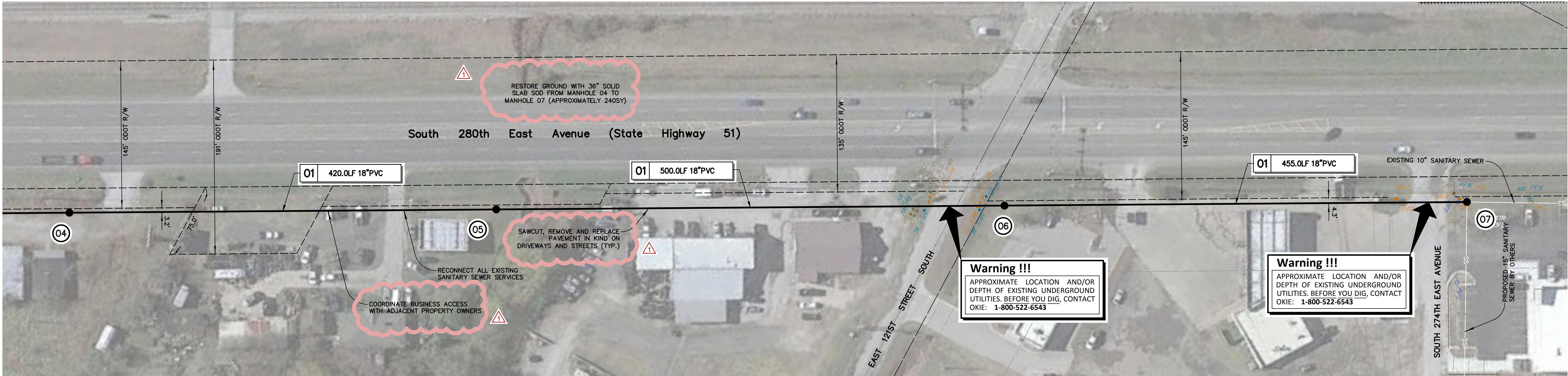
Part of the NW/4 and N/2 SW/4 Section 36 T-18-N R-15-E
Coweta, Oklahoma

PROJECT: 20019
ISSUE DATE: 08/13/2021

PLAN SCALE: (H) 1" = 50'
(V) N/A

Sanitary Sewer
Plan-Profile
MH-01 to MH-04

OSS2
02 OF 05



Legend

LINE LABEL
PIPE LENGTH
PIPE SIZE/TYPE
EXISTING
PROPOSED

00.0LF 8\"/>

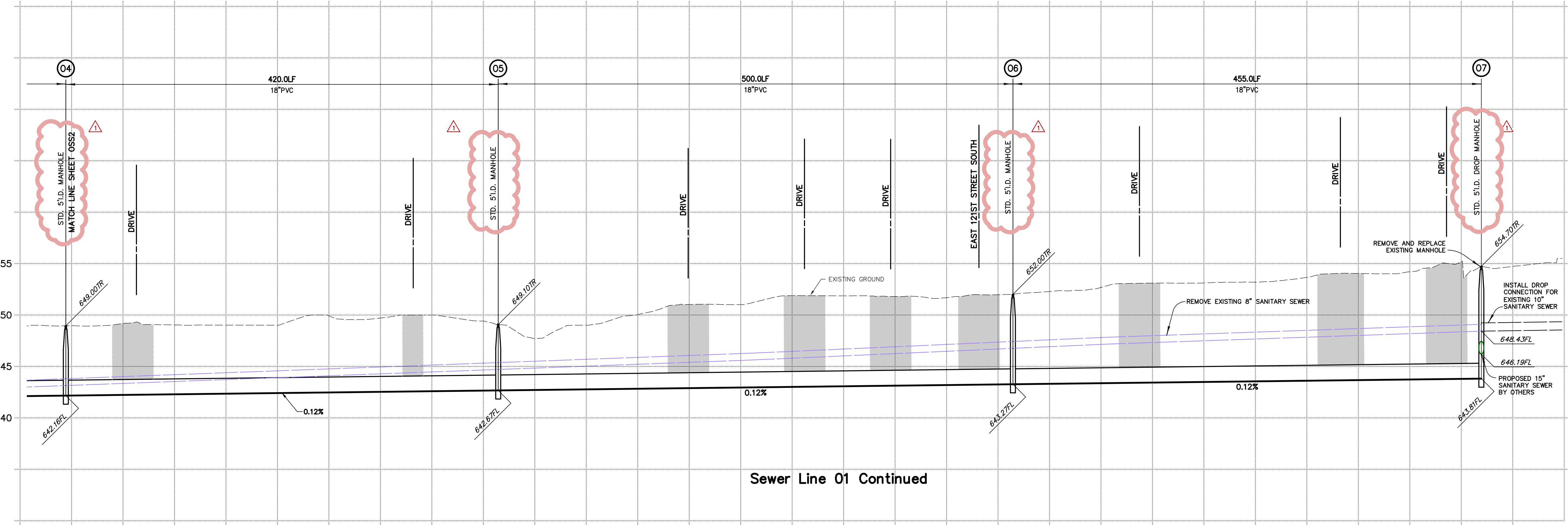
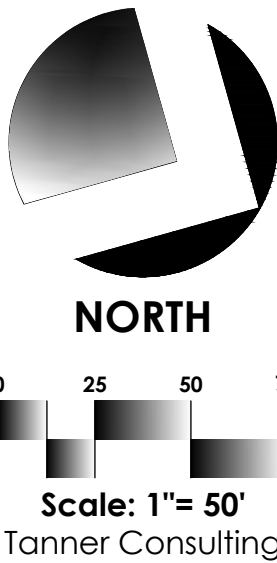
- FL
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REVISION	DATE
FIRST SUBMITTAL	11/18/20
SECOND SUBMITTAL	04/01/21
THIRD SUBMITTAL	05/10/21
CONSTRUCTION SET	08/13/21
REVISION 1	09/08/21

PLOT DATE: 10/19/21

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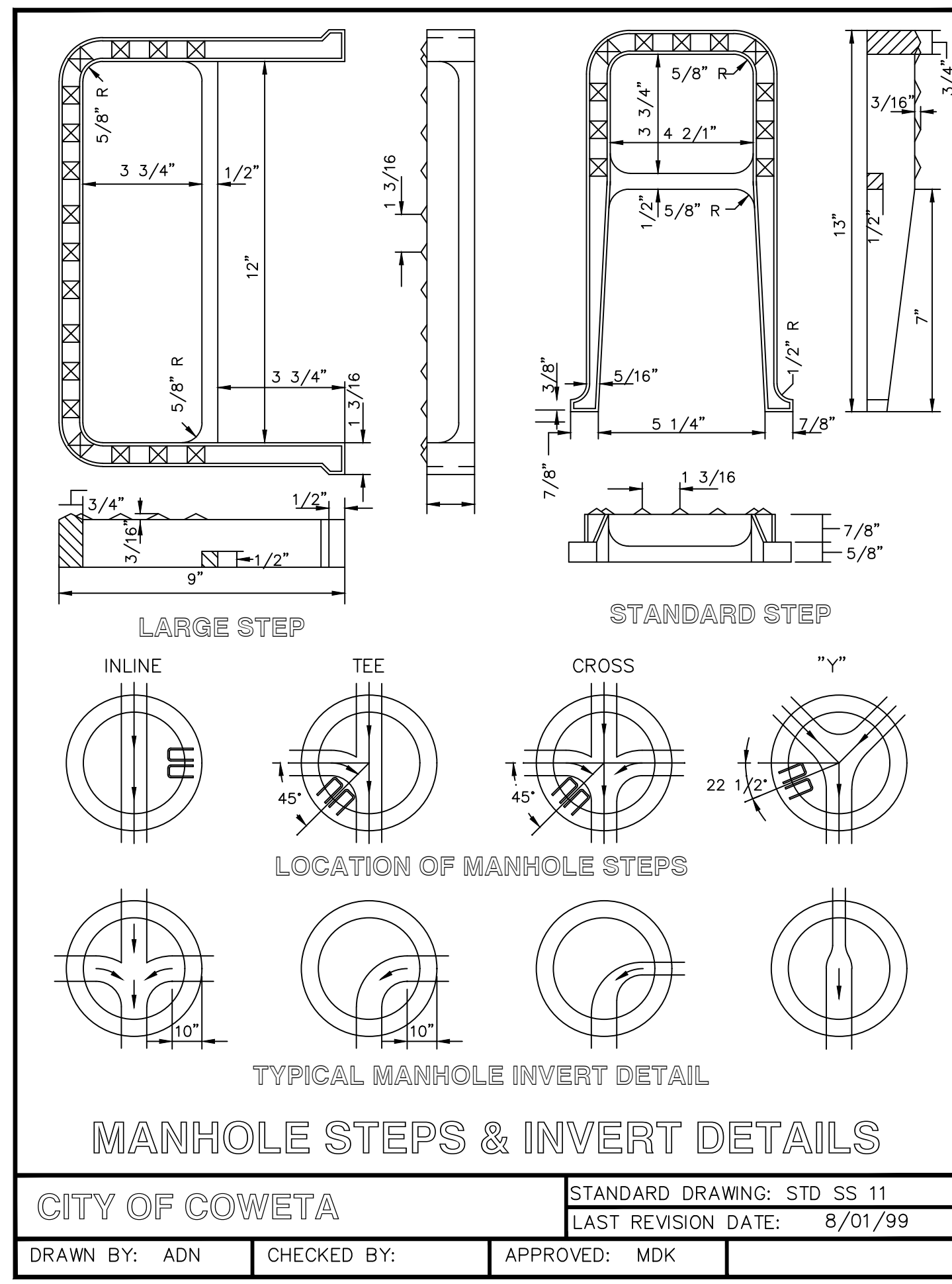
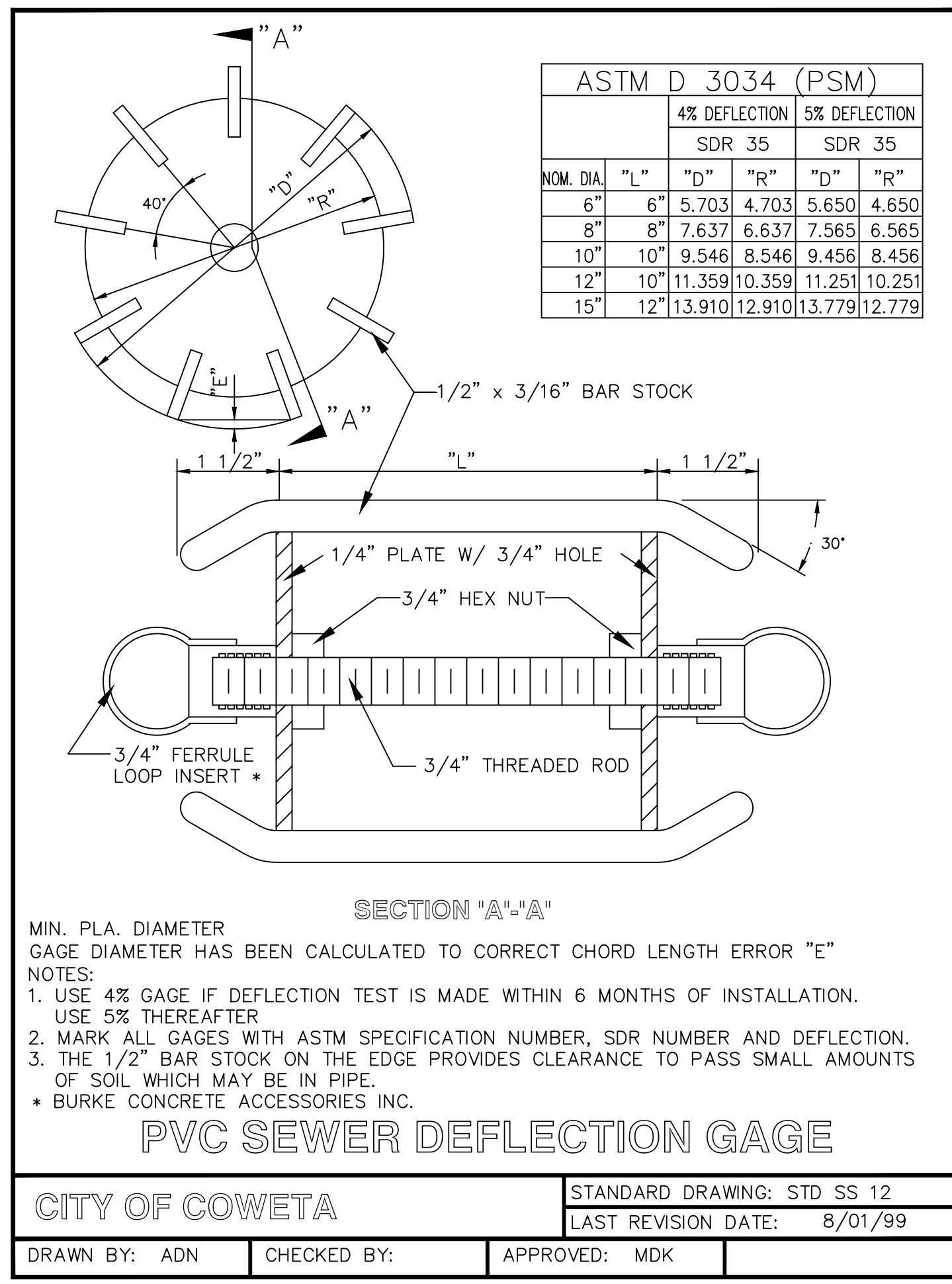
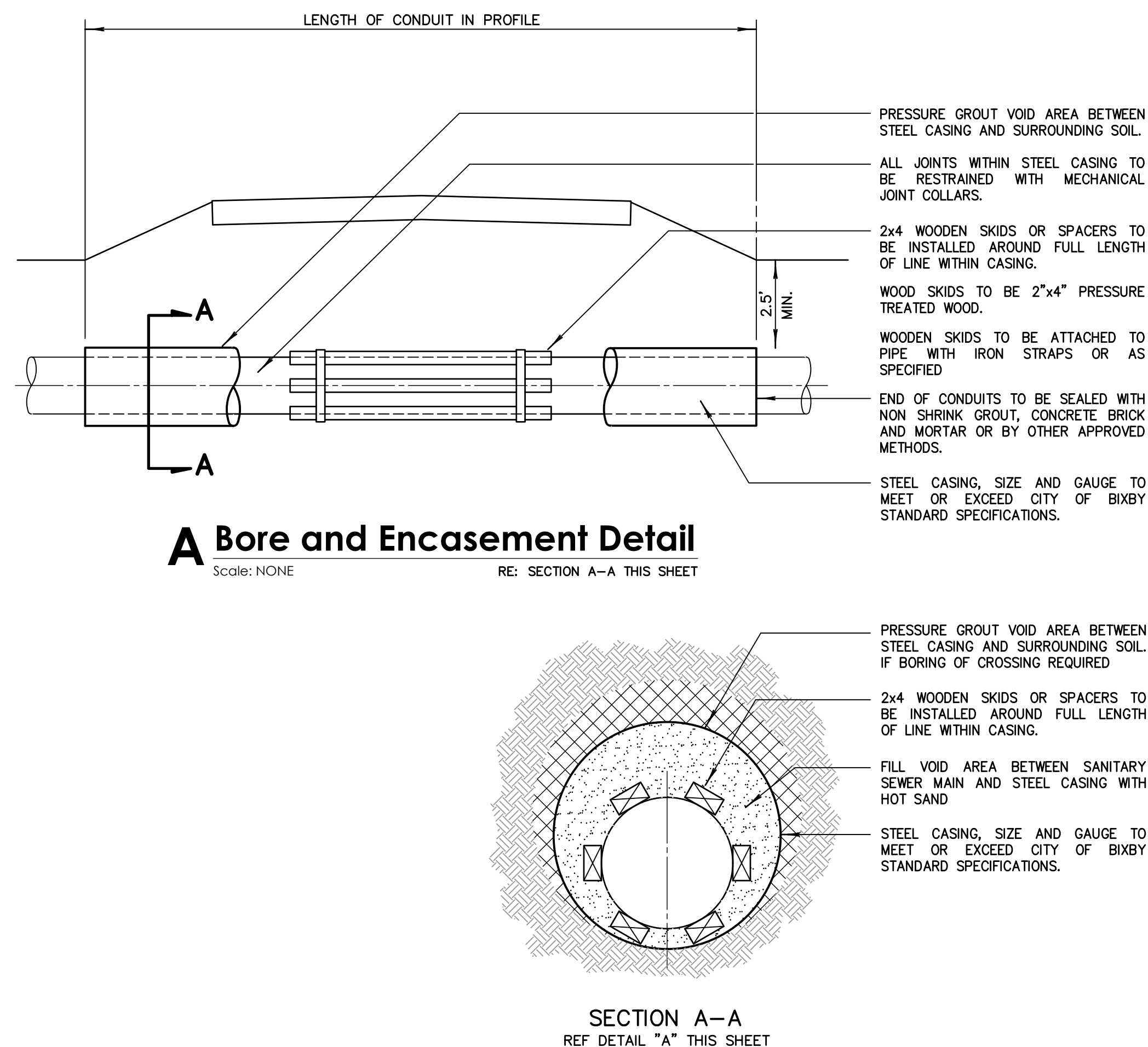
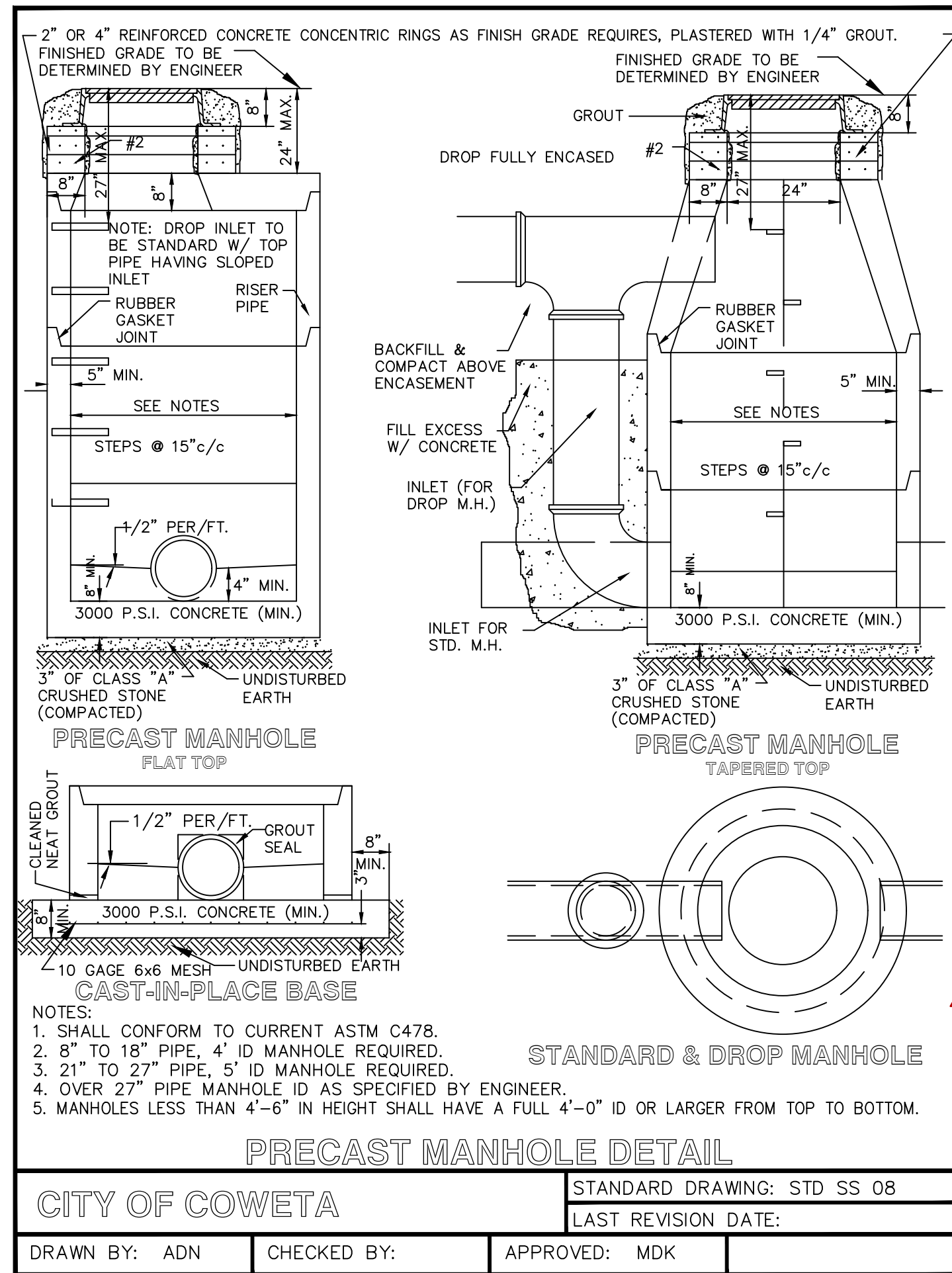
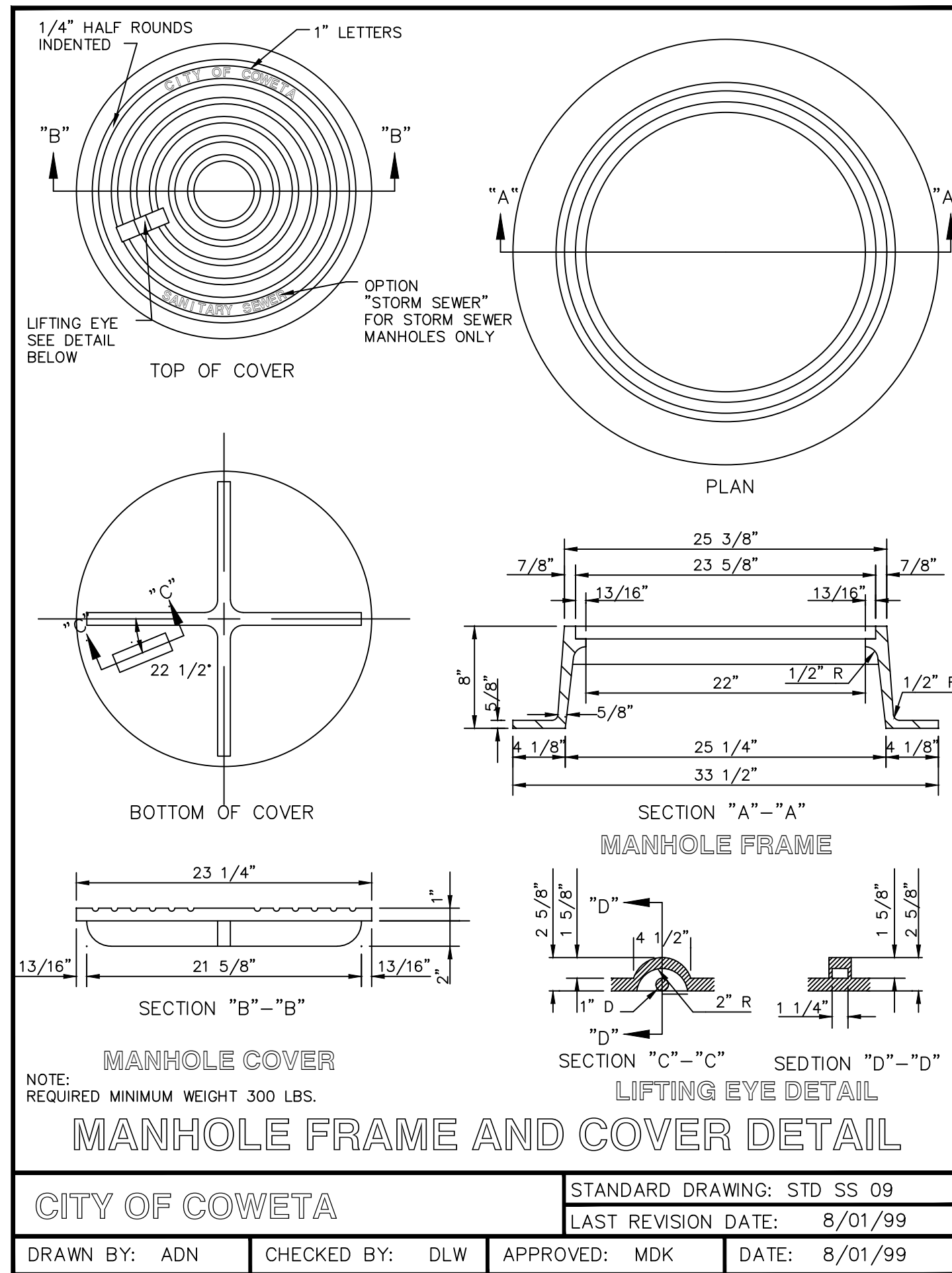
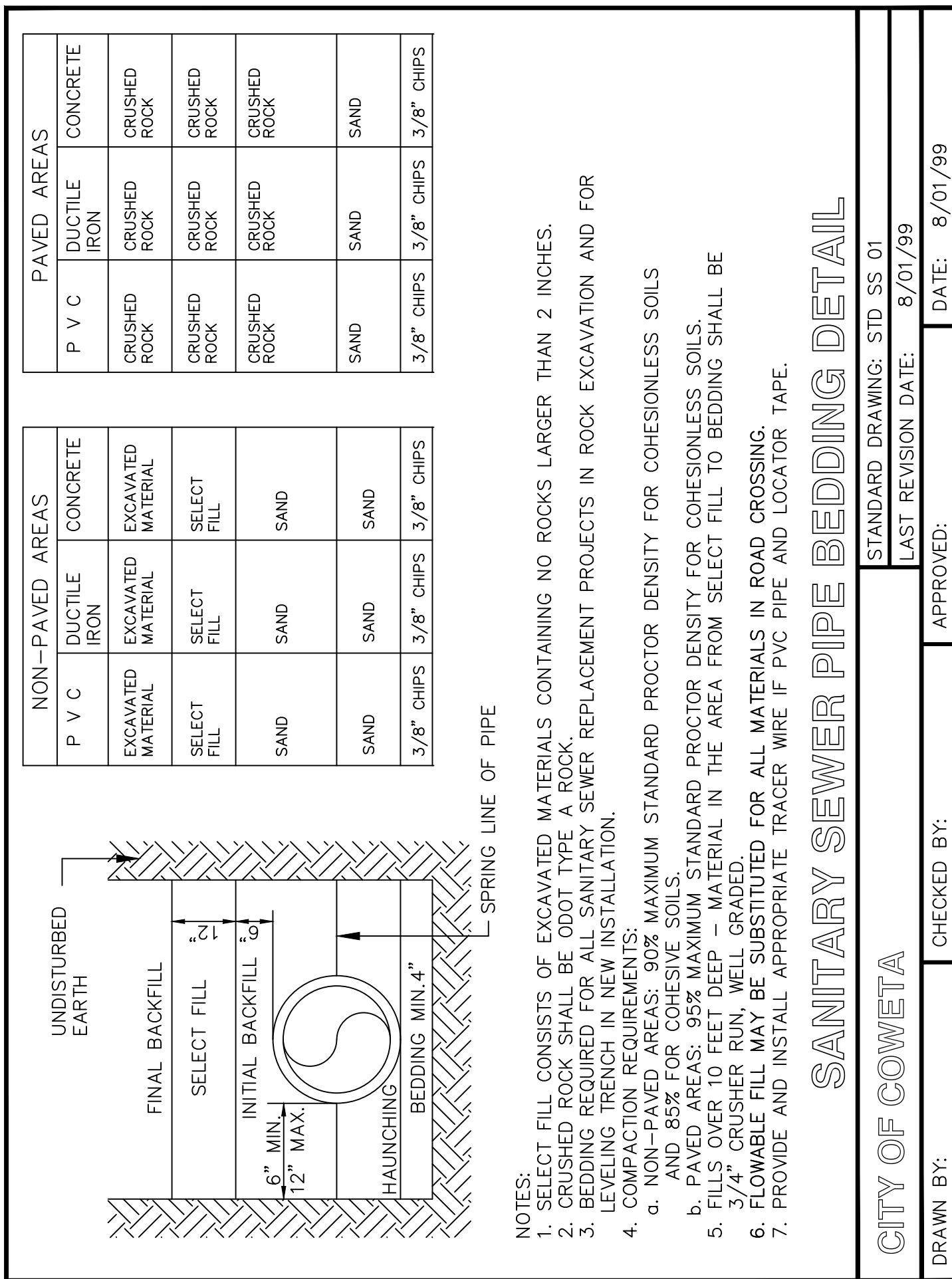
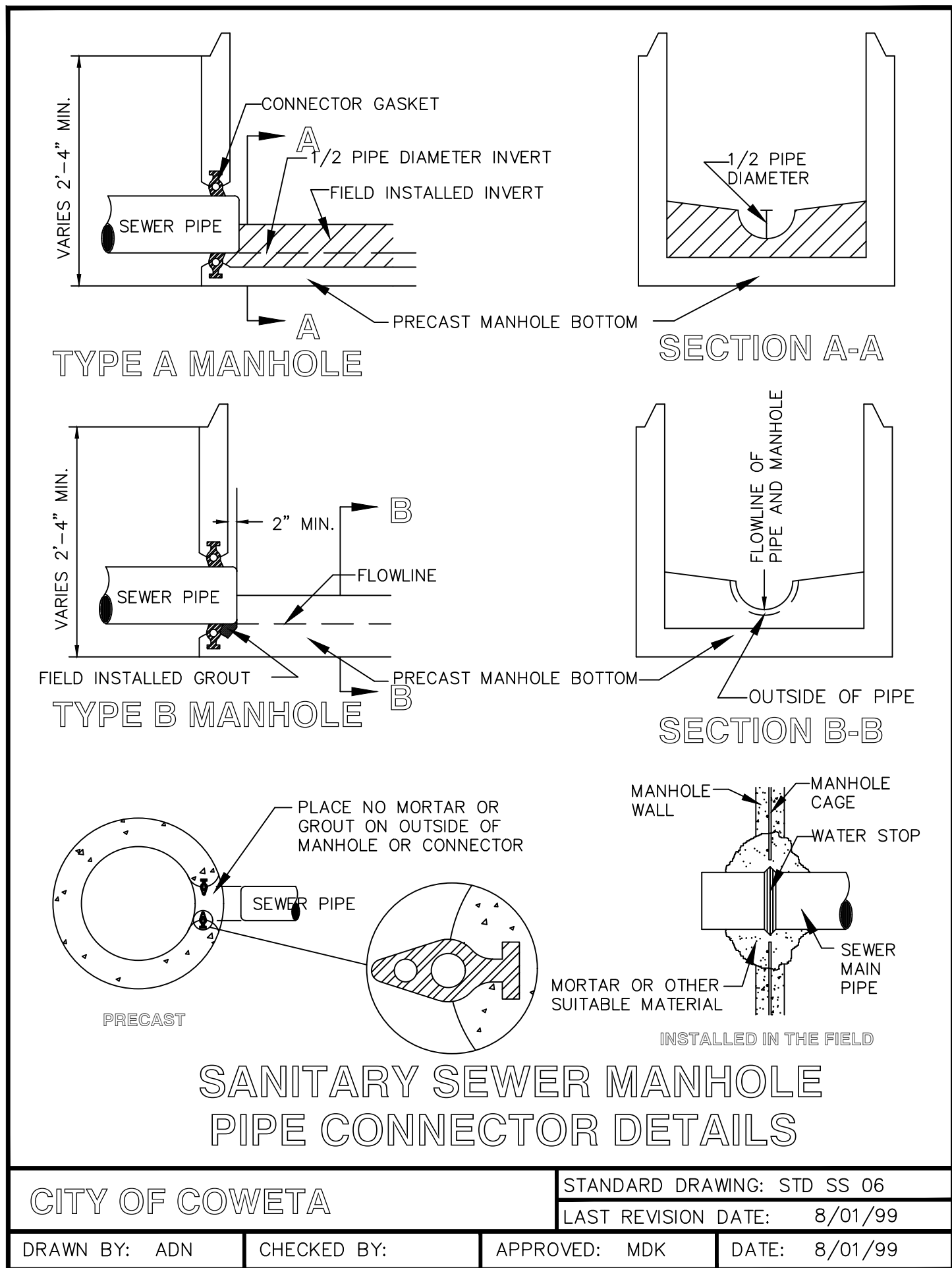
The Woods Offsite Sanitary Sewer

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Coweta, Oklahoma

PROJECT: 20019
ISSUE DATE: 08/13/2021

PLAN SCALE: (H) 1" = 50'
(V) N/A

Sanitary Sewer
Plan-Profile
MH-04 to MH-07



JUSTIN P. MORGAN
Professional Engineer
Tanner Consulting LLC
Civil Engineering | Land Surveying
Landscape Architecture | Planning
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REVISION	DATE
1	09/08/21

PLOT DATE: 9/08/21

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Coweta, Oklahoma

PROJECT: 20019
ISSUE DATE: 08/13/2021

PLAN SCALE: (H) N/A
(V) N/A

Offsite Sewer Details

OSS4
04 OF 05



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REVISION	DATE
MILESTONE	DATE
FIRST SUBMITTAL	11/18/20
SECOND SUBMITTAL	04/01/21
THIRD SUBMITTAL	05/10/21
CONSTRUCTION SET	08/13/21
REVISION 1	09/08/21
PLOT DATE: 9/08/21	

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PLAN SCALE: (H) N/A
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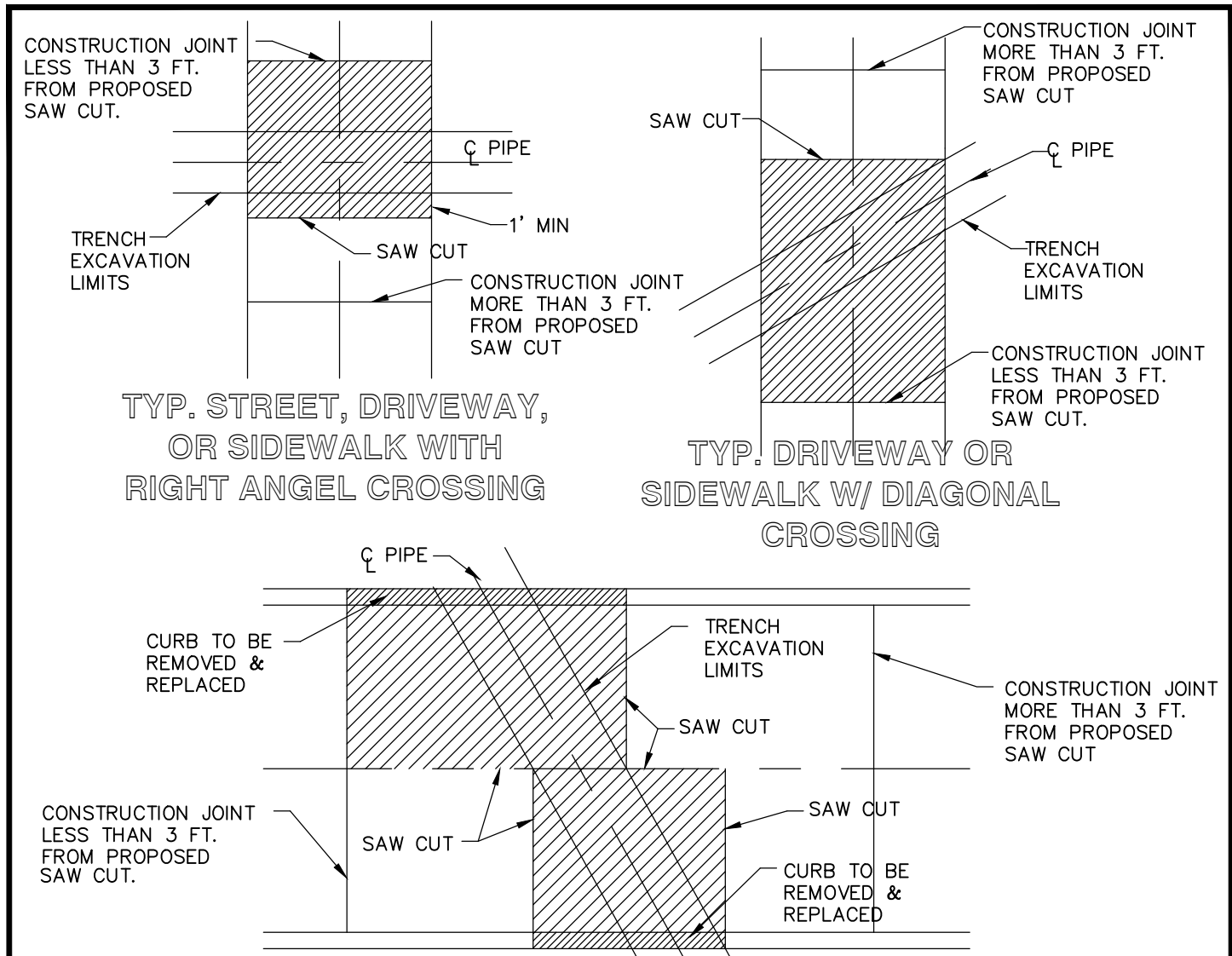
**Offsite Sewer
Details & Notes**

OSS5

04 OF 05

Sanitary Sewer Construction Notes

- ALL SANITARY SEWER COLLECTION SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT ENGINEERING AND CONSTRUCTION DEPARTMENT STANDARDS AND SPECIFICATIONS.
- ALL SANITARY SEWER COLLECTION SYSTEM CONSTRUCTION SHALL BE INSPECTED BY THE CONTRACT ADMINISTRATORS FOR THE AUTHORITY HAVING JURISDICTION, IN ACCORDANCE WITH JURISDICTIONAL POLICY.
- THE CONTRACTOR SHALL VERIFY UTILITY LOCATIONS BEFORE EXCAVATING, AND SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PUBLIC OR PRIVATE UTILITY COMPANIES IN THE VICINITY OF CONSTRUCTION.
- THE CONTRACTOR SHALL VERIFY THE INVERT AND FLOWLINE ELEVATIONS OF THE EXISTING SANITARY SEWER PRIOR TO LAYING ANY NEW PIPE.
- PVC SEWER PIPE SHALL BE ASTM D1784 SDR-35, UNLESS OTHERWISE SHOWN.
- MANHOLES LESS THAN 4'-6" IN HEIGHT SHALL HAVE A FULL 5'-0" INSIDE DIAMETER FROM TOP TO BOTTOM.
- ALL PRECAST MANHOLES SHALL HAVE ADJUSTABLE TOP RIMS PROVIDING SIX (6) INCHES, PLUS OR MINUS, FOR ADJUSTMENT TO FINAL GRADES. ELEVATIONS SHOWN ON PLANS MAY BE ADJUSTED WHILE THE WORK IS IN PROGRESS TO CONFORM TO FINAL IN-PLACE PAVING AND LANDSCAPE GRADES.
- THE UTILITY CONTRACTOR ASSUMES THE RISK OF ORDERING PRECAST CONCRETE COMPONENTS PRIOR TO FIELD STAKING AND REVIEW OF FIELD CONDITIONS AT THE TIME OF CONSTRUCTION.
- THE UTILITY CONTRACTOR SHALL BE REQUIRED TO VACUUM TEST ALL MANHOLES ACCORDING TO CURRENT CITY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
- BEDDING, BACKFILL, AND COMPACTION SHALL BE IN ACCORDANCE WITH CITY STANDARD DRAWINGS. STREET BACKFILL AND COMPACTION REQUIREMENTS SHALL EXTEND TWO (2) FEET BACK OF CURB. WHEN REPLACING A SEWER IN SERVICE 3/8 INCH CHIPS SHALL BE USED FOR BEDDING AND INITIAL BACKFILL.
- ALL SERVICE TEES ARE STATIONED FROM THE IMMEDIATE DOWNSTREAM MANHOLE.
- WHEN WORKING IN OR ADJACENT TO EXISTING SUBDIVISIONS ONLY ONE (1) DAYS WORTH OF TRENCH MAY BE OPEN AT A GIVEN TIME. THIS REQUIREMENT MAY BE MODIFIED, IN WRITING BY THE PUBLIC WORKS DIRECTOR, FOR A SPECIFIC PROJECT.
- CONTRACTOR SHALL COORDINATE ROAD CLOSURES WITH AUTHORITY HAVING JURISDICTION PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL FURNISH AS-BUILT FIELD NOTES AND QUANTITIES TO THE ENGINEER UPON COMPLETION OF THE PROJECT.
- ALL SEWER LINES SHALL BE INSTALLED WITH METALLIC TAPE TWO FEET BELOW GRADE.
- EXISTING SANITARY SEWER SYSTEM MUST REMAIN IN OPERATION DURING CONSTRUCTION.
- CONTRACTOR SHALL RECONNECT ALL EXISTING SANITARY SEWER SERVICES.
- CONTRACTOR SHALL COORDINATE WITH ADJACENT BUSINESS OWNERS TO ENSURE ADEQUATE BUSINESS ACCESS THROUGHOUT CONSTRUCTION.
- ODEQ NOTE: IN ACCORDANCE WITH OAC 252:656-5-5(b), LEAKAGE TESTS ARE REQUIRED FOR ALL GRAVITY LINES. HYDROSTATIC TESTS MUST USE A 2-FOOT TEST HEAD AND LEAKAGE INWARD OR OUTWARD SHALL NOT EXCEED 10 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY. HYDROSTATIC TESTS SHALL BE IN ACCORDANCE WITH ASTM STANDARD F2164.
- ODEQ NOTE: IN ACCORDANCE WITH OAC 252:656-5-4(g)(7), MANHOLE LEAKAGE TEST MUST BE IN ACCORDANCE WITH THE ASTM STANDARD C1244.
- ODEQ NOTE: IN ACCORDANCE WITH OAC 252:656-5-4(c), THE FOLLOWING MINIMUM SEPARATION DISTANCES SHALL BE MAINTAINED, MEASURED EDGE TO EDGE, BETWEEN SEWER LINES, FORCE MAINS, AND OTHER BURIED UTILITIES:
 - 50- FEET FROM PETROLEUM PRODUCT TANKS
 - 300- FEET FROM A PUBLIC WATER SUPPLY WELL
 - 50- FEET FROM A PRIVATE WATER WELL
 - 10- FEET FROM ANY EXISTING OR PROPOSED WATER MAIN
 - 5- FEET FROM ELECTRICAL LINES AND PETROLEUM LINES
 - 24- INCHES VERTICAL SEPARATION AT CROSSINGS BETWEEN SEWER LINES AND WATER LINES, WITH THE CROSSING SECTION CENTERED SO THE JOINTS WILL BE AS FAR AS POSSIBLE FROM THE WATER LINES.
 - WHEN IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED IN OAC 252:656-5-4(c), DESIGN AND CONSTRUCT THE SANITARY SEWER EQUAL TO WATER PIPE, AND PRESSURE TEST IT TO ASSURE WATER TIGHTNESS OF JOINTS ADJACENT TO THE WATER LINE PRIOR TO BACKFILLING.
 - SANITARY SEWER LINES AND SERVICE LINES SHALL NOT BE LAID IN THE SAME TRENCH AS WATER MAINS OR SERVICE LINES.
- ODEQ NOTE: IN ACCORDANCE WITH OAC 252:656-5-5(a), PERFORM DEFLECTION TESTS ON ALL FLEXIBLE PIPE AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS. DEFLECTION MUST NOT EXCEED 5%. TESTS MUST RUN USING A RIGID BALL OR MANDREL WITH A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE, TAKING INTO ACCOUNT MANUFACTURING TOLERANCES. TESTS MUST BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES. TESTS SHALL CONFORM TO ASTM D 3034.



- NOTES:
- REMOVE AND REPLACE PAVEMENT WITHIN SHADED AREAS BOUNDED BY SAW CUTS AND/OR CONSTRUCTION JOINTS.
 - FOR DIAGONAL CROSSING, REPLACE PAVEMENT USING SQUARED CUTS, AS SHOWN. PAY QUANTITY WILL INCLUDED SQUARED AREA.
 - REMOVE AND REPLACE PAVEMENT TO CONSTRUCTION JOINT IF LESS THAN 3 FT. FROM PROPOSED SAW CUT. EXTRA AREA WILL BE INCLUDED IN PAY QUANTITY.
 - FOR LONGITUDINAL INSTALLATIONS: REMOVE AND REPLACE PAVEMENT AND CURB TO EDGE OF STREET, IF THE SAW CUT IS LESS THAN 3 FT. FROM THE OUTSIDE EDGE OF THE PAVEMENT OR CURB. AVOID SAW CUTS IN THE EXISTING WHEEL LINE. TRENCHES EXCEEDING 300 L.F. SHALL BE BACKFILLED AND MADE DRIVEABLE.
 - ALL CONSTRUCTION JOINTS SHALL BE REESTABLISHED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW STANDARDS FOR PORTLAND CEMENT CONCRETE PAVEMENT. WHEN A PAVEMENT SECTION IS REMOVED ALONG AN EXISTING LONGITUDINAL CONSTRUCTION JOINT, THE NEW PAVEMENT SHALL BE DOWELLED TO THE PAVEMENT ADJACENT TO THE JOINT.

STANDARD DETAIL FOR PAVEMENT CUTS

CITY OF BROKEN ARROW		STANDARD DRAWING: STD-ST 24	
		LAST REVISION DATE: 8/01/99	
DRAWN BY: ADN	CHECKED BY: DLW	APPROVED: MDK	DATE: 8/01/99

EXHIBIT B

**INITIAL STATEMENT OF CERTIFIED COSTS AND EXPENSES (BID PROPOSAL),
WITH RESPECT TO THE SEWER LINE**

Stronghand

Bid Form - Revision 1

for

The Woods - Offsite Sanitary Sewer

Coweta, Wagoner County, Oklahoma

*Quantities based on revision 1 plans dated 8/13/2021

Due 3:30pm Friday, September 17th, 2021 at Tanner Consulting (5323 S. Lewis Ave. Tulsa, OK 74105)

Item	Quantity	Description	Unit Cost	Extension
Sanitary Sewer				
101.	DEMOLITION AND RIGHT-OF-WAY CLEARING AND RESTORING			
a.	2,470 LF	Right-of-Way Clearing and Restoring (Includes Seeding)	4.13	10,201.10
b.	2,208 LF	Remove Existing Sanitary Sewer	9.33	20,600.64
c.	4 EA	Remove Existing Concrete Manhole	938.03	3,752.12
d.	240 SY	Solid Slab Sod	13.28	3,187.20
<i>Note: Contractor responsible for restoring ground with 36" sod from Manhole 04 to Manhole 07. Excluding removal and replacement of lighted sign.</i>				
102.	EXCAVATION AND BACKFILL, UNCLASSIFIED			
a.	1,843 CY	Excavation and Backfill, Unclassified	12.60	23,221.80
103.	PIPE, POLYVINYL CHLORIDE (PVC), FOR SEWER SERVICE, IN PLACE			
a.	2,470 LF	18-Inch PVC Pipe, ASTM D1784, SDR35	122.63	302,289.10
104.	MANHOLE, IN PLACE			
a.	6 EA	Std. 5' ID Precast Concrete Manhole	4,093.68	24,562.08
b.	1 EA	Std. 5' ID Precast Concrete Manhole with Exterior Drop	4,477.26	4,477.26
c.	13.9 VF	Std. 5' ID Precast Concrete Manhole, Additional Depth >6'	394.24	5,479.94
105.	CONNECTION, IN PLACE			
a.	2 EA	Set Manhole on Existing Line	1,917.86	3,835.72
b.	8 EA	18"x18"x4" Service Tee and Connection	2,875.04	23,000.32
<i>Note: Approximate number of service tees. Contractor is responsible for reconnecting all existing sanitary sewer service connections.</i>				
106.	CONDUIT, IN PLACE			
a.	240 LF	Bore and 30" Steel Conduit	670.00	160,800.00
107.	PAVEMENT, REMOVAL AND REPLACEMENT			
a.	650 LF	5' Wide Pavement Sawcut, Remove and Replace In Kind at Driveways and Streets	45.95	29,867.50
108.	MISCELLANEOUS			
a.	2,000 LF	Silt Fence for Erosion Stabilization	1.74	3,480.00
b.	1 LS	Mobilization	54,965.98	54,965.98

Total Sanitary Sewer Bid

\$673,720.73

Item	Quantity	Description	Unit Cost	Extension
------	----------	-------------	-----------	-----------

Dated at Tulsa, Oklahoma this 17 day of September, 2021.

Respectfully submitted,

Stronghand, LLC

Complete legal name of Bidder

By:

By  Date 9/17/2021 By _____ Date _____

1111 N 4th St, Broken Arrow OK 74012

Address, City, State & Zip Code

918-938-8441

Phone and Fax Number

Accepted by Owner this _____ day of _____, 2021.

EXHIBIT C

**REVISED STATEMENTS(S) OF CERTIFIED COSTS AND EXPENSES, WITH
RESPECT TO THE SEWER LINE**

[To be attached.]

EXHIBIT D

**FINAL STATEMENT OF CERTIFIED COSTS AND EXPENSES, WITH RESPECT TO
THE SEWER LINE**

[To be attached.]

EXHIBIT E
RECORD DRAWINGS

[To be attached.]

EXHIBIT F

ASSESSMENT AREA MAP AND LEGAL DESCRIPTION



Legal Description

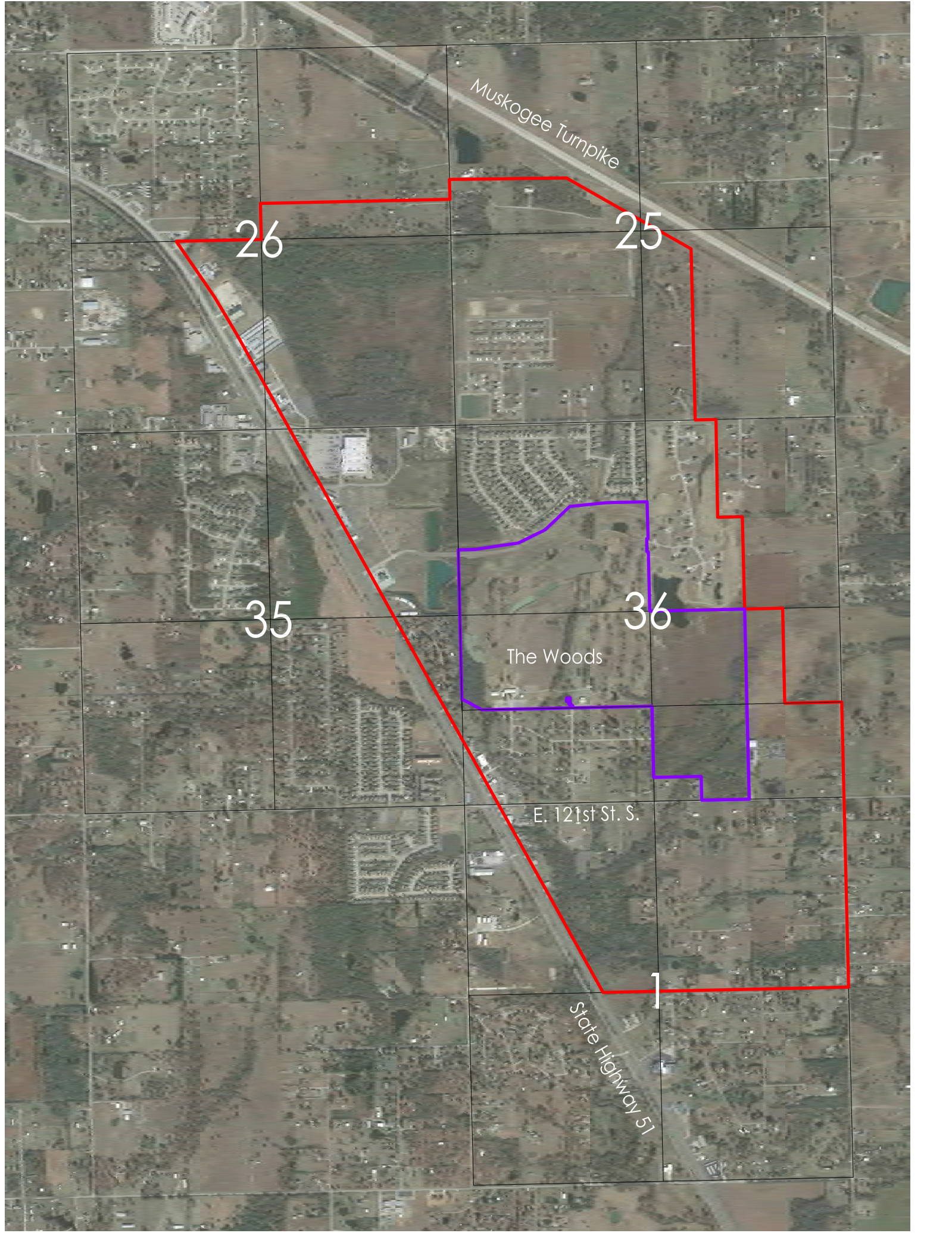
A TRACT OF LAND THAT IS PART OF THE WEST HALF OF THE SOUTHEAST QUARTER (W/2 SE/4) AND THE WEST HALF (W/2) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, COUNTY OF WAGONER, STATE OF OKLAHOMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 36; THENCE SOUTH 1°22'07" EAST AND ALONG THE EAST LINE OF SAID NW/4 FOR A DISTANCE OF 1121.11' TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 4, "THE WOODS AT OAK GROVE II" A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1334 AT PAGE 888, WAGONER COUNTY RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1°22'07" EAST AND CONTINUING ALONG SAID EAST LINE OF THE NW/4 FOR A DISTANCE OF 513.26 FEET TO A POINT ON THE WESTERLY LINE OF "REPLAT OF REPLAT OF CELEBRATION AT THE WOODS", AN ADDITION TO THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1987 AT PAGE 601, WAGONER COUNTY RECORDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES; NORTH 89°59'53" WEST FOR A DISTANCE OF 17.56 FEET; THENCE SOUTH 0°00'07" EAST FOR A DISTANCE OF 177.15 FEET; THENCE SOUTH 71°32'38" EAST FOR A DISTANCE OF 23.16 FEET TO A POINT ON THE EAST LINE OF SAID NW/4 OF SECTION 36; THENCE SOUTH 1°22'07" EAST AND CONTINUING ALONG SAID EAST LINE FOR A DISTANCE OF 823.07 FEET TO A POINT AT THE NORTHWEST CORNER OF THE W/2 SE/4 OF SAID SECTION 36; THENCE NORTH 88°44'44" EAST AND ALONG THE NORTH LINE OF SAID W/2 SE/4 FOR A DISTANCE OF 1319.03 FEET TO A POINT AT THE NORTHEAST CORNER OF SAID W/2 SE/4; THENCE SOUTH 1°23'04" EAST AND ALONG THE EAST LINE OF SAID W/2 SE/4 FOR A DISTANCE OF 2641.19 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°47'20" WEST AND ALONG THE SOUTH LINE OF SAID W/2 SE/4 FOR A DISTANCE OF 659.88 FEET; THENCE NORTH 1°22'36" WEST FOR A DISTANCE OF 330.09 FEET; THENCE SOUTH 88°47'01" WEST FOR A DISTANCE OF 659.83 FEET TO A POINT ON THE WEST LINE OF SAID W/2 SE/4; THENCE NORTH 1°22'07" WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 990.07 FEET TO A POINT AT THE SOUTHEAST CORNER OF THE N/2 SW/4 OF SAID SECTION 36; THENCE SOUTH 88°46'10" WEST AND ALONG THE SOUTH LINE OF SAID N/2 SW/4 AND ALONG THE NORTH LINE OF "CREEK HOLLOW II", AN ADDITION IN WAGONER COUNTY, STATE OF OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED IN BOOK 6, PAGE 34, WAGONER COUNTY RECORDS, FOR A DISTANCE OF 1100.06 FEET; THENCE NORTH 1°10'50" WEST FOR A DISTANCE OF 29.13 FEET; THENCE NORTH 46°10'50" WEST FOR A DISTANCE OF 49.50 FEET; THENCE NORTH 1°10'50" WEST FOR A DISTANCE OF 75.84 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 1°10'50" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 88°45'10" EAST FOR A

DISTANCE OF 30.00 FEET; THENCE SOUTH $1^{\circ}10'50''$ EAST FOR A DISTANCE OF 34.11 FEET; THENCE SOUTH $46^{\circ}10'50''$ EAST FOR A DISTANCE OF 49.50 FEET; THENCE SOUTH $1^{\circ}10'50''$ EAST FOR A DISTANCE OF 20.86 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH $88^{\circ}46'10''$ WEST AND ALONG SAID LINE FOR A DISTANCE OF 1244.31 FEET; THENCE NORTH $61^{\circ}40'25''$ WEST FOR A DISTANCE OF 287.89 FEET; THENCE SOUTH $88^{\circ}44'21''$ WEST FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST LINE OF SAID N/2 SW/4; THENCE NORTH $1^{\circ}24'11''$ WEST AND ALONG SAID WEST LINE FOR A DISTANCE OF 1177.21 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID N/2 SW/4; THENCE NORTH $1^{\circ}19'23''$ WEST AND ALONG THE WEST LINE OF THE NW/4 OF SAID SECTION 36 FOR A DISTANCE OF 909.78 FEET TO A POINT AT THE SOUTHWEST CORNER OF "THE WOODS AT OAK GROVE" A SUBDIVISION IN WAGONER COUNTY, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK PLC4 AT PAGE 392, COUNTY OF WAGONER RECORDS; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING FOUR (4) COURSES; NORTH $88^{\circ}40'57''$ EAST FOR A DISTANCE OF 237.20 FEET; THENCE NORTH $81^{\circ}30'40''$ EAST FOR A DISTANCE OF 601.95 FEET; THENCE NORTH $63^{\circ}51'36''$ EAST FOR A DISTANCE OF 417.63 FEET; THENCE NORTH $46^{\circ}34'40''$ EAST FOR A DISTANCE OF 170.04 FEET TO A POINT ON THE SOUTH LINE OF "THE WOODS AT OAK GROVE II", A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1334 AT PAGE 888, WAGONER COUNTY RECORDS; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING THREE (3) NORTH $46^{\circ}34'38''$ EAST FOR A DISTANCE OF 301.74 FEET; THENCE NORTH $84^{\circ}05'25''$ EAST FOR A DISTANCE OF 507.91 FEET; THENCE NORTH $88^{\circ}37'53''$ EAST FOR A DISTANCE OF 569.09 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS 9,996,595 SQUARE FEET OR 229.490 ACRES.



Muskogee Turnpike

26

25

35

36

The Woods

E. 121st St. S.

1

State Highway 51



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: CDBG Grant – Resolution 2021-33

Date: December 6, 2021

BACKGROUND

The City has been awarded CDBG funding through the Oklahoma Department of Commerce (ODOC) for replacing waterlines in the Village Subdivision. Under the terms of the grant agreement, the City must designate a Chief Executive Officer and Certifying Officer to review various processes and sign related documents; the Mayor typically serves this role.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2021-33.

Attachments:

Resolution 2021-33

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2021-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO THE CITY OF COWETA'S COMMUNITY DEVELOPMENT BLOCK GRANT (18229 CDBG 21) FOR WATER SYSTEM IMPROVEMENTS.

WHEREAS, the City of Coweta, Oklahoma has been awarded a Community Development Block Grant for water system improvements in an established, under-served area of the community; and;

WHEREAS, the Oklahoma Department of Commerce (ODOC) has memorialized the grant as CONTRACT NUMBER 18229 CDBG 21 for the Village Subdivision Waterline Replacement Project.

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL that:

Section 1. The Honorable Mayor of the City of Coweta is the designated Chief Executive Officer and Certifying Officer under the National Environmental Policy Act of 1969 and assumes overall responsibility for the environmental review process on the 18229 CDBG 21 Waterline Replacement Project.

Section 2. A Finding of Categorical Exclusion for Construction and Related Activities and a Finding of Exemption for Administration/Activity Delivery has been made on the 18229 CDBG 21 Waterline Replacement Project.

Section 3. Approval of an Anti-Displacement Plan.

Section 4. The Honorable Mayor is authorized to sign and approve all Environmental Certifications and Findings, Environmental Checklist, provide Evidence of City Insurance and Bonding, and an Anti-Displacement Plan for the 18229 CDBG 21 project as well as any other documents related to 18229 CDBG 21 which may be required and Authorization for electronic submittal of Request for Authority to Use Grant Funds on OKGrants.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 6th Day of December 2021.

Evette Young, Mayor

Attest:

Approved as to form:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: CDBG Grant – Resolution 2021-33

Date: December 6, 2021

BACKGROUND

City staff proposes an administrative services contract with INCOG to assist with administering the recently awarded Community Development Block Grant #18229 CDBG FY21.

Some of the services to be provided include conducting public hearings, assisting with procurement services, preparing an Environmental Review, preparing and submitting Request for Release of Funds, and assisting with the monitoring of funds and reporting requirements.

The contract amount of \$22,000 is considered part of the project cost and will be reimbursed in accordance with Oklahoma Department of Commerce guidelines.

STAFF RECOMMENDATION

Staff recommends approval of the Administrative Services contract with INCOG at a cost not to exceed Twenty-Two Thousand Dollars and no/100 (\$22,000.00)

Attachments:

Community Development Block Grant Administrative Services contract between INCOG and City of Coweta

**COMMUNITY DEVELOPMENT BLOCK GRANT
ADMINISTRATIVE SERVICES CONTRACT
BETWEEN INCOG AND CITY OF COWETA**

PART 1 – SUMMARY AND SIGNATURES

CONTRACT TITLE: ADMINISTRATIVE SERVICES FOR
#18229 CDBG FY21
COWETA WATER LINE IMPROVEMENT PROJECT

TOWN: COWETA

AMOUNT: \$22,000.00

TERM OF CONTRACT: This agreement shall become effective September 3, 2021 and shall remain in effect through the “Funding Period”, including extensions, of the FY 2021 Community Development Block Grant #18229 CDBG FY21 between the Oklahoma Department of Commerce, State of Oklahoma and the City of Coweta.

To Submit Requisitions or Notice:

Barbara Albritton
INCOG
Two West 2nd Street, Suite 800
Tulsa, OK 74103
(918) 579-9420
Fax: (918) 583-1024
balbritton@incog.org

To Issue Payment or Notice:

Julie Casteen, City Clerk
City of Coweta
PO Box 850
Coweta, Oklahoma, 74429-0850
(918) 486-2189
Fax: (918) 486-5366
jcasteen@cityofcoweta-ok.gov

**INDIAN NATIONS COUNCIL
OF GOVERNMENTS**

CITY OF COWETA

Karen Keith, Chair

Evette Young, Mayor

Date: _____

Date: _____

Attest:

Julie Casteen, City Clerk

CONTRACT COMPONENTS: Part 1 – Summary and Signatures
Part 2 – General Terms and Conditions
Attachment A - Scope of Services

PART 2 - GENERAL TERMS AND CONDITIONS

COMPENSATION TERMS AND CONDITIONS

The City of Coweta agrees to pay INCOG as compensation for administrative consulting services the total sum not to exceed Twenty-two Thousand Dollars and No/100 (\$22,000.00). INCOG will be reimbursed in accordance with Oklahoma Department of Commerce guidelines.

Subject to appropriation and disbursement of funds by the Oklahoma Department of Commerce, and upon presentation by INCOG cost vouchers and approval thereof by the City of Coweta, the City of Coweta will pay INCOG for the value of work performed for completion of each of four (4) project phases; the Release of Funds; Award of Construction Contract; Completion of Construction and Project Ready for Closeout. Upon completion of each phase, the total sum will be submitted to the City of Coweta for payment. It is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum of Twenty-two Thousand and No/100 (\$22,000.00) for all services rendered unless written amendments to this CONTRACT are entered into by the parties hereto for modification of the Scope of Services as set forth in Part I of this CONTRACT. A final voucher for claims arising under this CONTRACT shall be submitted within thirty (30) days following the termination or expiration of this CONTRACT.

SUBCONTRACT NOTIFICATION PROVISION

None of the work and services covered by this CONTRACT may be subcontracted without written consent of the City of Coweta. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this CONTRACT.

MODIFICATIONS

This CONTRACT is subject to modification as may be required by federal or state law or regulations. The work and services to be performed and the contract period may be modified only upon written agreement of both parties.

INTERPRETATION, REMEDIES

In the event of any disagreement between the City of Coweta and INCOG, relative to the provisions of this CONTRACT, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendation forwarded to the City of Coweta Officers who shall make the final determination.

ASSIGNABILITY

INCOG shall not assign any interest on this CONTRACT, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City of Coweta thereto: Provided, however, that claims for money by INCOG from the City of Coweta under this CONTRACT may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City of Coweta.

SEVERABILITY CLAUSE

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

HOLD HARMLESS CLAUSE

INCOG shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, City of Coweta, their agents, officers, and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by INCOG. INCOG shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma, City of Coweta, their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In an agreement with any subcontractor or any agent for INCOG, INCOG will specify that such subcontract or agents shall hold harmless the State and City of Coweta.

PERSONNEL

- a. INCOG represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the City of Coweta.
- b. INCOG has full responsibility for payment of any workers' compensation insurance, unemployment insurance, social security, state and federal income tax and any other deductions required by law for its employees.
- c. All of the services required hereunder will be performed by INCOG or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, INCOG shall fail to fulfill in a timely and proper manner its obligations under this contract, or if INCOG shall violate any of the covenants, agreements, or stipulations of this contract, the City of Coweta shall thereupon have the right to terminate this contract by giving written notice to INCOG of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In such event, INCOG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by INCOG under this agreement shall become the property of the City of Coweta.

Notwithstanding the above, INCOG shall not be relieved of any liability to the City of Coweta for damages sustained by the City of Coweta by virtue of any breach of the contract by INCOG, and the City of Coweta may withhold any payments to INCOG until such time as the exact amount of damages due the City of Coweta from INCOG is determined.

TERMINATION FOR CONVENIENCE OF THE CITY

The City of Coweta may terminate this contract at any time by giving at least 30 days notice in writing to INCOG. If the contract is terminated by the City of Coweta as provided herein, INCOG will be paid for the time provided and all allowable expenses incurred up to the termination date.

CONFLICT OF INTEREST

No member of the governing body of the City of Coweta, and no other officer, employee, or agent of the City of Coweta, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement, and INCOG shall take appropriate steps to assure compliance.

INTEREST OF CONTRACTOR AND EMPLOYEES

INCOG covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. INCOG further covenants that in the performance of this agreement no person having any such interest shall be employed.

REPORTS AND INFORMATION

INCOG, at such times and in such forms as the City of Coweta may require, shall furnish the City of Coweta such periodic reports as it may request pertaining to the work or services undertaken pursuant to the contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

INCOG shall furnish the City of Coweta narrative reports and financial reports related to the elements of this contract in the form and at such times as may be required by the City of Coweta or federal and state grantor agencies.

COMPLIANCE WITH LOCAL LAWS

INCOG shall comply with all applicable laws, ordinances and codes of the state and local governments, and INCOG shall save the City of Coweta harmless with respect to any damages arising from INCOG's performing any of the work embraced by this contract in violation of any applicable laws, ordinances and codes of the state and local governments.

COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of INCOG.

RECORDS AND AUDITS

INCOG shall assist the City of Coweta in retaining all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least three (3) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. INCOG shall, as often as deemed necessary by the City of Coweta, permit authorized representatives of the City of Coweta and its Auditors, the U.S. Department of Housing and Urban Development, the Federal or State Department of Labor and the U.S. Comptroller General to have full access to and the right to fully examine all such materials.

INCOG shall comply with OMB circulars A-110 and A-122 requirements and 2 CFR 200, where applicable. The OMB circulars and 2 CFR 200 are hereby made a part of this contract.

ANTI-KICKBACK REGULATIONS

INCOG shall comply with all applicable anti-kickback regulations covered under Department of Labor Regulations 29 CFR, Part III.

EQUAL EMPLOYMENT OPPORTUNITY

INCOG shall comply with the following equal opportunity requirements as part of CDBG assurances:

- a. INCOG will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. INCOG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color,

national origin, or handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. INCOG agrees to post in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

- b. INCOG will, in all solicitation or advertisements for employees placed by or on behalf of INCOG, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. INCOG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. INCOG will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. INCOG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City of Coweta, the Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of INCOG's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and INCOG may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. INCOG will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or

vendor. INCOG will take such action with respect to any subcontract or purchase order as the City of Coweta, Oklahoma Department of Commerce, the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event INCOG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of Coweta, INCOG may request the United States to enter into such litigation to protect the interest of the United States.

h. Housing and Community Development Act of 1974, Section 109

INCOG shall comply with Section 109 of the Housing and Community Development Act of 1974, which provides that no person in the United States shall on the grounds of race, color, religion, national origin, age or sex be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity funded under the Act.

i. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

j. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

1. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the Oklahoma Department of Commerce and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. INCOG will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. INCOG will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 75. INCOG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

AGE DISCRIMINATION ACT OF 1975

INCOG shall comply with the provisions of the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services and benefits supported by federal funds.

AMERICANS WITH DISABILITIES ACT OF 1990

INCOG shall comply to the extent required with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabled status in any publicly funded program and activity.

REHABILITATION ACT OF 1973, SECTION 504

INCOG shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any programs or activities receiving federal financial assistance.

ATTACHMENT A – SCOPE OF SERVICES

INCOG staff will perform the tasks listed below, keeping the City of Coweta apprised of program progress during all phases of the project.

1. Conduct Public Hearings

Prepare and publish public hearing notices, organize presentation, and assist at any public hearings necessary (as in the event of program amendment).

2. INCOG staff members will assist the City of Coweta with the procurement process for the selection of engineering services for the 2021 Water Line Improvement project.

3. Environmental Review Record

A. Prepare and publish all public notices.

B. Notify appropriate authorities of the project such as State Historic Preservation Officer, State of Oklahoma Archeological Society, State of Oklahoma Department of Environmental Quality, Environmental Protection Agency, etc.

C. Prepare an Environmental Review of the project.

D. Recommend a determination of finding(s) and level of impact to the Mayor and the Coweta City Council.

E. Prepare and submit Request for Release of Funds and appropriate supporting documentation.

4. Requests for Payments and Monthly Reports

A. Coordinate and prepare Requests for Payments to order funds for payment of CDBG expenses.

B. Assist the City of Coweta staff in the preparation of monthly expenditure reports for submittal to ODOC as required.

5. Financial Management

A. Assist in the monitoring of funds on hand with ODOC.

B. Assist in the development and supervision of accounting procedures and maintenance of supporting source documentation including appropriate journals and ledgers.

- C. Maintain additional financial records and property inventories, as required.
 - D. Assist the City of Coweta staff to ensure compliance with generally accepted accounting principles in bookkeeping.
6. Project Files
- A. Establish project files which contain all source documentation and assist the City of Coweta staff in file maintenance.
 - B. Assist the City of Coweta staff in maintaining compliance with all applicable federal, state, and local regulations in the project files.
7. Citizen Participation/Equal Opportunity/Fair Housing
- A. Develop and coordinate a continuing citizen participation/equal opportunity planning process.
 - B. Maintain record of public hearings and other opportunities for citizens to participate in program performance and completion.
 - C. Assist the City of Coweta, if necessary, in responding to and resolving equal opportunity complaints.
 - D. Assist the City of Coweta in implementing Fair Housing Activities.
8. Residential Antidisplacement and Relocation Assistance Plan
- A. A Residential Anti-displacement and Relocation Assistance Plan will be prepared in compliance with the Uniform Relocation Act and submitted to ODOC for approval.
9. Coweta 2021 Water Line Improvement Project
- A. Bidding
 - 1. Assist the City of Coweta staff in reviewing plans, specifications and contract documents to meet ODOC requirements.
 - 2. Assist the City of Coweta in ODOC monitoring visit related to project activities and provide assistance in resolving monitoring issues, if any.

10. Project Close-out

- A. Assist the City of Coweta in preparation and submittal of project close-out documents to ODOC, including Project Completion Report, Final Expenditure Report.
- B. Assist the City of Coweta in the resolution of audit questions, if any.



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Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Supplemental Appropriations for General Fund and Grants Fund

Date: December 6, 2021

BACKGROUND

The City has received funds that require appropriation including:

- \$1,000 donation from Med Pharm to be used for Animal Control for spay/neuter services.
- \$12,200.01 in federal funds received from the Oklahoma Department of Libraries through the American Recovery Plan Act to be used for furnishings.

In addition, the bids for the Roland Park Phase Improvements came in slightly over budget. The lowest bid from Magnum Construction totaled \$213,950. The separate purchase of a security camera system for \$8,495 leaves a budget deficit of \$22,445.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2021-32.

Attachments:

Resolution 2021-32

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2021-32**

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 6th Day of December 2021.

Evette Young, Mayor

Attest:

Approved as to form:

Julie Casteen, City Clerk

Ronald D. Cates, City Attorney

**RESOLUTION 2021-32
EXHIBIT A**

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE AMOUNT	REVENUE AMOUNT	REVENUE ACCOUNT
General Fund	01-5314.008	Veterinary Services	\$1,000	Donation from MedParm	Miscellaneous Revenue	\$0	\$1,000	01.04.03.80
		Total General Fund	\$1,000			\$0	\$1,000	
Capital Imp. Fund	12-5410-014	Infrastructure	\$22,445	Roland Park Ph 1 Improvements	Fund Balance	\$22,445	\$0	
		Total General Fund	\$22,445			\$22,445	\$0	
Grants Fund	20-5404.018	Machinery & Equip	\$12,200	Library Furnishings	ARPA Grant	\$0	\$12,200	20.04.03.24
		Total Grants Fund	\$12,200			\$0	\$12,200	
TOTAL ALL GOVERNMENTAL FUNDS			\$35,645			\$22,445	\$13,200	

DATE APPROVED BY CITY COUNCIL: _____



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Memorandum

To: Honorable Mayor and City Council

From: Chief M. Bell, Chief of Police

Re: Memorandum of Understanding (MOU)

Date: November 22, 2021

BACKGROUND

The City of Coweta has been requested by the Wagoner County Sheriff's department to enter a memorandum of understanding.

It is recognized by each party to this MOU that their agency would benefit from a Mobile CAD Software product such as "GeoSafe" for a safer more accurate response to emergencies; more accurate location capabilities and better information sharing between agencies. The parties to this MOU also recognize that, rather than each party purchasing their own license and servicing agreement for this software, they can recognize significant cost savings by sharing the cost of obtaining one license and service agreement for this software and sharing the benefits of that license and service agreement.

BENEFITS

Currently the PD uses a program called Computer Projects of Illinois (CPI), at a cost of approx. \$3,700 per year. This allows our officer access to the Oklahoma Law Enforcement Telecommunication system (OLETS).

Upon signing this MOU with the county, the cost will be adjusted to \$3750 per year and it will include a mapping program and OLETS access. If the police department would have entered into an agreement with GEO Safe on its own, the cost would have been 15K per year.

By entering an agreement with the county, at a cost of \$3750 we will have a total savings of \$11,250.

COSTS

The cost for the pro-rated first year will be \$2,812.50 and each following year will be \$3750.

STAFF RECOMMENDATION

Staff recommends approval of the attached memorandum of understanding and allow the City Manager to sign all required documents.

ATTACHMENTS

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)

Between

WAGONER COUNTY, OKLAHOMA

and

**CITY OF WAGONER, OK. CITY OF COWETA, OK, AND WAGONER COUNTY FIRE
TRUST AUTHORITY**

This agreement is between Wagoner county, Oklahoma, hereinafter referred to as “County” and City of Wagoner, Oklahoma, City of Coweta, Oklahoma, and the Wagoner County Fire Trust Authority, hereinafter referred to as “City of Wagoner,” “City of Coweta,” and “WFTA” respectively.

I. PURPOSE & SCOPE

The purpose of this Memorandum of Understanding (“MOU”) is to clearly identify the roles and responsibilities of each party as they relate to “GeoSafe Mobile Computer Aided Dispatch Software” “GeoSafe” and the Service Agreement that Wagoner County will enter with GeoSafe, a copy of which Service Agreement is attached hereto as “Exhibit A” and incorporated herein by reference.

II. BACKGROUND

It is recognized by each party to this MOU that their agency would benefit from a Mobile CAD Software product such as “GeoSafe” for a safer more accurate response to emergencies; more accurate location capabilities and better information sharing between agencies. The parties to this MOU also recognize that, rather than each party purchasing their own license and servicing agreement for this software, they can recognize significant cost savings by sharing the cost of obtaining one license and service agreement for this software and sharing the benefits of that license and service agreement. .

III. RESPONSIBILITIES OF WAGONER COUNTY UNDER THIS MOU

Wagoner County shall perform the following:

- Administer the Service Agreement between GeoSafe and Wagoner County
- Consummate the payment to GeoSafe for the Service Agreement between Geo Safe and Wagoner County
- Administer the Login Information for each agency
- Share our CAD data with participating agencies as permitted
- Provide basic support and information concerning GeoSafe
- Pay the sum of \$30,000, at the time of the signing of the MOU
- Insure the security of GeoSafe and its use for official emergency services management only

- If any other party to this MOU desires to add a GeoSafe license(s), which license(s) would be in addition to what they are purchasing under this MOU, Wagoner County will sell to such party, at the price of \$150 per license, such additional license(s). Since such additional licenses will come from the stock of the extra and unused licenses that Wagoner County will be purchasing from GeoSafe as a part of its payment referred to in Paragraph III of this MOU, such right to purchase will be limited to the availability of those extra licenses.
- Act as a records custodian for all GeoSafe records and data
- Promote a professional and positive atmosphere as pertaining to this project

IV. RESPONSIBILITIES OF CITY OF WAGONER, CITY OF COWETA, AND WFTA UNDER THIS MOU

The City of Wagoner, City of Coweta, and WFTA. shall perform the following:

- City of Wagoner, Police Dept. will pay to Wagoner County, \$150 per user for a total of 20 users at the time of the signing of his MOU, the prorated sum of \$2,250 for the cost of the Service Agreement between Wagoner County and GeoSafe from October 1st 2021 to June 30th 2022.and the next year will be \$3,000.
- City of Wagoner, EMS will pay to Wagoner County, \$150 per user for a total of 5 users at the time of the signing of his MOU, the prorated sum of \$562.50 for the cost of the Service Agreement between Wagoner County and GeoSafe from October 1st 2021 to June 30th 2022.and the next year will be \$750.
- City of Coweta will pay to Wagoner County, \$150 per user for a total of 25 users at the time of the signing of the MOU, the prorated sum of \$2,812.50 for the cost of the Service Agreement between Wagoner County and GeoSefe from October 1st 2021 to June 30th 2022.and the next year will be \$3,750.
- WFTA will pay to Wagoner County \$150 per user for a total of 70 users equaling the prorated sum of \$7,875 for the cost of the Service Agreement between Wagoner County and GeoSafe from October 1st 2021 to June 30th 2022.and the next year will be \$10,500.
- Provide one contact person to be the Liaison between Wagoner County and the respective party
- Share agencies call data including on-duty unit locations with Wagoner County where permissible
- Promote a professional and positive atmosphere as pertaining to this project
- Each Agency will be responsible for their own OLET charges and it will be their responsibility to contact OLETS to arrange their service.

V. MODIFICATION OR TERMINATION OF MOU:

1. Modification clause: Understanding that Policies, Rules, Regulations and Administrators may change during the effective date of this MOU, either party may request a change to the MOU by signed and dated written notice to the other agency. Consideration and Response will be made within 30 days of receipt to the other agency as to accept the change or not. The Response shall likewise be signed and dated.

2. Termination clause: Any party may terminate this MOU within 30 days by signed and dated written notice to the other parties. No payment returns will be made if received after the effective date of the MOU.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of Wagoner County and the authorized officials for the city of Wagoner, City of Coweta, and the WFTA. It shall be in force from October 1, 2021 to June 30th, 2022. This MOU will be presented each year by June 1st and returned by July 1st of the year in which it was presented for renewal. If approved by each agency it will take effect July 1 each year and October 1st this year 2021.

All parties indicate agreement with this MOU by their signatures.

City of Wagoner

By: _____
Title: _____
Date: _____

City of Coweta

By: _____
Title: _____
Date: _____

WFTA

By: _____
Title: _____
Date: _____

Wagoner County

By: _____
Title: Chariman of the Board of Commissioners
Date: _____



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Memorandum

To: Honorable Mayor, Members of the City Council
From: Wes Richter, Public Works Director
Re: 267th E Avenue Project
Date: 12/6/21

BACKGROUND

S 267th E Avenue in the Timber Ridge Estates subdivision has had recurring issues with roadway failure on the west side of the road. That road was overlayed in 2019 as part of the Coweta's road maintenance projects and the area in question has been repaired by Coweta's crews on several occasions. Those projects have not produced a satisfactory fix to the underlying problems at this location which has resulted in an ongoing traffic hazard for drivers in that area.

Staff solicited a quote for this project from Dunham's Asphalt Services as they have been working on similar projects in the same general area. They scoped the project and have provided a proposal to make the necessary repairs to that roadway in the amount of \$21,000.00. The project would be funded from the current budget in the Street and Alley Fund.

STAFF RECOMMENDATION

Staff recommends the.

ATTACHMENTS

Project Proposal
Pictures of site conditions



Dunham's Asphalt Services, Inc. Proposal

November 18, 2021

TO: City of Coweta
RE: 121st Street Improvements

Attention: Wes

Dunham's Asphalt Services, Inc. is pleased to provide a proposal for the referenced project.
An itemized scope of work has been provided for your review.

Scope of Work: All Labor, materials and equipment to:

Scope of Work

Asphalt Paving

Approx 45 x 24

Saw cut as required
Full depth excavation and haul off
Separator fabric
6" Agg base
6" Asphalt
45 lf of new curb & Gutter

Total Base Bid	\$ 21,000.00
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Respectfully,

Tim Quattrochi

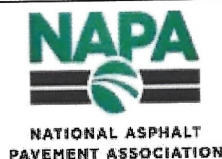
Contact Info:

Mobil: (918) 231-8000

tim@dunhamsasphalt.com

www.dunhamsasphalt.com

Accepted By: _____ Date: _____





2021/12/01 22:09



2021/12/01 22:08



2021/12/01 22:09