CITY OF Coweta

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, APRIL 4, 2022 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. PROCLAMATIONS/PRESENTATIONS

1. 6:00 PM PROCLAMATION NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

   Documents:

   220404 STAFF REPORT PROCLAMATION.PDF
   220404 PROCLAMATION NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK.PDF

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

1. APPOINTMENT TO THE PLANNING COMMISSION
   CONFIRMATION OF THE APPOINTMENT OF JENNIFER TAYLOR TO THE COWETA PLANNING COMMISSION AND COWETA BOARD OF ADJUSTMENT BY THE MAYOR OF THE CITY OF COWETA, OKLAHOMA FOR AN UNEXPIRED TERM ENDING JUNE 1, 2024.

   Documents:

   220404 STAFF REPORT PLANNING COMMISSION.PDF

2. MINUTES OF THE REGULAR MEETING
   APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON MARCH 7, 2022. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

   Documents:

220307 MINUTES OF THE CITY COUNCIL.PDF

VII. OLD BUSINESS

1. ORDINANCE 857
   DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 857, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING SECTIONS 9-202 AND 9-203 OF PART 9, CHAPTER 2 ITINERANT VENDORS, OF THE CITY OF COWETA CODE OF ORDINANCES, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY. (ROGER KOLMAN, CITY MANAGER)

   Documents:

   220404 STAFF REPORT ORDINANCE 857.PDF
   220404 ORDINANCE 857.PDF
   ORDINANCE 771.PDF
   HB2010 ENGR.PDF

2. DECLARATION OF AN EMERGENCY ORDINANCE 857
   DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 857 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

3. ORDINANCE 858 -OMRF AMENDED AND RESTATED DC MASTER PLAN AND JOINDER AGREEMENT
   DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE NO. 858, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF COWETA, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

   Documents:

   220404 STAFF REPORT OKMRF ORDINANCES.PDF
   220404-MEMO REGARDING OKMRF PLAN CHANGES_0001.PDF
   220404 ORDINANCE 858.PDF
   EXHIBIT A DC, CMO, CMO-SI COWETA JOINDERS (2022-04-01).PDF
   EXHIBIT B DC MASTER PLAN (2021-12-17).PDF

4. DECLARATION OF AN EMERGENCY ORDINANCE 858
   DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 858 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

5. ORDINANCE 859 - OMRF AMENDED AND RESTATED DC MASTER PLAN AND JOINDER AGREEMENT - CITY MANAGER PLAN
   DISCUSSION AND POSSIBLE ON THE ADOPTION OF ORDINANCE 859, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE CITY OF COWETA,

OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

Documents:

220404 ORDINANCE 859.PDF

6. DECLARATION OF AN EMERGENCY ORDINANCE 859

   DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 859 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

7. ORDINANCE 860 - OMRF AMENDED AND RESTATED DC MASTER PLAN AND JOINDER AGREEMENT - CITY MANAGER SPECIAL INCENTIVE PLAN

   DISCUSSION AND POSSIBLE ON THE ADOPTION OF ORDINANCE 860, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE CITY OF COWETA, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY. (JULIE CASTEEN, ASSISTANT CITY MANAGER)

   Documents:

   220404 ORDINANCE 860.PDF

8. DECLARATION OF AN EMERGENCY ORDINANCE 860

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 860 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

9. VACATION OF REPLAT OF FINAL PLAT

   DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR THE VACATION OF THE REPLAT OF THE FINAL PLAT OF WAGONER COUNTY INDUSTRIAL PARK I, A SUBDIVISION INDUSTRIAL PARK OF APPROXIMATELY 29.93 ACRES, MORE OR LESS, WITH 12 LOTS, LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (MARK SEIBOLD, COMMUNITY DEVELOPMENT DIRECTOR)

   Documents:

   220404 STAFF REPORT VACATION OF PLAT.PDF
   3-9-22 LETTER TO CITY OF COWETA W-VACATION OF PLAT (WCEDA) (00396379XDCC36).PDF
   WAGONER COUNTY INDUSTRIAL PARK L FINAL PLAT.PDF
   WAGONERCOUNTYINDUSTRIALPARKI AERIAL VIEW MAP.PDF
   WAGONERCOUNTYINDUSTRIALPARKI ZONING AND LOCATION MAP.PDF

10. FINAL PLAT - THE WOODS, PHASE I

   DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF THE WOODS, PHASE I, PART OF PUD NO. R 13-02, A SUBDIVISION OF APPROXIMATELY 53.601 ACRES, MORE OR LESS, WITH 106 LOTS THAT INCLUDES RS-2 (RESIDENTIAL SINGLE-FAMILY) AND RM-1 (RESIDENTIAL MULTI-FAMILY) ZONING, LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (MARK SEIBOLD, COMMUNITY DEVELOPMENT DIRECTOR)

   Documents:

   220404 STAFF REPORT FINAL PLAT WOODS I.PDF
   THE WOODS PHASE 1 BLOCKS 1-5 FINAL PLAT.PDF

11. FINAL PLAT - THE WOODS, PHASE II

   DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF THE WOODS, PHASE II, PART OF PUD NO. R 13-02, A SUBDIVISION OF APPROXIMATELY 18.695 ACRES, MORE OR LESS, WITH 58 LOTS THAT INCLUDES RS-2 (RESIDENTIAL SINGLE-FAMILY) AND RM-1 (RESIDENTIAL MULTI-FAMILY) ZONING, LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (MARK SEIBOLD, COMMUNITY DEVELOPMENT DIRECTOR)

   Documents:

   220404 STAFF REPORT WOODS II.PDF
   THE WOODS II BLOCKS 6-9 FINAL PLAT.PDF

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

IX. ADJOURNMENT

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

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

Mémorandum

To: Honorable Mayor and City Council

From: Michael Bell, Chief of Police

Re: Proclamation to Recognized National Public Safety Telecommunications Week 2022

Date: March 28th, 2022

BACKGROUND

In 1994, by Public Law 103–221, the congress designated the week beginning April 11, 1994 as "National Public Safety Telecommunicators Week" and has authorized and requested the President to issue a proclamation in observance of this week.

In following years, many State and Local governments began to write their own Proclamations to show appreciate to their local Telecommunicators. This year, this event will be held during the week of April 14th – 20th, 2022.

STAFF RECOMMENDATION

Staff recommends approval of the proclamation declaring April 14-20, 2022 National Public Safety Telecommunicators Week

Attachments:

1. Proclamation

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

Proclamation

National Public Safety Telecommunicators Week

April 14-20, 2022

Whereas the second week of April is nationally designated as a time to recognize and honor the telecommunication personnel in the public safety community; and,

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Coweta Communications Center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have the with emergency services; and

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Coweta Communication Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year;

The Council has designated the week beginning April 14, 2022 as "National Public Safety Telecommunicators Week" and has authorized and requested the Mayor to issue a proclamation in observance of this week.

Now, Therefore, I, Evette Young, Mayor of Coweta, Oklahoma do hereby proclaim the week of April 14, 2022, as National Public Safety Telecommunicators Week in Coweta, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this _____ day of __________, 2022

____
Evette Young, Mayor

CITY OF
Coweta
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
From: Mark Seibold, Community Development Director
Re: Planning Commission Appointment – Jennifer Taylor
Date: 04/1/22

BACKGROUND

The City of Coweta Planning Commission and Board of Adjustment has a vacancy that should be appointed by the Mayor of Coweta and be filled by a qualified resident to serve until 6/01/2024. Each position is reappointed on a three (3) year term beginning June 1st on a rolling basis. The current Board Members and Terms are;

Board Member	Term Expiration
Carter Mathews	6/01/2023
Melanie Lander	6/01/2023
Joanna Jones (Secretary)	6/01/2024
VACANT	6/01/2024
Jessica Morris (Chair)	6/01/2022

Jennifer Taylor is an experienced real estate professional with Chinowth and Cohen in Coweta, who has expressed interest and enthusiasm for this opportunity.

STAFF RECOMMENDATION

Staff recommends appointment of Jennifer Taylor to the City of Coweta Planning Commission and Board of Adjustment for the remainder of the term ending 6/01/2024.

ATTACHMENTS

None.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
MARCH 7, 2022 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, March 7, 2022 at 6:04 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

There were no general City Council comments.

V. Proclamations/Presentations

1. Public Safety Awards

Police Chief Mike Bell and District 27 District Attorney Jack Thorp honored the following individuals with Criminal Investigation Awards related to working an armed robbery at Kum & Go in November, 2021:

- District 27 Agent Stephanie Stephens
- District 27 Agent Vicky Lyons (not present)
- District 27 Agent John Owens

VI. CONSENT

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

1. Minutes of the Coweta City Council Regular Meeting held on February 7, 2022.
2. Mutual Aid Agreement with Wagoner County for Building Inspection Services.

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

VII. Old Business

1. CZ 22-02 SUP

Community Development Director Mark Seibold presented a Special Use Permit application for an educational training school on property zoned Agricultural (AG).

Motion by Evette Young, second by Harold Chance to approve Special Use Permit (SUP) CZ 22-02 SUP for an educational technical training school on property zoned Agricultural (AG) located in Section 17, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma at 31350 East State Highway 51, Coweta, Oklahoma.

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

2. Ordinance 856 PUD-02 Amendment

Mark Seibold discussed a request to amend PUD-02, which would rezone property from Commercial General (CG), Residential Multi-Family (RM-1), and Residential Single Family (RS-3) to Planned Unit Development designation. The request was reviewed by the Planning Commission in December with a recommendation to approve.

Motion by Harold Chance, second by Logan Brown to adopt Ordinance 856, an Ordinance of the City of Coweta, Oklahoma amending PUD-02, amending Ordinance 796 pertaining to PUD-02, amending the official zoning map of the City of Coweta for a tract of land located in Section Thirty-Five (35), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, Oklahoma, providing for repealer, severability, and declaring an emergency.

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

3. Declaration of an Emergency Ordinance 856

Discussion was held regarding possible action declaring an emergency for Ordinance No. 856.

Motion by Harold Chance, second by Logan Brown, to declare an emergency for Ordinance No. 856, making it effective immediately upon passage and approval.
Aye: Harold Chance

Logan Brown
Randy Woodward
Evette Young
Naomi Hogue

4. Ordinance 855 – CZ 22-01

Mark Seibold presented a request to rezone property from (AG) Agriculture to (RS-2) Residential Single-Family district to allow for the development and construction of Spradlin Estates, Phase II, a Residential Single-Family Subdivision. City Manager Roger Kolman requested that additional language be inserted into proposed Ordinance 855 as follows:

> *Section 2: Map Amendment: The official zoning map of the City of Coweta be hereby amended to reflect the actions taken in Section 1.*
>
> *Old sections 2, 3 and 4 have been renumbered appropriately.*

Motion by Harold Chance, second by Randy Woodward to adopt, with the changes requested by Roger Kolman, Ordinance 855, an Ordinance of the City of Coweta, Oklahoma related to the rezoning of property from Agricultural (AG) to Residential Single-Family (RS-2) located in the Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, amending the official zoning map of the City of Coweta, providing for repealer, severability, and declaring an emergency.

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

5. Declaration of an Emergency Ordinance 855

Discussion was held regarding possible action declaring an emergency for Ordinance No. 855.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 855, making it effective immediately upon passage and approval.

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

6. Ordinance 854 Amending Part 7 Chapter 5

Roger Kolman discussed the need to amend the Use Tax Ordinance as a result of the tax increase approved on February 8, 2022.

Motion by Evette Young, second by Harold Chance to adopt Ordinance 854, an Ordinance of the City of Coweta, Oklahoma adopting new law by amending part 7, Finance and Taxation, Chapter 5, Use Tax, of the Code of Ordinances of the City of Coweta, Oklahoma, specifically amending section 5-503 by increasing the rate of tax to four percent (4%) of the purchase price on storage, use or other consumption of tangible personal property in the City of Coweta, Oklahoma, amending Section 5-504, Purpose of Revenues, to provide that the one-percent increase (1%) in the Use Tax shall be utilized solely for the purposes set forth in Section 7 of the City of Coweta, Oklahoma Special Sales Tax Ordinance No. 850, repealing all prior Ordinances to the contrary, providing for severability and declaring an emergency.

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

7. Declaration of an Emergency Ordinance 854

Discussion was held regarding possible action declaring an emergency for Ordinance No. 854.

Motion by Harold Chance, second by Randy Woodward, to declare an emergency for Ordinance No. 854, making it effective immediately upon passage and approval.

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

8. Grant Agreement

Roger Kolman presented information on a grant opportunity to assess the potential for utilizing a piece of property owned by Wagoner County Economic Development Authority as a light industrial park.

Motion by Harold Chance, second by Randy Woodward, to approve a grant agreement with the Oklahoma Department of Commerce pertaining to the 2022 Targeted Opportunities Program.

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

9. Project Agreement

Roger Kolman presented an agreement with the Oklahoma Department of Transportation related to the TAP Grant sidewalk project along Pecan Street between Highway 72 and 305th E Avenue.

Motion by Harold Chance, second by Randy Woodward, to approve a project maintenance, financing, and right-of-way agreement with the Oklahoma Department of Transportation pertaining to certain sidewalk improvements to be constructed between Highway 72 and 305th East Avenue along East Pecan Street.

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

10. Resolution 2022-05 – Fire Engine Lease Purchase Agreement

Assistant City Manager Julie Casteen discussed a Lease Purchase agreement with RCB Bank to finance the fire engine purchase that was approved on September 21, 2021.

Motion by Harold Chance, second by Logan Brown to adopt Resolution 2022-05, a resolution of the City of Coweta, Oklahoma approving an equipment lease purchase agreement with RCB Bank for fire equipment; establishing the City’s reasonable expectation with respect to the issuance of non-taxable obligations by the City in calendar year 2022, and designating the lease-purchase agreement as a non-qualified taxable obligation; and authorizing the City Manager to execute all documents related to the acquisition and/or lease purchase of such equipment.

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

11. Resolution 2022-08 Regarding Budget Amendments FY21-22

Julie Casteen presented information on proposed budget amendments.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2022-08, 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

12. Resolution 2022-09 Hazard Mitigation Plan

Police Chief Mike Bell presented information on Wagoner County's 2021 Oklahoma Hazard Mitigation Plan Update.

Motion by Harold Chance, second by Randy Woodward to adopt Resolution 2022-09, a resolution of the City Council of the City of Coweta, Oklahoma adopting the 2021 Wagoner County, Oklahoma Hazard Mitigation Plan Update.

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

13. Resolution 2022-06

Roger Kolman introduced Rick Smith, a financial advisor from Municipal Finance Services, Inc. Mr. Smith presented financing options related to projects that were identified to be funded by the 1% Special Sales and Use Tax.

Motion by Evette Young, second by Harold Chance to adopt Resolution 2022-06, a resolution of the City Council of the City of Coweta, Oklahoma (the "City") approving the incurrence of indebtedness by the Coweta Public Works Authority (the "Authority") issuing its Sales Tax Revenue Note, Series 2022 (the "Note"); providing that the organizational document creating the Authority is subject to the provisions of the Note indenture, authorizing the issuance of said Note; waiving competitive bidding with respect to the sale of said Note and approving the proceedings of the Authority pertaining to the sale of said Note; approving and authorizing a Sales Tax Agreement by and between the City and the Authority pertaining to the year-to-year pledge of certain sales and use tax revenue; and containing other provisions relating thereto.

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

VIII. NEW BUSINESS

There was no new business.

IX. ADJOURNMENT

Mayor Young adjourned the meeting at 6:51 p.m.

Evette Young, Mayor

Julie Casteen, City Clerk

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

Mémorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Ordinance 857
Date: 4/4/2022

BACKGROUND

HB2010, a bill regulating mobile food vendors in Oklahoma, has been approved by the House and will be considered by the full Senate soon with an expectation of passage. This bill is intended to make it easier for mobile food vendors to engage in business in communities by consolidating and simplifying state and local regulations.

Key points of HB2010 include:

- The Oklahoma Department of Health will be the primary regulator and licensor of mobile food vendors.
- The license issued by the Oklahoma Department of Health or the city-county health departments in Oklahoma or Tulsa counties shall be recognized by all local authorities.
- Mobile food vendors shall follow all state and local laws not in conflict with HB2010.
- Mobile food vendors may operate in any location allowed by the local authority.
- Mobile food vendors may operate on private property located in any zoning district where food service establishments are allowed.
- Mobile food vendors may operate on private property in a residential district up to twelve (12) days per year at the request of a resident, or group of residents, of the neighborhood.
- Mobile food vendors may operate and remain at one location for up to fourteen (14) consecutive days on private property.

In order to simplify the regulation of mobile food establishments in Coweta, and comply with the guidance contained in HB2010, it is necessary to amend Ordinance 777, which was adopted in 2016. The accompanying Ordinance 857, amends existing Coweta regulations by:

- Exempting mobile food vendors from the background check that is currently required of itinerant vendors.
- Recognizing the Food Establishment License issued by the Oklahoma Department of Health or the city-county health department for Tulsa or Oklahoma counties.
- Recognizing a state fire marshal inspection performed within one year of application.
- Setting the application fee for an itinerant vendor’s license at $50.00.
- Requiring issuance of the local license within five (5) business days of application.

A future ordinance will be presented that further clarifies regulation of non-food related itinerant vendors and solicitors in Coweta.

STAFF RECOMMENDATION

Staff recommends adoption of Ordinance 857 with an emergency clause adopted separately.

ATTACHMENTS

Proposed Ordinance 857
Ordinance 771
HB2010

CITY OF COWETA, OKLAHOMA

ORDINANCE NO. 857

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING SECTIONS 9-202 AND 9-203 OF PART 9, CHAPTER 2 ITINERANT VENDORS, OF THE CITY OF COWETA CODE OF ORDINANCES, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION 1. AMENDATORY.

Sections 9-202 and 9-203 of Part 9, Chapter 2, Itinerant Vendors, of the City of Coweta, Oklahoma Code of Ordinances are hereby amended to read as follows:

SECTION 9-202 APPLICATION

The itinerant vendor shall make application to the city clerk of the city at least five (5) business days prior to the date of his contemplated sale or exhibit to be held in the city. The application shall be in the form of an affidavit, stating the full name and permanent address of the itinerant vendor, the location of his or its principal office and place of business, and the names and business addresses of its principal owners, officers, or members if the itinerant vendor is other than a sole proprietorship. The application must be accompanied by:

A. A statement showing the nature of the services or merchandise to be offered for sale or exhibited.

B. Identification and background of the individuals acting on behalf of the itinerant vendor, including proof of age, address, a photograph, and a background check. Exempt from the background check requirement in this Subsection B are mobile food establishments licensed by the Oklahoma Department of Health.

C. A certified copy of its permit or authority to do business in the State of Oklahoma if the itinerant vendor is an entity organized under the laws of some state if other than Oklahoma.

D. A copy of the Oklahoma Tax Commission Sales Tax Permit, showing the City of Coweta, Oklahoma as the recipient of sales tax revenue.

E. A copy of the vendor’s current Food Establishment License issued by the Oklahoma State Department of Health or the city-county health department for Tulsa or Oklahoma Counties, and most recent state fire inspection report (if the vendor is involved in the sale or distribution of food or other goods, products, or services subject to State Department of Health regulation).

F. An applicant for an itinerant vendor's license located upon private property(ies) shall present documentation from the property owner or person in control of the property authorizing its use for such purposes.

SECTION 9-203 LICENSE FEE

The license fee for the itinerant vendor shall be set at $50.00, plus reasonable cost for the conduct of a background check, when conducted by the city. The fee and costs may be changed by the City Council by motion or resolution. The City Council or City Manager may waive fees for itinerant vendors selling goods, services or merchandise at a special event or other activity authorized by the City Council, City Manager, or Chief of Police.

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 4th day of April 2022.

____
Evette Young, Mayor

ATTEST:

____
Julie Casteen, City Clerk

APPROVED:

____
Ronald D. Cates, City Attorney

ORDINANCE NO. 771

AN ORDINANCE AMENDING THE CODE OF ORDINANCE OF THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, MORE SPECIFICALLY AMENDING PART 9, LICENSING AND BUSINESS REGULATIONS, CHAPTER 2, SECTIONS 9-201 TO 9-206, ITINERANT VENDORS, REPEALING ALL ORDINANCES TO THE CONTRARY, AND DECLARING AN EMERGENCY

WHEREAS, the Coweta Code of Ordinance requires amending to address a growing type of business, mobile food service, including food trucks, trailers, pedal carts, and clarify that such business is regulated by the Itinerant Vendor sections of the Code, and;

WHEREAS, there is a recognition that there are duly authorized and permitted restaurants and businesses in the City of Coweta, already permitted under State Health Department regulations, already selling food or drink from physical establishments or other fixed, permanent locations inside the city limits, that are seeking the itinerant vendors license to also sell from non-fixed, non-permanent locations in the city, in addition to their fixed, permanent locations in the city, and;

WHEREAS, it is agreed that easing regulatory burden on established businesses that have physical locations in the city, while protecting the safety and welfare of residents and visitors of the community, are in the best interest of the citizens of the City of Coweta, Oklahoma, and recognizing that these goals are not mutually exclusive, and;

WHEREAS, amending the Itinerant Vendor sections of the Code is in the best interest of the citizens of the City of Coweta, Oklahoma.

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

SECTION 1. Part 9, Chapter 2, Sections 9-201 to 9-206, Itinerant Vendors, of the Coweta City Code of Ordinance is hereby amended to read as follows:

SECTION 9-201 LICENSE REQUIRED

A. All persons, firms or corporations providing goods, services or merchandise for sale, or soliciting such sale, on a temporary basis with the corporate limits of the city shall first obtain an itinerant vendors license from the City Clerk. Said license shall be valid for one (1) year from the issuance date. For purposes of this section, "temporary" shall be defined as a business or service operation provided from a non-fixed or non-permanent location.

B. The City Clerk, upon issuance of an itinerant vendors license, shall provide documentation of such. A copy of such documentation shall be in possession of the itinerant vendor while engaged in such business activities. Such documentation shall be presented upon request for request for inspection by any peace officer, code enforcement officer or other authorized employee of the city, or by a customer or person within the city limits being solicited by the itinerant vendor.

SECTION 9-202 APPLICATION

The itinerant vendor shall make application to the city clerk of the city at least ten (10) days prior to the date of his contemplated sale or exhibit to be held in the city. The application shall be in the form of an affidavit, stating the full name and address of the itinerant vendor, the location of his or its principal office and place of business, the names and addresses of its officers if it is a corporation, and the partnership name and the names and addresses of all partners if such itinerant vendor is a firm. The application must be accompanied by:

A. A statement showing the kind and character of goods to be sold, or merchandise to be sold, offered for sale or exhibited.

B. Identification and background of the individuals acting on behalf of the itinerant vendor, including proof of age, address, a photograph, and a background check. Exempt from the background check requirement in this Subsection B are restaurants or businesses already selling food or drink from a fixed, permanent location inside the city limits, that are seeking the itinerant vendors license to also sell from a non-fixed, non-permanent location, in addition to their fixed, permanent location, provided that the restaurant or business otherwise complies with State Health Department requirements and the other requirements in this Chapter.

C. A certified copy of the charter, partnership agreement, articles of incorporation, or other organizational documents if the itinerant vendor is an entity organized under the laws of any state.

D. A certified copy of its permit or authority to do business in the State of Oklahoma if the itinerant vendor is an entity organized under the laws of some state if other than Oklahoma.

E. A copy of the Oklahoma Tax Commission Sales Tax Permit, showing City of Coweta as the recipient of sales tax revenue.

F. A copy of the Oklahoma State Health Department License (if the vendor is involved in the sale or distribution of food or other goods, products, or services subject to State Health Department regulation.

G. A bond in the sum of not less than Five Hundred Dollars ($500.00), executed by the itinerant vendor as principal, with some surety company authorized to do business in the state as surety, which bond shall be payable to the city for the use and benefit of any person or persons entitled thereto and conditioned that the principal and surety will pay all damages to person, or persons, caused by or arising from, or growing out of the wrongful or illegal conduct of the itinerant vendor while conducting the sale or exhibit in the city. The bond shall remain in full force and effect for the entire duration of the license permit as provided herein, and two (2) years thereafter.

H. An applicant for an itinerant vendors license located upon private property shall present documentation from the property owner or person in control of the property authorizing its use for such purposes.

SECTION 9-203 LICENSE FEE

The license fee for the itinerant vendor shall be set at $75.00, plus reasonable costs for the conduct of a background check, when conducted by the city. The fee and costs may be changed by the City Council by motion or resolution. The City Council may waive fees for itinerant vendors selling goods, services or merchandise at a special event or other activity authorized by the City Council, City Manager, Chief of Police or other persons or entities permitted to make such authorizations.

SECTION 9-204 TRANSFER

The license permit provided herein shall not be transferable nor give authority to more than one person to conduct a business as an itinerant vendor, but any persons having obtained such license may have the assistance of one or more persons in conducting the business.

SECTION 9-205 GOING UPON PROPERTY

A. Business locations and functions for itinerant vendors must be in compliance with the Zoning Code of the city, as well as all other municipal, county, state and federal laws and regulations.

B. No itinerant vendor shall use any public property with the corporate limits of the city, including streets, parks and public rights-of-way, to establish a fixed business or service operation. Exempt from this provision are itinerant vendors engaged in a special event or other activity authorized by the City Council, City Manager, Chief of Police or other persons or entities permitted to make such authorizations.

C. An itinerant vendors license is required for all persons, firms or corporations providing goods, including food or drink, for sale dispensed from a moving vehicle or other form of mobile conveyance upon the public streets of the city, or upon any property in the city limits.

D. An itinerant vendors license is required for all persons, firms, or corporations conducting residential door-to-door sales of goods, services, or merchandise. Residents are permitted to post signage forbidding solicitation at the residence (for example, a No Soliciting sign). Failure of the itinerant vendor to abide by such signage shall be punishable as a misdemeanor under Part 9, Chapter 2, Section 9-206 (Enforcement) and under Chapter 1, Section 1-108, of this code.

SECTION 9-206 ENFORCEMENT

Any person convicted of violating any provisions of this Chapter shall be fined as provided in Chapter 1, Section 1-108 of this code.

SECTION 2. All ordinances or parts of ordinances in conflict herewith, are hereby repealed. If any parts hereof shall be held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

SECTION 3. That an emergency exists for the preservation of the public health, peace and safety, and therefore that this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED with the emergency clause voted upon separately this 2nd day of May, 2016.

Robert Morton

Robert Morton, Mayor

ATTEST:

Brittany Long, City Clerk

CITY OF COWETA
SEAL
WAGONER COUNTY OKLAHOMA

APPROVED AS TO FORM:

David Weatherford, City Attorney

ENGROSSED HOUSE
BILL NO. 2010

By: Townley and Johns of the House

and

Montgomery of the Senate

An Act relating to public health and safety; amending 63 O.S. 2021, Sections 1-1101 and 1-1118, which relate to food; defining terms; modifying creation of certain fees; requiring mobile food vendors follow certain laws; allowing mobile food vendors to operate in certain locations; requiring mobile food vendors operate in a certain manner; authorizing the State Department of Health to promulgate rules; authorizing local authorities to regulate mobile food vendors; allowing administrative hearing upon suspension or revocation of certain license; establishing penalties; providing appeals process; providing for codification; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 63 O.S. 2021, Section 1-1101, is amended to read as follows:

Section 1-1101. For the purposes of this ~~article~~ act:

(a) The term "food" means:

(1) articles used for food or drink for ~~man~~ human consumption,

(2) chewing gum, and

(3) articles used for components of any such article.

(b) The term "label" means a display of written, printed or graphic matter upon the immediate container of any article; and a requirement made by or under authority of this article that any word, statement, or other information appearing on the label shall not be considered to be complied with unless such word, statement, or other information also appears on the outside container or wrapper, if there be any, of the retail package of such article, or is easily legible through the outside container or wrapper.

(c) The term "immediate container" does not include package liners.

(d) The term "labeling" means all labels and other written, printed or graphic matter:

(1) upon an article or any of its containers or wrappers, or

(2) accompanying such article.

(e) If an article is alleged to be misbranded because the labeling is misleading, or if an advertisement is alleged to be false because it is misleading, then in determining whether the labeling or advertisement is misleading there shall be taken into account (among other things) not only representations made or suggested by statement, word, design, device, sound, or in any combination thereof, but also the extent to which the labeling or advertisement fails to reveal facts material in the light of such representations or material with respect to consequences which may result from the use of the article to which the labeling or advertisement relates, under the conditions of use prescribed in the labeling or advertisement thereof, or under such conditions of use as are customary or usual.

(f) The term "advertisement" means all representations disseminated in any manner or by any means, other than by labeling, for the purpose of inducing, or which are likely to induce, directly or indirectly, the purchase of food.

(g) The term "contaminated with filth" applies to any food not securely protected from dust, dirt, and, as far as may be necessary by all reasonable means, from all foreign or injurious contaminations.

(h) The provisions of this article regarding the selling of food shall be considered to include the manufacture, production, processing, packing, exposure, offer, possession, and holding of any such article for sale; and the sale, dispensing, and giving of any such article, and the supplying or applying of any such articles in the conduct of any food establishment.

(i) The term "Federal Act" means the Federal Food, Drug, and Cosmetic Act.

(j) The term "mobile food establishment" means a facility, including a trailer, that prepares food and beverages, is vehicle mounted, is road-approved by the Department of Transportation, including wheels and axles, is readily movable, and remains at one physical address for no more than twelve (12) hours at one time, unless the mobile food establishment is operating on private property. A mobile food establishment operating on private property may remain at one physical address for no more than fourteen (14) days.

(k) The term "mobile push cart" means a non-self-propelled food unit that can be manually moved by an average person without being vehicle mounted.

(l) The term "mobile retail food establishment" means a licensed enterprise which sells packaged foods from a stationary display at a location some distance from the establishment but still at the same physical address for no more than twelve (12) hours; provided, the licensed unit is on the premises and readily available for inspection and the food has been prepared in a facility that is regulated by the Good Manufacturing Practices in Title 21 of the Code of Federal Regulations or pursuant to Section 310:260 of the Oklahoma Administrative Code, Good Manufacturing Practice Regulations, Oklahoma Department of Agriculture, Food, and Forestry, and United States Department of Agriculture, or this act.

(m) The term "mobile food vendor" means any person who dispenses food or beverages from a mobile food establishment, mobile push cart, or mobile retail food establishment.

(n) The term "mobile food vending" means dispensing food or beverages from a food vending vehicle.

(o) The term "food vending vehicle" means a mobile food establishment, mobile push cart, or mobile retail food establishment.

(p) The term "local authority" means any local government, including any town, city, charter city, political subdivision, or county.

(q) The term "public property" means any property owned and operated by this state or a local authority for the benefit of the public and includes all rights-of-way contained wholly within any state or local authority parks.

(r) The term "temporary mass gathering" means an actual or reasonably anticipated assembly of three hundred (300) or more people for an event that continues, or reasonably can be expected to continue, for two (2) or more hours per day.

(s) The term "nonobstructive spot inspection" means an inspection of a mobile food establishment at a temporary mass gathering that is conducted, if practicable, before the start of the temporary mass gathering and that does not exceed ten (10) minutes in length if conducted during a high-traffic time of the gathering.

SECTION 2. AMENDATORY 63 O.S. 2021, Section 1-1118, is amended to read as follows:

Section 1-1118. A. It shall be unlawful for any person to operate or maintain any establishment, stationary or otherwise, where food or drink is offered for sale, or sold, to the public, unless the person is the holder of a food establishment license issued for such purpose by the State Commissioner of Health or designee. A mobile food vendor that seeks to operate in a county with a population of more than four hundred thousand (400,000) according to the latest Federal Decennial Census that is governed by a city-county health department shall obtain a food establishment license from the local authority which has the population over four hundred thousand (400,000) according to the latest Federal Decennial Census. This food establishment license shall be recognized by the State Commissioner of Health and all local authorities as a state food establishment license for purposes of this title. A food establishment license shall permit the mobile food vendor to operate in any local authority's jurisdiction upon the local authority's recognition of the license, the issuance of any relevant local license not in conflict with this act, and the vendor's compliance with all other municipal provisions not in conflict with this act.

A food establishment license shall not be required for:

1. A produce stand that offers only whole, uncut and unprocessed fresh fruits, melons, vegetables and legumes and/or whole uncracked and unprocessed nuts;

2. A manufacturer, wholesaler or broker of food licensed pursuant to Section 1-1119 of this title;

3. A kitchen in a private home if only food that does not require time and temperature control for safety is prepared for sale or service at a function such as a nonprofit civic, charitable or religious organization's bake sale;

4. An area where food that is prepared as specified in paragraph 3 of this subsection is sold or offered for human consumption;

5. A private home that receives catered or home-delivered food;

6. A hotel licensed pursuant to Section 1-1201 of this title which provides limited food service in compliance with rules promulgated by the State ~~Commissioner~~ Board of Health;

7. A kitchen in a private home or in a bed and breakfast that prepares and offers food to guests, if the home is owner-occupied, the number of available guest bedrooms does not exceed three, and breakfast is the only meal offered;

8. A nonprofit civic, charitable or religious organization using unpaid individuals to prepare or serve food on its behalf, for occasional ~~fund-raising~~ fundraising events sponsored and conducted by the organization. For the purposes of this paragraph, an "occasional ~~fund-raising~~ fundraising event" shall be defined as an event that occurs four times a year or less;

9. Day care centers or family day care centers, and all other child care facilities as defined and licensed pursuant to the provisions of the Oklahoma Child Care Facilities Licensing Act;

10. Nursing facilities and specialized facilities, as defined in and licensed pursuant to the provisions of the Nursing Home Care Act, residential care homes as defined by the Residential Care Act, adult day care centers as defined by the Adult Day Care Act, and assisted living centers and continuum of care facilities licensed pursuant to the Continuum of Care and Assisted Living Act; and

11. Other establishments exempted from food establishment licensure pursuant to state law.

B. Each license shall expire one (1) year following the date of its issuance. The State Department of Health shall charge and collect for each such license an annual fee to be fixed by the State ~~Commissioner~~ Department of Health by rule or as provided for in this section.

1. The ~~Commissioner~~ Board may provide by rule for a fee-exempt license for a food establishment operated by a nonprofit, civic, charitable or religious organization that uses unpaid persons to sell or offer food on a more frequent basis than the occasional ~~fund-raising~~ fundraising event. A fee-exempt license shall not expire but shall remain in full force and effect until affirmatively revoked, suspended, annulled or withdrawn by the Department in accordance with applicable law.

2. The ~~Commissioner~~ Board may by rule also provide that licenses for establishments serving events of limited duration or operating on a seasonal basis shall extend only for the term of the event or season, and may by rule adjust the fees for such licenses accordingly.

3. The ~~Commissioner~~ Board shall provide by rule a three-day license for vendors who only sell at farmers markets as defined in 310:257-1-2 of the Oklahoma Administrative Code or at county fairs. Licenses for vendors who only sell at farmers markets or county fairs shall not exceed Fifty Dollars ($50.00). Vendors who do not sell food and vendors who meet the exceptions provided in subsection A of this section shall not be required to obtain a three-day license or a food establishment license.

4. The ~~Commissioner~~ Board shall provide by rule a multiseasonal license for snow cone stands that sell hot beverages in addition to snow cones. A snow cone stand that does not sell hot beverages shall be considered a seasonal food establishment.

C. The State ~~Commissioner~~ Board of Health shall promulgate reasonable standards and rules for sanitation of establishments required to be licensed, which shall include the following: buildings, vehicles, and appurtenances thereto, including plumbing, ventilation and lighting; construction, cleanliness and bactericidal treatment of equipment and utensils; cleanliness, wholesomeness, storage and refrigeration of food and drink sold or served;

cleanliness and hygiene of personnel; toilet facilities; disposal of waste; water supply; and other items deemed necessary to safeguard the health, comfort, and safety of customers.

SECTION 3. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 1-1150 of Title 63, unless there is created a duplication in numbering, reads as follows:

A. A mobile food vendor with a food establishment license required under Section 1-1118 of Title 63 of the Oklahoma Statutes is authorized to operate in the state subject to this section. Mobile food vendors shall follow all state and local laws and regulations governing operations in the jurisdiction where the vendor is operating that are not in conflict with this act.

B. A mobile food vendor with a food establishment license required under Section 1-1118 of Title 63 of the Oklahoma Statutes shall provide a copy of its state license to a local authority for recognition by the local authority before operating in the local authority's jurisdiction. The local authority shall recognize a lawful and valid state license and authorize the mobile food vendor to operate in its jurisdiction within five (5) business days of receipt of the state license and verification of compliance with local regulations not in conflict with this act. Such recognition and authorization may include issuing a local license or permit to the mobile food vendor. Any local license or permit issued shall not impose additional requirements that conflict with this act.

C. Upon compliance with subsection B of this section, a mobile food vendor may operate in the following locations:

1. Any location allowed by the local authority; and

2. On private property under the following circumstances:

   a. the property is located in a zoning district where food service establishments are permitted to operate and the vendor has permission of the property owner, designee, or lessor,

   b. the property is located in a residential zoning district and the mobile food vendor has been invited by a resident or group of residents in that district to operate on their property for the purpose of serving food to that resident, group of residents or their guests; provided that the operation of mobile food vendors on the subject property not exceed twelve (12) days per year, and

   c. the mobile food vendor would not cause a nuisance.

D. A mobile food vendor shall not operate in any manner which will interfere with or obstruct the free passage of pedestrians or vehicles along any street, sidewalk, or parkway.

E. A mobile food vendor shall not operate in a state park without having a contract or lease agreement approved by the Oklahoma Tourism and Recreation Commission.

F. When operating, a mobile food vendor shall:

1. Maintain a food vending vehicle in good operating order;

2. Provide a waste receptacle for customers that is visible and request that customers use it;

3. Remove and dispose of all refuse within a twenty-five-foot radius of the mobile food vendor's operating area at the conclusion of operation;

4. Display the mobile food vendor's food establishment license in a conspicuous location for public view; and

5. If serving food at a temporary mass gathering, notify the State Department of Health and the local authority in the jurisdiction where the gathering is to be located of the dates the mobile food vendor will operate at the temporary mass gathering at least ten (10) business days prior to the gathering.

G. The State Department of Health may promulgate rules to enforce the provisions of this section. Rules adopted shall not:

1. Require a mobile food vendor to operate a specific distance from the perimeter of an existing commercial establishment or to enter into any agreement with a commercial establishment;

2. Require a mobile food vendor that serves only prepackaged food or that does not prepare or open food to have a handwashing sink in the food vending vehicle;

3. Require a mobile food vendor to associate with a commissary if the vendor carries all the equipment necessary to comply with health and safety standards and applicable regulations;

4. Limit the number of licensed mobile food vendors;

5. Require a mobile food vendor to obtain any additional permits from a local authority unless the mobile food vendor seeks to operate at an event which is permitted by a local authority or in a local, public park;

6. Require a mobile food vendor to be fingerprinted or to install a Global Positioning System (GPS) tracking device on the vendor's vehicle;

7. Require a mobile food vendor to stay in constant motion except for when serving customers;

8. Require a mobile food vendor to change locations unless the vendor is operating in violation of this act;

9. Require a mobile food vendor to maintain insurance that names a local authority as an additional insured unless the vendor is operating at an event sponsored by the local authority or operating in a local, public park;

10. Require a mobile food vendor to maintain a bond that names a local authority as a beneficiary unless the vendor is operating at an event sponsored by the local authority or operating in a local, public park;

11. Require a mobile food vendor to submit to health inspections beyond health inspections conducted by the Department or by a local authority collaborating with the Department, unless the Department is investigating a reported foodborne illness, or

addressing a complaint of an imminent health or safety hazard to the public;

12. Require a health inspection of a food vending vehicle more than twice per year unless the Department is ensuring a mobile food vendor has corrected a violation detected during a prior inspection, is investigating a reported foodborne illness, or is conducting a nonobstructive spot inspection to ensure food safety;

13. Charge a mobile food vendor fees for a health inspection; and

14. Require a mobile food vendor to submit to a state fire inspection if the vendor can demonstrate it passed a state or local fire inspection in the previous twelve (12) months.

SECTION 4. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 1-1151 of Title 63, unless there is created a duplication in numbering, reads as follows:

A. The local authority may regulate mobile food vendors in accordance with this section. In relation to a mobile food vendor's operations, a local authority may:

1. Restrict the operation of a noisemaking device that exceeds seventy-five (75) decibels measured at twenty-three (23) feet from the food vending vehicle during certain hours of the day;

2. Restrict a mobile food vendor from operating in a public park or require a special permit and payment of fees to operate in a public park;

3. Prohibit a mobile food vendor from blocking or restricting ingress to or egress from private property;

4. Develop a mobile food vendor metered parking pass for a fee that permits a mobile food vendor to operate from metered parking spaces for longer than the vendor would otherwise be permitted;

5. Investigate reports of foodborne illnesses;

6. Report a mobile food vendor's suspected violation of this act to the State Department of Health;

7. Issue citations and penalties to mobile food vendors for violations of state and local law not inconsistent with this act; and

8. Adopt and enforce other regulations in conformity to municipal powers that are not inconsistent with this act. Any regulation regarding mobile food vendors must address public health or safety risks.

B. In relation to a mobile food vendor's operations, a local authority may not:

1. Prohibit a mobile food vendor from lawfully operating in its jurisdiction if the vendor holds a food establishment license required under Section 1-1118 of Title 63 of the Oklahoma Statutes and is in compliance with this act and all other state and local laws not in conflict with this act;

2. Require a mobile food vendor to obtain any license or permit from the local authority to operate a food vending vehicle unless:

a. the local authority is issuing a local license in recognition of a state license under subsection B of Section 3 of this act,

b. the mobile food vendor seeks to operate at an event which has been permitted by the local authority, or

c. the mobile food vendor seeks a food establishment license from a local authority required by Section 1-1118 of Title 63 of the Oklahoma Statutes;

3. Require a mobile food vendor that is operating on private property with the permission of the owner to operate a specific distance from commercial food or retail establishments;

4. Require a mobile food vendor to enter into any agreement with commercial food or retail establishments;

5. Require a mobile food vendor to be fingerprinted or to install a Global Positioning System (GPS) tracking device on the vendor's vehicle;

6. Require a mobile food vendor to stay in constant motion except for when serving customers;

7. Require a mobile food vendor to maintain an insurance policy that names the local authority as an additional insured unless the vendor is operating at an event sponsored by the local authority or operating in a local, public park;

8. Require a mobile food vendor to maintain a bond that names a local authority as a beneficiary unless the vendor is operating at

an event sponsored by the local authority or operating in a local, public park;

9. Require a mobile food vendor to submit to health inspections beyond health inspections conducted by or in collaboration with the Department, unless the local authority is investigating a reported foodborne illness or addressing a complaint of an imminent health or safety hazard to the public;

10. Require a health inspection of a food vending vehicle more than twice per year unless the local authority, in collaboration with the Department under this act, is ensuring a mobile food vendor has corrected a violation detected during a prior inspection, is investigating a reported foodborne illness, or is conducting a nonobstructive spot inspection to ensure food safety;

11. Charge a mobile food vendor fees for additional health inspections;

12. Charge a mobile food vendor fees for any local license or permit allowed under Section 3 of this act beyond the administrative cost of issuing the local license or permit;

13. Require a mobile food vendor to submit to a state fire inspection if the vendor can demonstrate it passed a state fire inspection in the previous twelve (12) months;

14. Require a mobile food vendor to enter into any agreement with a commercial establishment or restaurant;

15. Regulate the equipment requirements for a food vending vehicle; and

16. Require a mobile food vendor to associate with a commissary if the vendor has all the equipment necessary to comply with state regulations pertaining to food vending vehicles.

SECTION 5. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 1-1152 of Title 63, unless there is created a duplication in numbering, reads as follows:

A. Any mobile food vendor who has been notified of a possible suspension or revocation of his or her state license may request an administrative hearing in accordance with the Administrative Procedures Act and rules of the State Department of Health.

B. The Department may issue civil penalties to a person who operates as a mobile food vendor without a license, with a suspended license, or after a license is revoked.

SECTION 6. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 1-1153 of Title 63, unless there is created a duplication in numbering, reads as follows:

A person aggrieved by a decision of the State Department of Health following a hearing has the right to appeal the decision as provided in the Administrative Procedures Act and rules of the State Department of Health.

SECTION 7. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 1-1154 of Title 63, unless there is created a duplication in numbering, reads as follows:

A. This act shall not be construed to require a local authority to adopt a program regulating mobile food vendors or to modify its existing program regulating mobile food vendors; provided, the regulations do not conflict with this act.

B. This act shall not be construed to impede the State Department of Health or local authority in any investigation of a reported foodborne illness.

SECTION 8. This act shall become effective November 1, 2022.

Passed the House of Representatives the 21st day of March, 2022.

____
Presiding Officer of the House
of Representatives

Passed the Senate the ___ day of __________, 2022.

____
Presiding Officer of the Senate

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

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, Assistant City Manager

Re: Ordinance Amending OkMRF Defined Contribution Retirement Plan

Date: April 4, 2022

BACKGROUND

One of the benefits provided to non-contractual employees of the City of Coweta is a Defined Contribution retirement plan through the Oklahoma Municipal Retirement Fund "OkMRF". Employees are required to participate in the plan following six months of employment.

The City of Coweta has three Defined Contribution plans:

1. DC plan, which covers general non-contractual employees
2. CMO Plan, which covers the City Manager
3. Special Incentive CMO Plan, which has no current participants.

OkMRF is required to follow a six-year filing cycle for preapproved plans in order to retain plan qualification and approval from the Internal Revenue Service (IRS). The OkMRF Defined Master Plan and Joinder Agreement were recently amended and restated and subsequently approved by the IRS. The OkMRF Board of Trustees and each participating member must now formally adopt the new documents containing updated plan language.

Attached is a memo from OkMRF Tax Attorney John Papahronis of McAfee and Taft that outlines the changes to the plan documents.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 858, and approval of an emergency clause making the ordinance effective immediately upon publication.

ATTACHMENTS:

- Memo highlighting plan changes
- Ordinance 858 (DC Plan)
- Ordinance 859 (CMO Plan)
- Ordinance 860 (Special Incentive CMO Plan)
- Exhibit A: Joinder Agreements
- Exhibit B: OkMRF Master Defined Contribution Plan

MCAFEE&TAFT
A PROFESSIONAL CORPORATION

8TH FLOOR • TWO LEADERSHIP SQUARE
211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103
(405) 235-9621 • FAX (405) 235-0439
www.mcafeetaft.com

MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: November 12, 2021

RE: Oklahoma Municipal Retirement Fund Master Defined Contribution Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Contribution Plan

Sec.	**Feature**	**Current Version**	**Newly-Approved Version**
1.1	Purpose	States the purpose of the Plan.	Adds IRS required sentence that the plan is intended to qualify as a governmental plan.
1.3	Exclusive Benefit	None	Added IRS required language that the Plan is for the exclusive benefit of employees. Expanded language that was previously in 1.1.
2.1(m)	Definition of Compensation	Includes historical language required by IRS	Deletes historical IRS required language that is obsolete.
2.1(r)	Definition of Employee	None	Includes a definition of Employee by cross referencing Joinder Agreement.
4.5	Change of Rate of Voluntary Nondeductible Contributions	Permits Participant to change rate of payroll deduction	Deletes reference to minimum and maximum rates.

4.8(d)(i)(3)	Roth Elective Deferrals	Provisions describing permitted Roth Elective Deferrals	Added IRS required language regarding correction of excess contributions of Roth Elective Deferrals.
5.11(a)(iv)	Maximum Permissible Amount	Definition for IRS limit	Updated IRS dollar limit for current amount.
6.12	Loss of Benefits for Cause	Reserved Section holder	Deleted per request of IRS.
6.17	Forfeiture of Benefits	Reserved Section holder	Deleted per request of IRS.
8.5	Provider's Power to Amend	Authority of Volume Submitter Practitioner to Amend for Adopting Employers	Modified to reflect current IRS terminology in accordance with Rev. Proc. 2017-41.
10.5	Benefits Payable to Incompetents	Protocol for benefit payments to incompetents	Modified to provide payments will be made to valid power of attorney, court appointed guardian, or other person authorized under state law.
11.11	Supersession of Inconsistent Provisions	Incorporates provisions of Trust Indenture	IRS required deletion of incorporation of provisions of Trust Indenture.

B. Joinder Agreement

Sec.	**Feature**	**Current Version**	**Newly-Approved Version**
8.	Forfeitures	Timing of allocation of forfeitures not specified	Timing of allocation specified
Sig. page	Required Disclosure re: IRS Approval	IRS required disclosure regarding the use and restrictions of IRS Preapproved Plan	Update language to meet current IRS requirements

ORDINANCE NO. 858

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF COWETA, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

SECTION 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **April 1, 2022,** the amended and restated Plan designated "Employee Retirement System of the City of Coweta**,** Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

SECTION 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund**,** as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

SECTION 3. APPROPRIATIONS. The City of Coweta, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Coweta, Oklahoma**,** is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

SECTION 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Coweta, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

SECTION 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

SECTION 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B"**,** is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

SECTION 7. **EMERGENCY**. Whereas, in the judgment of the City Council of the **City of Coweta,** Oklahoma, the public peace, health, safety, and welfare of the **City of Coweta**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Coweta on the 4th day of April, 2022, and was duly adopted and approved by the Mayor and City Council, on the 4th day of April, 2022, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Coweta

By _______________________________________
Evette Young, Mayor

ATTEST:

____
Julie Casteen, City Clerk

Approved as to form and legality on _________________________ , ________ .

____
Ronald D. Cates, City Attorney

Exhibit A

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Coweta [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Coweta, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Coweta Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. **Dates.**

[ ] This instrument is a new Plan effective __ ("Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].

[X] This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective <u>September 1, 1985</u>. The effective date of this Joinder Agreement is **<u>April 1, 2022</u>** ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. **Employee.**

The word "Employee" shall mean:

[X] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person who, **[ ]** on or after the Effective Date, **[ ]** as of , holds the position of:

- **[ ]** City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- **[ ]** Assistant City Manager **[ ]** Chief of Police **[ ]** Fire Chief
- **[ ]** Department Head or Department Manager **[ ]** Finance Director or Chief Financial Officer
- **[ ]** General Counsel or Municipal Attorney **[ ]** Municipal Judge
- **[ ]** _ (specify position)

The word "Employee" shall <u>not</u> include:

[X] Any person who is currently accruing benefits under any other state or local retirement system.

[X] Any person in the following position and who is covered under another retirement program or system approved by the City:

- **[X]** City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- **[ ]** Assistant City Manager **[ ]** Chief of Police **[ ]** Fire Chief
- **[ ]** Department Head or Department Manager
- **[ ]** Finance Director or Chief Financial Officer
- **[ ]** General Counsel or Municipal Attorney **[ ]** Municipal Judge
- **[ ]** __ (specify position)

[ ] Any person who _ [description may include a position but not the name of an individual].

3. **Entry Date.**

Eligible Employees shall commence participation in the Plan: (Select only one)

- **[X]** __6__ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- **[ ]** On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

- **[X]** No exclusions.
- **[ ]** Overtime pay.
- **[ ]** Bonuses.
- **[ ]** Commissions.
- **[ ]** Longevity pay.
- **[ ]** Severance pay.
- **[ ]** Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- **[ ]** Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- **[ ]** Other: [must be definitely determinable]

5. **Plan Design.**

The Employer hereby elects the following Plan design:

[X] **__Pick-up Option__**. Each Employee shall be required to contribute to the Plan **__5.00%__** of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

[ ] **__Thrift Plan Option__**.

- [ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than **__%__** of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
- **[ ]** The Employer shall contribute to the Fund an amount equal to **__%__** of the total Mandatory Contributions contributed by Participants.

  The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

[ ] **__Fixed Option__**. The Employer shall contribute to the Fund an amount equal to **__%__** of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[X] **__Variable Option__**.

- **[X]** The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
  - **[ ]** Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
  - **[X]** Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
  - **[ ]** Option C: A combination of Options A and B in the following ratios: **%** for Option A, and **%** for Option B.

[ ] **401(k) Option**.
(This Option available only if elected prior to May 1, 1986)

- [ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than **%** of their Compensation for each election period.
- [ ] Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] **Matching Contribution Option**. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] **No Employer Contribution Option**.

6. Other Participant Contribution Options.

[X] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.
[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[X] Are permitted.
[ ] Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

[ ] Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
[X] Shall reduce the Employer contribution under such Option for the current or next following Plan Year.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[X] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
[ ] shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[ ] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

[ ] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[X] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are**:**

a. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

b. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

c. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Years of Service	**Vested Percentage**	**Forfeited Percentage**
less than 1	**0%**	**100%**
at least 1 but less than 2	**20%**	**80%**
at least 2 but less than 3	**40%**	**60%**
at least 3 but less than 4	**60%**	**40%**
at least 4 but less than 5	**80%**	**20%**
5 or more	**100%**	**0%**

[ ] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[X] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[ ] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[X] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

[ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

---

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Coweta has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _______ day of ______________, _____.

City of Coweta

By:____

Attest:

Title:____

____

Title:_________________________

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this ________ day of _______________, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:____

Title:____

Attest:

____
Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Coweta [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Coweta, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Coweta CMO Plan** (the “Plan”) in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

[ ] This instrument is a new Plan effective __ (“Effective Date”) [such date may not be earlier than the first day of the Plan Year in which it is executed].

[X] This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective June 1, 2001. The effective date of this Joinder Agreement is **April 1, 2022** (“Effective Date”) [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

[ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[X] Any person who, **[X]** on or after the Effective Date, **[ ]** as of , holds the position of:

- **[X]** City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- **[ ]** Assistant City Manager **[ ]** Chief of Police **[ ]** Fire Chief
- **[ ]** Department Head or Department Manager **[ ]** Finance Director or Chief Financial Officer
- **[ ]** General Counsel or Municipal Attorney **[ ]** Municipal Judge
- **[ ]** _ (specify position)

The word “Employee” shall not include:

[ ] Any person who is currently accruing benefits under any other state or local retirement system.

[ ] Any person in the following position and who is covered under another retirement program or system approved by the City:

- **[ ]** City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- **[ ]** Assistant City Manager **[ ]** Chief of Police **[ ]** Fire Chief
- **[ ]** Department Head or Department Manager
- **[ ]** Finance Director or Chief Financial Officer
- **[ ]** General Counsel or Municipal Attorney **[ ]** Municipal Judge
- **[ ]** __ (specify position)

[ ] Any person who _ [description may include a position but not the name of an individual].

3. **Entry Date.**
   Eligible Employees shall commence participation in the Plan: (Select only one)
   [ ] months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
   [X] On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. **Definition of Compensation.**
   Compensation shall exclude the item(s) listed below:
   [X] No exclusions.
   [ ] Overtime pay.
   [ ] Bonuses.
   [ ] Commissions.
   [ ] Longevity pay.
   [ ] Severance pay.
   [ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
   [ ] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
   [ ] Other: [must be definitely determinable]

5. **Plan Design.**
   The Employer hereby elects the following Plan design:
   [X] **Pick-up Option**. Each Employee shall be required to contribute to the Plan **5.00%** of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

   [ ] **Thrift Plan Option**.
      [ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than **%** of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
      [ ] The Employer shall contribute to the Fund an amount equal to **%** of the total Mandatory Contributions contributed by Participants.
      The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

   [ ] **Fixed Option**. The Employer shall contribute to the Fund an amount equal to **%** of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

   [X] **Variable Option**.
      [X] The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
         [ ] Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
         [X] Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
         [ ] Option C: A combination of Options A and B in the following ratios: **%** for Option A, and **%** for Option B.

[ ] **401(k) Option**.
(This Option available only if elected prior to May 1, 1986)
- **[ ]** Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than **%** of their Compensation for each election period.
- **[ ]** Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] **Matching Contribution Option**. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] **No Employer Contribution Option**.

6. Other Participant Contribution Options.

[X] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.
[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[X] Are permitted.
[ ] Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

[ ] Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
[X] Shall reduce the Employer contribution under such Option for the current or next following Plan Year.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[X] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
[ ] shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[ ] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[ ] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are**:**

a. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

b. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

c. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Years of Service	**Vested Percentage**	**Forfeited Percentage**
less than 1	**%**	**%**
at least 1 but less than 2	**%**	**%**
at least 2 but less than 3	**%**	**%**
at least 3 but less than 4	**%**	**%**
at least 4 but less than 5	**%**	**%**
at least 5 but less than 6	**%**	**%**
at least 6 but less than 7	**%**	**%**
at least 7 but less than 8	**%**	**%**
at least 8 but less than 9	**%**	**%**
at least 9 but less than 10	**%**	**%**
10 or more	**%**	**%**

[ ] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. **Participant Loans.**
    [X] Participant loans shall be offered pursuant to Section 6.14 of the Plan.
    [ ] Participant loans shall not be offered.

12. **Direct Transfer to Other Retirement Plan.**
    [X] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
    [ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. **Valuation Date.** Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

---

14. **The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.**

IN WITNESS WHEREOF the City of Coweta has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _______ day of ______________, _____.

City of Coweta

By:____

Attest:

Title:____

____

Title:________________________

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this ________ day of _______________, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:____

Title:____

Attest:

____
Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Coweta [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Coweta, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Coweta Special Incentive CMO Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. **Dates.**

   [ ] This instrument is a new Plan effective __ ("Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].

   [X] This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective February 4, 2008. The effective date of this Joinder Agreement is **April 1, 2022** ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. **Employee.**

   The word "Employee" shall mean:

   [ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

   [ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

   [X] Any person who, [ ] on or after the Effective Date, [X] as of **February 4, 2008**, holds the position of:

   [X] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
   [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
   [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
   [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
   [ ] _ (specify position)

   The word "Employee" shall not include:

   [ ] Any person who is currently accruing benefits under any other state or local retirement system.

   [ ] Any person in the following position and who is covered under another retirement program or system approved by the City:

   [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
   [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
   [ ] Department Head or Department Manager
   [ ] Finance Director or Chief Financial Officer
   [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
   [ ] __ (specify position)

   [ ] Any person who _ [description may include a position but not the name of an individual].

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

[ ] months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.

[X] On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[X] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity pay.
[ ] Severance pay.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Other: [must be definitely determinable]

5. Plan Design.

The Employer hereby elects the following Plan design:

[ ] **Pick-up Option**. Each Employee shall be required to contribute to the Plan **%** of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

[ ] **Thrift Plan Option**.

[ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than **%** of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

[ ] The Employer shall contribute to the Fund an amount equal to **%** of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

[ ] **Fixed Option**. The Employer shall contribute to the Fund an amount equal to **%** of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[X] **Variable Option**.

[X] The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

[ ] Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

[X] Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[ ] Option C: A combination of Options A and B in the following ratios: **%** for Option A, and **%** for Option B.

- [ ] **401(k) Option**.
  (This Option available only if elected prior to May 1, 1986)
  - **[ ]** Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than **%** of their Compensation for each election period.
  - **[ ]** Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- **[ ]** **Matching Contribution Option**. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- **[ ]** **No Employer Contribution Option**.

6. Other Participant Contribution Options.

- **[X]** Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
- **[ ]** A Participant may not withdraw Voluntary Nondeductible Contributions.
- **[ ]** Participants shall not contribute to the Plan.

7. Self-Directed Investments.

- **[X]** Are permitted.
- **[ ]** Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

- **[ ]** Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
- **[X]** Shall reduce the Employer contribution under such Option for the current or next following Plan Year.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- **[X]** shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
- **[ ]** shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[ ] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

[ ] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[X] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are**:**

d. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

e. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

f. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Years of Service	**Vested Percentage**	**Forfeited Percentage**
less than 1	**0%**	**100%**
at least 1 but less than 2	**0%**	**100%**
at least 2 but less than 3	**0%**	**100%**
at least 3 but less than 4	**0%**	**100%**
at least 4 but less than 5	**0%**	**100%**
5 or more	**100%**	**0%**

[ ] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. **Participant Loans.**
    [X] Participant loans shall be offered pursuant to Section 6.14 of the Plan.
    [ ] Participant loans shall not be offered.

12. **Direct Transfer to Other Retirement Plan.**
    [X] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
    [ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. **Valuation Date.** Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

---

14. **The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.**

IN WITNESS WHEREOF the City of Coweta has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _______ day of ______________, _____.

City of Coweta

By:____

Attest:

Title:____

____

Title:_________________________

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this ________ day of _______________, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:____

Title:____

Attest:

____
Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

Exhibit B

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN

TABLE OF CONTENTS

Page

ARTICLE I.
Purpose and Organization

1.1 **Purpose**: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Section 401(a) of the Code. It is intended that the Plan satisfy Section 401(a) of the Code by meeting the requirements of Section 414(d) of the Code. The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 **Parties**: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

1.3 **Exclusive Benefit:** This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries. Except as provided under Section 11.12, the Employer does not have any beneficial interest in any asset of the Fund and no part of any asset in the Fund may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Fund, or any asset of the Fund, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

ARTICLE II.
Definitions and Construction

2.1 **Definitions**: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) Account: One or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following: (i) Municipality Contribution Account, (ii) Participant Deductible Contribution Account, (iii) Participant Deferred Compensation Contribution Account, (iv) Participant Mandatory Contribution Account, (v) Participant Nondeductible Contribution Account, (vi) Participant Roth Contribution Account, (vii) Pick-Up Contribution Account, (viii) Participant Rollover Account, (ix) Catch-Up Contribution Account, and (x) Loan Account.

(b) Adjustment Factor: The cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

(c) Amount(s) Forfeited: That portion of a terminated Participant's Municipality Contribution Account to which such Participant is not entitled because of insufficient Service.

(d) Authorized Agent: The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) Authorized Leave of Absence: Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) Beneficiary: Any person or entity designated or deemed designated by a Participant as provided in Section 6.11 hereof.

(g) Break in Service: The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code unless the Participant is on Authorized Leave of Absence. If a Participant does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

(h) Catch-Up Contributions: A Participant's contributions described in Section 4.8(c) herein.

(i) Catch-Up Contribution Account: The Account maintained for a Participant in which any Catch-Up Contributions are recorded.

(j) City Council: The City Council or Board of Trustees of the Employer or other duly qualified and acting governing authority of the Employer.

(k) Code: The Internal Revenue Code of 1986, as amended from time to time.

(l) Committee: The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article X hereof.

(m) Compensation: Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of contribution allocations under the Plan. For purposes of determining a Participant's compensation, any election by such Participant to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h), 403(b) or 457 shall be disregarded.

(1) Limitations. The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed $280,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If compensation for a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

If Compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to applicable annual compensation limit in effect for that prior determination period.

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Subsection 2.1(m), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

(n) **Deductible Participant Contribution**: Prior to January 1, 1987, the amount a Participant may voluntarily contribute to the Plan which could not exceed the lesser of $2,000 (or such higher limit as allowed by the Code), or 100% of Compensation, and is deductible from gross income by the Participant pursuant to the Code. No Deductible Participant Contributions may be made after January 1, 1987.

(o) **Deferred Compensation Contributions**: A Participant's contributions described in Section 4.8 herein and credited to his Participant Deferred Compensation Contribution Account.

(p) **Disability**: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents a Participant from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(q) **Effective Date**: The later of: (a) the date specified in the Joinder Agreement; or (b) the first day on which the Plan has a Participant.

(r) **Employee:** Shall have the meaning set forth in Section 2 of the Joinder Agreement.

(s) **Employer**: A Municipality chartered, incorporated or formed under the laws of the State of Oklahoma which executes the Joinder Agreement.

(t) **Employment Commencement Date**: The first day of the first pay period during which the Participant receives wages as defined in Section 3121(a) of the Code from the Employer.

(u) **Entry Date**: The date an Employee becomes a Participant.

(v) **Forfeiture**: The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(w) **Fund**: The fund established to provide the benefits under the Plan for the exclusive benefit of the Participants included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of the Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) **Investment Manager**: A person who is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in the Investment Advisers Act of 1940, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state.

(y) **Investment Options**: Any of those investment options selected by the Committee in accordance with Section 5.12 hereof.

(z) **Joinder Agreement**: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(aa) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A Leased Employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(bb) Limitation Year: The twelve (12) consecutive month period ending on June 30th of each year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(cc) Loan Account: A Participant's Separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 6.13 herein.

(dd) Mandatory Contributions: Contributions, if elected by the Employer in the Joinder Agreement, which Participants are required to make in order to participate in the Plan.

(ee) Municipality: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as a beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma statutes, which has adopted the Plan and/or which has become a participant in the related trust according to the terms herein.

(ff) Municipality Contribution Account: The account maintained for a Participant in which his share of the contributions of the Employer and the Amounts Forfeited and any adjustments relating thereto are recorded.

(gg) Normal Retirement Date: The first day of the month occurring on or next following the date a Participant attains sixty-five (65) years of age.

(hh) Oklahoma Municipal Retirement Fund: The trust created in accordance with Sections 48-101 et seq., of Title 11, Oklahoma Statutes 1981, to combine pension and retirement funds in incorporated cities and towns of Oklahoma for purposes of management and investment, represented by and acting through its Board of Trustees.

(ii) **Participant**: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(jj) **Participant Contribution Accounts**: All of the following Accounts: (i) Participant Deductible Contribution Account, (ii) Participant Deferred Compensation Contribution Account, (iii) Participant Nondeductible Contribution Account, (iv) Catch-Up Contribution Account, (v) Pick-Up Contributions Account, (vi) Participant Mandatory Contributions Account, (vii) Participant Rollover Account, and (viii) Participant Roth Contribution Account.

(kk) **Participant Deductible Contribution Account**: The Account maintained for a Participant in which his Deductible Participant Contributions and adjustments relating thereto are recorded.

(ll) **Participant Deferred Compensation Contribution Account**: The Account maintained for a Participant in which his Deferred Compensation Contributions resulting from the Participant's election under Section 4.8 of the Plan and adjustments thereto are recorded.

(mm) **Participant Mandatory Contribution Account**: The Account maintained for a Participant in which his Mandatory Contributions and adjustments relating thereto are recorded.

(nn) **Participant Nondeductible Contribution Account**: The Account maintained for a Participant in which his voluntary nondeductible contributions and adjustments relating thereto are recorded.

(oo) **Participant Rollover Account**: The Account maintained for a Participant in which any Rollover Contributions are recorded.

(pp) **Participant Roth Contribution Account**: The Account maintained for a Participant in which any Roth Contributions are recorded.

(qq) **Participation**: The period commencing as of the date an Employee became a Participant and ending on the date the final distributions of all the Account balances are made.

(rr) **Period(s) of Service or Service**:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his Retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's Plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of allocation of Employer Contributions).

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of Service of a Participant shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

(ss) **Pick-Up Contributions**: The Employer's contributions described in Section 4.7 hereof and credited to his Pick-Up Contribution Account.

(tt) **Pick-Up Contributions Account**: The account maintained for a Participant in which his share of Pick-Up Contributions are recorded.

(uu) **Plan**: The Oklahoma Municipal Retirement Fund Master Defined Contribution Plan set forth herein, and all subsequent amendments.

(vv) **Plan Administrator**: The persons who administer the Plan pursuant to the provisions of Article X hereof.

(ww) **Plan Year**: Means the twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(xx) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(yy) Retirement: Termination of employment upon a Participant's attaining age 65.

(zz) Roth Contributions: A Participant's contributions described in Section 4.8(d) herein and credited to his Participant Roth Contribution Account.

(aaa) Trust Service Provider: The person appointed by the Trustee to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(bbb) Trustee: The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(ccc) Valuation Date: The date specified in Section 13 of the Joinder Agreement and any Special Valuation Dates determined in accordance with Section 5.10.

(ddd) Valuation Period: The period of time between two successive Valuation Dates.

2.2 **Construction**: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "herein" shall mean and refer to the entire Plan, not to any particular provision or section.

ARTICLE III.
Eligibility and Participation

3.1 **Eligibility**: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an “employee” (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an “Employee,” for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 **Entry Date**: The participation of an Employee eligible to become a Participant shall commence on the earliest date permitted by the Employer in the Joinder Agreement.

3.3 **Re-employment of Former Participants**: Subject to Section 3.4, if a Participant incurs a Break in Service and is subsequently re-employed by the Employer, the Participant shall not receive any credit for his previous Period of Service with the Employer and such Participant shall be treated in the same manner as a person who has not previously been employed by any Municipality.

3.4 **Re-employment of Retired or Fully Vested Participants**: If a retired or fully vested Participant is re-employed by the Employer, no distributions shall be made from the Plan during the period of such re-employment. Periods of Service prior to such Participant’s retirement or termination of service, as applicable, shall count as Periods of Service for purposes of determining such Participant’s vested interest in his Municipality Contribution Account.

ARTICLE IV.
Contributions

4.1 **Contributions by Employer**: The Employer shall make such contributions as set forth in the Joinder Agreement. Such contributions shall be made from the operating revenue of the current taxable year or from accumulated revenue or surplus, as appropriate. The contribution shall be determined by written action of the Employer stating the amount of such contribution, and by the payment of such stated amount to the Trustee monthly. Upon execution of the Joinder Agreement, the Employer will contribute one Dollar ($1.00) to establish the Fund. Any Participant who received Compensation from the Employer during the Valuation Period shall share in the Employer's contribution for the Valuation Period, even if not employed on the last day of the Valuation Period.

All Participant contributions shall be transmitted monthly to the Trustee after being withheld by the Employer. The Trustee shall hold all such contributions, subject to the provisions of the Plan and Fund, and no part of these contributions shall be used for, or diverted to, any other purpose.

4.2 **Required Participant Contributions**: If the Employer so elects in the Joinder Agreement, Participants shall not be required to contribute to the Plan.

4.3 **Mandatory Contributions**: If the Employer so elects in the Joinder Agreement, a Participant shall contribute to the Plan for each Plan Year the percentage of his Compensation set forth in the Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. The Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

4.4 **Voluntary Nondeductible Contributions by Participants**: Subject to the limitations of Sections 5.11 and to such rules of uniform application as the Committee may adopt, each Participant may elect to make nondeductible contributions to the Plan. The contributions of such Participant after the Effective Date may be by payroll deduction, which the Participant shall authorize the Employer to make on written authorization forms designated by and filed with the Committee, or by cash payments by such Participant to the Trustee. The authorization to make contributions by payroll deductions shall be effective on the first day following the Committee's receipt of the payroll deduction authorization. In addition, a Participant may make Rollover Contributions notwithstanding the percentage limitations in the first sentence of this Section or the cash payment requirement of the second sentence of this Section.

4.5 **Change of Rate of Voluntary Nondeductible Contributions by Participant**: The Participant may change his rate of payroll deduction at any time, or he may discontinue his payroll deductions at any time. Any change of rate or discontinuance of payroll deductions shall be effective on the first payday following the receipt of written notice thereof by the Committee; provided, however, that not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

The Participant must furnish the Committee at the time of any Participant Contribution or payroll deduction authorization an election designating the contribution as a Mandatory Contribution, Deductible Participant Contribution, or a Voluntary Nondeductible Contribution.

4.6 **Participant Contributions Nonforfeitable**: Each Participant who contributes hereunder shall have a nonforfeitable vested interest in that portion of the value of his own contributions not theretofore previously withdrawn by him.

4.7 **Pick-Up Contributions**: If the Employer elects in Section 5 of the Joinder Agreement, all Participants shall be required as a condition of employment to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting, determining Participant rights and Participant Compensation. [In order for the Employer to have reliance on whether the Pick-Up Contributions comply with Section 414(h)(2) of the Code, the Employer must obtain a private letter ruling from the Internal Revenue Service.]

4.8 **Deferred Compensation Contributions**: If the Employer elects in the Joinder Agreement and if such Employer adopted a cash or deferred feature before May 7, 1986, the following provisions shall apply:

(a) Deferred Compensation Contributions under Code Section 401(k): A Participant, by written notice to the Plan Administrator, may elect to make a Deferred Compensation Contribution to the Plan rather than receive Compensation to which the Participant would otherwise be entitled during the period immediately following such election.

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General**. Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals**. The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the date of distribution ("gap period") must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) Catch-up Contributions: For Plan Years beginning after December 31, 2001, all Employees who are eligible to make Deferred Compensation Contributions under this Plan and who have attained age 50 before the close of the Employee's taxable year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-Up Contributions are Deferred Compensation Contributions made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Deferred Compensation Contributions without regard to Catch-Up Contributions, such as the limit on Annual Additions and the Code Section 402(g) limit. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) will apply to Contributions beginning with the effective date specified in the adoption agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(2) As of the effective date under Subsection (1), the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant's Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Subsection (ii).

(3) Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan. Roth elective deferrals that are determined to be excess elective deferrals shall be corrected by distribution in the manner set forth in Section 4.8.

(ii) Separate Accounting.

(1) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

(2) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant's account.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

(4) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

(iii) Direct Rollovers.

(1) Notwithstanding Section 9.5, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) Notwithstanding Section 9.5, if elected by the Employer in the Joinder Agreement, the Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than $200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than $200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds $1,000 for purposes of mandatory distributions from the plan.

(iv) Definition.

(1) **Roth Elective Deferrals**. A Roth elective deferral is an elective deferral that is:

a. Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the plan; and

b. Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

ARTICLE V.
Accounting, Allocation and Valuation

5.1 **Accounts**: The Committee shall maintain a separate Municipality Contribution Account, Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Participant Rollover Account, Participant Deferred Compensation Contribution Account, Catch-Up Contribution Account, Pick-Up Contributions Account and Loan Account as necessary for each Participant. A separate sub-account for each such Account shall be maintained for each Investment Option offered in accordance with Section 5.12. All such Accounts shall be credited or debited as herein provided.

5.2 **Eligibility for Allocation**: Employer contributions together with Amounts Forfeited as of the Valuation Date shall be allocated to the Municipality Contribution Accounts of Participants.

5.3 **Allocation of Contribution**: The Employer contributions, together with Amounts Forfeited as of the prior Valuation Date shall be allocated in the manner elected by the Employer in the Joinder Agreement.

5.4 **Allocation of Amounts Forfeited**: No Amount Forfeited attributable to the contribution of one Employer adopting this Plan may be allocated for the benefit of Participants of the Plan of any other adopting Employer.

5.5 **Value of Account**: The value of a Participant’s Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant’s Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant’s Account is the fair market value of the assets in the account.

5.6 **Allocation of Investment Earnings and Losses**: As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

5.7 **Accounting for Participants’ Contributions**: Contributions by or on behalf of each Participant shall be credited to his Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Catch-Up Contribution Account, Pick-Up Contribution Account, or Participant Deferred Compensation Contribution Account as deposited with the Trustee.

5.8 **Accounting for Statement of Account**: As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant’s Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the Committee may determine. However, neither the maintenance of accounts, the allocations to

Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

5.9 **Time of Adjustment**: Each adjustment required by this Article V shall be deemed to have been made at the times specified in this Article V, regardless of the dates of actual entries or receipts by the Trustee of contributions for such Plan Year.

5.10 **Special Valuation Date**: If the Committee determines that a substantial change in the value of any Investment Fund has occurred since the last Valuation Date, the Committee may, prior to the next Valuation Date, establish one or more Special Valuation Dates and determine the adjustment required to make the total net credit balance in the Accounts of the then Participants equal to the then market value of the total assets of the Fund. Such adjustments shall be made consistent with the procedure specified in Section 5.5. Having determined such adjustment, all distributions which are to be made as of or after such special Valuation Date, but prior to the next succeeding Valuation Date or Special Valuation Date, shall be made as if the net credit balances in all Accounts had actually been credited or debited to reflect the adjustment provided by this Section.

5.11 **Limitation on Allocation of Employer Contributions**: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) Definitions: For the purposes of this Section the following definitions shall be applicable:

(i) Annual Additions: For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

(1) Employer contributions,

(2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),

(3) Forfeitures, and

(4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a participant from the Plan; and (4) repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as Actual Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

For purposes of applying the limitations described in this Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4).

Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in Subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 2½ months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of this Section, even if payment is made within the time period specified above.

(1) **Regular Pay:** Actual Compensation shall include regular pay after severance of employment if:

A. The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

B. The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave Cashouts and Deferred Compensation:** Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(3) **Salary Continuation Payments for Disabled Participants:** Actual Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

(iii) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum Permissible Amount.

(iv) Maximum Permissible Amount: The words "Maximum Permissible Amount" shall mean for the applicable Limitation Year, the "maximum permissible amount" (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) $56,000, as adjusted for cost-of-living under Code Section 415(d) the "Defined Contribution Dollar Limitation," or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(b) Determination of Excess: If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(c) Treatment of Excess: Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2018-52 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

5.12 **Investment Options**:

(a) Self-Directed: If the Employer elects in the Joinder Agreement, each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more Investment Options provided under this Plan in accordance with the procedures established by the Committee. If a Participant does not designate an Investment Option for his Accounts, his Accounts will be invested in the age-based balanced fund or such other Investment Option as may be designated by the Trustees. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan of the investments in such Participants' applicable Accounts.

(b) Non-Self-Directed: If the Employer does not elect in the Joinder Agreement to allow self-directed investments, all Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees.

ARTICLE VI.
Benefits

6.1 **Retirement or Disability:** If a Participant's employment with the Employer is terminated when he attains age sixty-five (65), or if a Participant's employment is terminated at an earlier age as the result of a Disability, he shall be entitled to receive the entire amount of his Municipality Contribution Account.

6.2 **Deferred Retirement:** If a Participant, with the consent of the Employer, shall continue in active employment following his Normal Retirement Date, he shall continue to participate under the Plan. Upon actual retirement, such Participant shall be entitled to receive the entire amount of his Municipality Contribution Account as of his actual retirement date.

6.3 **Death of a Participant:** Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

6.4 **Termination for Other Reasons - Vested Percentage:** If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than Disability or death, he shall be entitled to an amount equal to the vested percentage of his Municipality Contribution Account. Such vested percentage shall be determined as of the date of termination in accordance with the election of the Employer in the Joinder Agreement.

6.5 **Initial Distribution Date:** The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated and provided that the Participant requests a distribution, shall be as soon as practicable following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in Section 6.4 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

6.6 **Determination of Amounts Forfeited:** Upon a distribution pursuant to Section 6.4 or if the Participant incurs a Break in Service, the forfeited percentage of a Participant's Municipality Contribution Account, if any, shall be deducted from the Participant's Account. Such Amounts Forfeited shall become available for allocation in accordance with Item 8 of the Joinder Agreement as of the end of the calendar quarter following the Valuation Period in which the terminated Participant forfeited such amounts.

6.7 **Participant Contribution Accounts:** A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his

Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 **Withdrawals from Participant's Contribution Accounts:** In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(a) Participant Deductible Contribution Account: If allowed in the Joinder Agreement, a Participant may withdraw all or any part of his Participant Deductible Contribution Account (but not to exceed the amount in his Participant Deductible Contribution Account at the time of withdrawal) by filing a written application with the Plan Administrator. Such withdrawal may be made no more often than once a year. If at the time of the withdrawal the Participant has not attained age 59½ or is not disabled, the Participant will be subject to a federal income tax penalty unless such withdrawal is rolled over to a qualified plan or individual retirement account within sixty (60) days of the date of distribution.

(b) Participant Nondeductible Contribution Account: A Participant may withdraw all or any part of his Participant Nondeductible Contribution Account by filing a written application with the Plan Administrator.

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or severance from employment. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or Employee contribution during the 6-month period beginning on the date of the distribution.

(d) Pick-up Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

6.9 **Withdrawals from Participant's Mandatory Contribution Account:** A Participant may not withdraw any portion of his Participant Mandatory Contribution Account prior to the termination of his employment. Such account balances will be paid at the same time and in the same manner as such Participant's Municipality Contribution Account.

6.10 **Methods of Distribution:** On and after each Participant's Initial Distribution Date, after all adjustments to his Accounts required as of such date shall have been made, distribution of his share shall be made to or for the benefit of the Participant or, in case of his death, to or for the benefit of his Beneficiary, by one of the following methods, as determined by the Committee:

(a) a lump sum distribution;

(b) an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;

(c) an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse;

(d) periodic distributions as designated by the Participant or Beneficiary; or

(e) purchase of an annuity.

Commencement of payments under the method of distribution selected shall be as of the initial Distribution Date of the Participant, provided that for administrative convenience, such commencement may be delayed as reasonably necessary but in no event for more than sixty (60) days after a reasonable time for all administrative calculations, allocations and accounting operations necessary to determine the amount of the distribution. The Committee, in its sole discretion, may accelerate the payment of any unpaid installments. If a former Participant receiving installment payments dies prior to the receipt by him of the full amount to be paid to him from his Participant Accounts, the remaining installments shall be paid to his Beneficiary. Under no circumstance may a method of payment be elected that would be expected to cause more than fifty percent (50%) of the present value of any series of payments to go to a person other than the Participant.

6.11 **Designation of Beneficiary:** Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a

Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 **Payments Under a Qualified Domestic Relations Order:**

(a) The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;

3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

4) each plan to which such order applies.

(f) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

2) does not require the Plan to provide increased benefits; and,

3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(g) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related member.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(k) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

6.13 **Loans to Participants:**

(a) General: The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or $50,000, (iv) shall bear a reasonable rate of interest which will be established by the Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than $1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one or two loans outstanding (as elected by the Employer) at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed $50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

(b) Establishment of Loan Account: At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Deferred Compensation Contributions, if applicable); (ii) second, an Account holding Deferred Compensation Contributions, if applicable; and (iii) third, an Account holding contributions picked up and assumed by the Employer pursuant to Section 4.7 of this Plan. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided herein. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of his applicable Account.

(c) Foreclosure of Loan Account: The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure: In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Establishment of Loan Program: The Trustees are hereby authorized and directed to establish a "loan program" (the "Loan Program") and the Trustees are further authorized to delegate to the Committee the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall be considered to be a part of this Plan for the purposes stated in the Loan Program.

(f) Loan Account: The words "Loan Account" shall mean a Participant's separate Account established in the event he desires to make a loan from his applicable Account as provided in this Section 6.13.

6.14 **Required Minimum Distributions:** The provisions of this Section 6.14 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year, as well as Required Minimum Distributions for the 2002 Distribution Calendar Years that are made on or after August 1, 2002. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(b) Time and Manner of Distribution:

(i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. For purposes of this Section, the "Required Beginning Date" of a Participant is the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole

designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(iii) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c) and (d) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime:

(i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section

1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death:

(i) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the

Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (i).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.14(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions:

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 6.11 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

6.15 **Withdrawals from Participant Rollover Account:** A Participant may request and receive a distribution from his Participant Rollover Account at any time, even if he or she has not terminated employment, unless the rollover was from a defined benefit retirement plan sponsored by the Employer.

ARTICLE VII.
Notices

7.1 **Notice to Oklahoma Municipal Retirement Fund:** As soon as practicable after a Participant ceases to be in the employ of the Employer, the Committee shall give written notice to the Oklahoma Municipal Retirement Fund. The notice shall include such of the following information and directions as are necessary or advisable under circumstances:

(a) name and address of the Participant;

(b) reason he ceased to be in the Employer's employ;

(c) name and address of the Beneficiary or Beneficiaries in case of Participant's death;

(d) percentage or amount to which such Participant is entitled in case of termination of employment;

(e) time, manner and amount of payments to be made to such Participant; and

(f) information required to complete the Trustee's Withholding Election Form.

As soon as practicable after the Committee learns of the death of a Participant, it shall give like notice to the Oklahoma Municipal Retirement Fund.

7.2 **Subsequent Notices:** At any time and from time to time after giving the notice as provided for in Section 7.1, the Committee may modify such original notice or any subsequent notice by means of a further written notice or notices to the Oklahoma Municipal Retirement Fund, but any action taken or payments made by the Oklahoma Municipal Retirement Fund pursuant to a prior notice shall not be affected by a subsequent notice.

7.3 **Copy of Notice:** A copy of each notice provided for in Sections 7.1 and 7.2 shall be mailed by the Committee to the Participant or to each Beneficiary involved, as the case may be, but if, for any reason, such copy is not sent or received, that fact shall not affect the validity of any notice to the Oklahoma Municipal Retirement Fund nor the validity of any action taken or payment made pursuant thereto.

7.4 **Reliance Upon Notice:** Upon receipt of any notice as provided in this Article VII, the Oklahoma Municipal Retirement Fund shall promptly take whatever action and make whatever payments are called for therein, it being intended that the Oklahoma Municipal Retirement Fund may rely upon the information and directions in such notice absolutely and without question. However, the Oklahoma Municipal Retirement Fund may call to the attention of the Committee any error or oversight which the Oklahoma Municipal Retirement Fund believes to exist in any notice.

ARTICLE VIII.
Amendment and Termination

8.1 **Termination of Plan:** The Employer may at any time, effective as specified, terminate the Plan and may direct and require the Oklahoma Municipal Retirement Fund to liquidate the Fund. In the event the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated. In the event of the termination, partial termination, or complete discontinuance of contributions hereunder, the Account balances of each Participant will become nonforfeitable.

8.2 **Suspension and Discontinuance of Contributions:** If the governing body of the Employer decides it is impossible or inadvisable to continue to make contributions to the Plan, it shall have the power by appropriate resolution or decision to:

(a) suspend contributions to the Plan;

(b) discontinue contributions to the Plan; or

(c) terminate the Plan.

Suspension shall be a temporary cessation of contributions and shall not constitute or require a termination of the Plan. A discontinuance of contributions shall not constitute a formal termination of the Plan and shall not preclude later contributions but all Municipality Contribution Accounts not theretofore fully vested shall become fully vested in the respective Participants notwithstanding the provisions of Section 6.4. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefits. After the date of a discontinuance of contributions, the Trust shall remain in existence as provided in this Section 8.2 and the provisions of the Plan and Trust shall remain in force. A certified copy of such decision or resolution shall be delivered to the Oklahoma Municipal Retirement Fund, and as soon as possible thereafter the Oklahoma Municipal Retirement Fund shall send or deliver to each Participant or Beneficiary concerned a copy thereof.

8.3 **Liquidation of Trust Fund:** Upon a complete termination or upon a partial termination of the Plan, unless the Employer's successor shall elect to continue the Plan, the Accounts of all Participants and Beneficiaries shall thereupon be and become fully vested. Upon a complete termination, the Oklahoma Municipal Retirement Fund shall convert the proportionate interest of such Participants and Beneficiaries in the Trust Fund to cash and, after deducting all charges and expenses, the Oklahoma Municipal Retirement Fund shall adjust the balances of such Accounts as provided in Section 5.5 treating the termination date as the current Valuation Date.

Thereafter, the Oklahoma Municipal Retirement Fund shall distribute as soon as administratively feasible the amount to the credit of each such Participant and Beneficiary as the Committee shall direct.

8.4 **Amendments:** Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate

Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

8.5 **Provider's Power to Amend for Adopting Employers:** The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

(a) To Another Category with This Employer: If a Participant is employed by the Employer and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and his Account balance shall remain in the Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

(b) To Another Municipality: If a Participant's employment by the Employer is terminated by virtue of his transfer to employment with another Municipality, his membership in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder, to-wit:

(i) if he is fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active Employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

9.2 Transfers to This Plan:

(a) From Another Category with This Employer: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his vesting credit for benefits hereunder.

(b) From Another Municipality: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his vesting credit for benefits hereunder, and he shall also be subject to all the other provisions of this Plan. A Participant's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date which his credited Service from the other Municipality began was his date of employment with this Employer. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

(c) Previously Fully Vested With Another Municipality: With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an Employee of the other Municipality.

9.3 **Notice of Transfers:** Immediately after any transfer of employment referred to in Sections 9.1 or 9.2, the transferred Participant shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Participant shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Trust Service Provider and the Committee.

9.4 **Transfer from Other Qualified Plans:** The Employer may cause to be transferred to the Oklahoma Municipal Retirement Fund all or any of the assets held in respect to any plan or trust which satisfied the applicable requirements of the Code relating to qualified plans and trusts, which is maintained by the Employer for the benefit of its Employees. Any such assets so transferred shall be accompanied by written instructions from the Employer, or the trustee or custodian or the individual holding such assets, setting forth the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and the current value of the assets attributable thereto. Upon receipt of such assets and instructions the Oklahoma Municipal Retirement Fund shall thereafter proceed in accordance with the provisions of the Fund.

9.5 **Rollover Contributions:** A Participant who is or was entitled to receive an eligible rollover distribution, as defined in Code Section 402(c)(4) and Treasury Regulations issued thereunder, from a qualified plan described in Section 401(a) or 403(a) of the Code (including after-tax employee contributions), an annuity contract described in Section 403(b) of the Code (including after-tax employee contributions, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Committee shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 9.5 meet the requirements for tax-deferred rollovers established by this Section 9.5 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Committee.

If a Rollover Contribution made under this Section 9.5 is later determined by the Administrator not to have met the requirements of this Section 9.5 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 9.5.

Notwithstanding any other provision of this Section 9.5, the Employer may direct the Trustee not to accept Rollover contributions.

9.6 **Transfer to Other Qualified Plans:** The Employer, by written direction to the Oklahoma Municipal Retirement Fund, may transfer some or all of the assets held under the Fund to another plan or trust meeting the requirements of the Code relating to qualified plans and trusts. In the case of any merger or consolidation with, or transfer of assets and liabilities to, any other plan, provisions shall be made so that each Participant in the Plan on the date thereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to the merger, consolidation or transfer (if the Plan had then terminated).

9.7 **Rollover to Another Plan or IRA:**

(a) General: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(b) Definitions: For purposes of this Section 9.7, the following definitions shall apply:

(i) "Eligible Rollover Distribution": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account of annuity described in Section 408A of the Code, or (ii) a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) "Eligible Retirement Plan": An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified plan described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) "Distributee": A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary (effective January 1, 2007) and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) "Direct Rollover": A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

9.8 **Requirements for Rollover by Individuals:** An Employee (whether or not a Participant under this Plan), who, as a result of a termination of another plan qualified under Section 401(a) of the Code, a termination of employment, disability or attainment of age 59½ years, has had distributed to him his entire interest in a plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the "Other Plan") may, in accordance with procedures approved by the Committee, transfer all or any part of the distribution received from the Other Plan to the Trustees under this Plan, provided the following conditions are met:

(a) the transfer occurs on or before the 60th day following his receipt of the distribution from the Other Plan, or, if such distribution had previously been deposited in an individual retirement account (as defined in Section 408 of the Code), the transfer occurs on or before the 60th day following his receipt of such distribution, plus earnings thereon from such individual retirement account;

(b) the distribution from the Other Plan qualifies as a lump sum distribution within the meaning of Subsection 402(e)(4)(A) of the Code or is a result of a termination of another plan qualified under Section 401(a) of the Code; and

(c) the amount transferred shall not exceed the distribution he received from the Other Plan, less the amount, if any, considered contributed by him in accordance with Subsection 402(e)(4)(D)(i) of the Code, plus earnings thereon during the period, if any, in which the amount was held in an individual retirement account.

9.9 Transfers From Another Qualified Plan:

(a) With respect to an Employee (whether or not a Participant under this Plan), who has an undistributed account balance in another plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the "Other Plan"), the Committee may, in its sole discretion, approve a direct transfer of such account balance from the Other Plan to the Trustees under this Plan.

(b) If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a plan with a Section 401(k) arrangement, the distribution restrictions of Sections 401(k)(2) and (10) of the Code continue to apply to those transferred elective contributions.

9.10 **Procedures:** With respect to transfers under either Section 9.8 or 9.9 herein, the Committee shall develop such procedures, and may require such information from an Employee or the fiduciaries of the Other Plan desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet requirements of this Article and the law. Upon approval by the Committee, the amount transferred shall be deposited in the Trust Fund and shall be credited to a Rollover Account established in the Employee's name. Such Account shall be 100% vested in and nonforfeitable by the Employee, shall share in increases and decreases thereon determined in accordance with the Plan, but shall not share in Employer Contributions or Forfeitures. Upon termination of employment, the total amount of Employee's Participant Rollover Account shall be distributed as part of his Benefit.

ARTICLE X.
Administration

10.1 **Administration:** The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, the Fund, and the Oklahoma Municipal Retirement Fund, including but not limited to, the duties set forth below in Subsection 10.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 10.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cause the ballot for the election of Trustees of the Oklahoma Municipal Retirement Fund;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) to decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(11) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise;

(12) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan; and

(13) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent, or is requested by the Administrator;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Employees or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Benefit under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules, regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund) in matters pertaining to the Plan, the Fund and the Oklahoma Municipal Retirement Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Oklahoma Municipal Retirement Fund for management and investment;

(2) to forward any communications directed to Participants and beneficiaries by the Trustees, the Trust Service Provider or the Oklahoma Municipal Retirement Fund;

(3) to lend assistance to Participants and beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund and to forward such communications to the addressees;

(4) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and

(6) to file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.

(c) Plan Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

10.2 **Bonds:** No bond to secure the performance of administrative duties in the operation of the Plan and Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust Indenture establishing The Oklahoma Municipal Retirement Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Oklahoma Municipal Retirement Fund as to its members, agents, employees, Municipal Retirement Fund, or as expenses of the Employer as to the administration of the Plan. Any agents, officials or Employees of the Employer engaged in the administration of the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

10.3 **Benefit Payments:** All benefits are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

10.4 **Abandonment of Benefits:**

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 5.4 herein.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit unadjusted by any increases or decreases under Section 5.6 herein occurring after such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Fund increases, or (iii) Employer contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

10.5 **Benefits Payable to Incompetents:** Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Committee, to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

ARTICLE XI.

General

11.1 **USERRA:** Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 **Not Contract Between Employer and Participant:** Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

11.3 **Payment of Fees:** The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

11.4 **Governing Law:** The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

11.5 **Counterpart Execution:** This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

11.6 **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

11.7 **Spendthrift Provisions:** Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The preceding provisions shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, and does not preclude the Oklahoma Municipal

Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.8 **Maximum Duration:** Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

11.9 **Number and Gender:** Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

11.10 **Compensation and Expenses of Administration:** If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund. In addition, the Plan or Trustees shall be authorized to charge to a Participant's Account any direct expenses it incurs in connection with such Account, which shall include by example, and not by limitation, expenses resulting from a Participant's QDRO, bankruptcy or default on a Plan loan, and expenses incurred in attempting to locate a Participant. Trustees shall have the power under this Section in their sole discretion to determine the items and amounts thereof which should equitably and reasonably be charged to a particular Account. If such charges exceed the balance in a Participant's Accounts, the excess shall be charged to the general Trust Fund.

11.11 **Supercession of Inconsistent Provisions:** The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

11.12 **Mistake of Fact:** All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 11.12, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality

Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

11.13 **Written Notices:** Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund, and subject to applicable requirements of Treas. Reg. Section 1.401(a)-21.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 17th day of December, 2021.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Doolen

ATTEST:

By Robert Park
Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 17 day of December, 2021, personally appeared Donna Doolen, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

Notary Public

My Commission No.: 21012746

My Commission Expires:
09/27/2025

(NOTARY SEAL)

LINDSAY PORTER
COMM. NO. 21012746
NOTARY PUBLIC
EXP. 09/27/2025

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE CITY OF COWETA, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION*;* PROVIDING FOR NON-ALIENATION OF BENEFITS**;** PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

SECTION 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **April 1, 2022,** the amended and restated Plan designated "Employee Retirement System of the City of Coweta**,** Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

SECTION 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund**,** as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

SECTION 3. APPROPRIATIONS. The City of Coweta, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Coweta, Oklahoma**,** is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

SECTION 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Coweta, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

SECTION 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

SECTION 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

SECTION 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Coweta, Oklahoma, the public peace, health, safety, and welfare of the City of Coweta, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Coweta on the 4th day of April, 2022, and was duly adopted and approved by the Mayor and City Council, on the 4th day of April, 2022, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Coweta

By ______________________________________
Evette Young, Mayor

ATTEST:

____
Julie Casteen, City Clerk

Approved as to form and legality on ________________________ , ________ .

____
Ronald D. Cates, City Attorney

ORDINANCE NO. 860

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE CITY OF COWETA, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF COWETA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

SECTION 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **April 1, 2022,** the amended and restated Plan designated "Employee Retirement System of the City of Coweta**,** Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

SECTION 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund**,** as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

SECTION 3. APPROPRIATIONS. The City of Coweta, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Coweta, Oklahoma**,** is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

SECTION 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Coweta, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

SECTION 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

SECTION 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

SECTION 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Coweta, Oklahoma, the public peace, health, safety, and welfare of the City of Coweta, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Coweta on the 4th day of April, 2022, and was duly adopted and approved by the Mayor and City Council, on the 4th day of April, 2022, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Coweta

By ____
Evette Young, Mayor

ATTEST:

____
Julie Casteen, City Clerk

Approved as to form and legality on _________________________ , ________ .

____
Ronald D. Cates, City Attorney

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

Memorandum

To:	Honorable Mayor and City Council
From:	Mark Seibold, Community Development Director
Re:	Vacation of the Re-Plat of Final Plat Wagoner County Industrial Park I
Date:	04-04-2022

BACKGROUND

Applicant

The Applicant, the Wagoner County Economic Development Authority, is seeking approval from the City of Coweta of its proposed vacation of the Re-Plat of Final Plat Wagoner County Industrial Park I, a subdivision industrial park of approximately 29.93 acres, more or less, with 12 lots located in Section 19, Township 17 North, Range 16 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Case Facts

- The property is located on South 305th East Avenue and bounded on the west by the Missouri-Kansas-Texas Railroad, south of East 151st Street South and north of East 161st Street South.
- The property is zoned IL Light Industrial.
- The legal description of the property is: A portion of the East Half of the Northeast Quarter (E/2, NE/4) of Section Nineteen (19), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Meridian, City of Coweta, County of Wagoner, State of Oklahoma, more particularly described as follows:

  Commencing at the Northeast corner of said Northeast Quarter (NE/4); thence S00°12'43" W along the East line of Said Northeast Quarter (NE/4) a distance of 1,344.59 feet to the point of beginning; thence N89°52'54"W a distance of 370.00 feet; thence N44°57'52"W a distance of 29.85 feet to a point on the South line of the Northeast Quarter of said Northeast Quarter (NE/4) (NE/4); thence N89°59'57"W, along said South line a distance of 571.83 feet; thence S16°34'22"E a distance of 324.66 feet; thence S73°25'33"W a distance of 298.26 feet to a point on the Easterly right-of-way line of the Union Pacific Railroad; thence S16°31'13"E along said Easterly right-of way a distance of 968.24 feet to a point on the South line of said Northeast Quarter (NE/4); thence S89°59'33"E along said South line of said Northeast Quarter (NE/4); a distance of 876,60 feet to the Southeast corner of said Northeast Quarter (NE/4); thence N00°12'46"E along said East line of said Northeast Quarter (NE/4) a distance of 1,300.83 feet, to the Point of Beginning. Said Tract Contains 1,303,928.21 Square Feet/29.93 Acres.

  - The final plat of the Wagoner County Industrial Park I was reviewed by the Planning Commission on September 24, 2007. At the September 24, 2007 Meeting, the Planning

Commission recommended that the final plat be approved by the City Council. On October 1, 2007 the final plat was approved by the City Council.

- The amendment of the final plat of the Wagoner County Industrial Park I was reviewed by the Planning Commission on May 27, 2008. At the May 27, 2008 Meeting, the Planning Commission recommended that the final plat be approved by the City Council. On June 2, 2008 the amendment to the final plat was approved by the City Council.

Applicable Statute

§11-42-106. Vacation of plat by written agreement of owners.

A. Any plat of a municipality or addition thereto or any subdivision of land may be vacated by the owners thereof at any time before the sale of any lots therein by a written instrument declaring the same to be vacated, duly executed, acknowledged, or proved and recorded in the same office with the plat to be vacated. The executing and recording of the written instrument, bearing the approval or consent of the municipality in which the plat is situated, shall operate to destroy the force and effect of the recording of the plat so vacated, and to divest all public rights in the public ways, commons, and public grounds laid out as described in the plat.

The Coweta Planning Commission held a public hearing on the Application at the March 21, 2022 Planning Commission meeting. At the Monday March 21, 2022, Planning Commission meeting, the Planning Commission recommended approval to the City Council, for vacation of the Re-Plat of Final Plat Wagoner County Industrial Park I. This vacation, when approved by the City Council and recorded in the land records of Wagoner County, State of Oklahoma by or on behalf of the Applicant, shall in all respects be final.

STAFF RECOMMENDATION

Staff recommends approval of the Vacation of the Re-Plat of Final Plat Wagoner County Industrial Park I.

ATTACHMENTS

1. Aerial View Map
2. Zoning Map
3. Vacation of Plat Document
4. Re-Plat of Final Plat Wagoner County Industrial Park I

PW PRAY WALKER
ATTORNEYS & COUNSELORS AT LAW

WILLIAM L. EAGLETON, IV

DIRECT DIAL (918) 581-5511
BEAGLETON@PRAYWALKER.COM

March 9, 2022

City of Coweta
Attn: Evette Young, Mayor
P.O. Box 850
Coweta, OK 74429

RE: Vacation of Plat – Wagoner County Industrial Park I ("Property")

Dear Ms. Young:

Our firm represents Wagoner County Economic Development Authority ("WCEDA"), owner of the subject Property.

Pursuant to Title 11, Section 42-106 which provides for the vacation of a plat without District Court action where all of the owners of lots within the platted subdivision join in the vacation, enclosed are the following:

1. Vacation of Plat executed by WCEDA; and
2. Certification of Owner prepared by Wagoner County Abstract Company, L.L.C.

Please place this matter on the City Council agenda as soon as possible. If you have any questions or concerns, please contact the undersigned.

Your assistance with this matter is appreciated.

Yours truly,

William L. Eagleton, IV

WLE:gjm
Encl.

cc: Tom Young (via email)
Ronald D. Cates, City Attorney (via email)
Rhonda Withers (via email)

{00395733.DOCX / 1}

VACATION OF PLAT

(Wagoner County Industrial Park I)

STATE OF OKLAHOMA)
) ss.
COUNTY OF WAGONER)

KNOW ALL MEN BY THESE PRESENTS: That pursuant to 11 O.S. §42-106, et seq., the undersigned Rhonda Withers, Chairman of the Wagoner County Economic Development Authority ("WCEDA") hereby states as follows:

1. WCEDA is the sole owner of all the lots and blocks contained in Wagoner County Industrial Park I, a subdivision in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, Oklahoma, included in the re-plat and dedication of protective covenants of said addition filed in Plat Cabinet 5 at Page 405-B and recorded August 14, 2008 in Book 1772 at Page 485 in the Office of the County Clerk of Wagoner County, Oklahoma ("Plat").

2. WCEDA does hereby revoke, cancel, annul and forever vacate the Plat and Declaration of Protective Covenants of Wagoner County Industrial Park I, including the easements and roadways contained on the Plat.

3. No lots in Wagoner County Industrial Park I have been sold and WCEDA is the sole owner of all lots contained within the Wagoner County Industrial Park I Plat being vacated.

4. Pursuant to 11 O.S. §42-107, attached hereto as Exhibit "A" is a metes and bounds legal description of the area being vacated. No part of Wagoner County Industrial Park I will remain platted.

Witness my hand and seal this 15th day of ~~November~~ February, ~~2021~~ 2022.

WAGONER COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

By: Rhonda Withers
Rhonda Withers, Chairman

STATE OF OKLAHOMA)
) ss.
COUNTY OF WAGONER)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of ~~November~~ Feb. 2022, personally appeared Rhonda Withers, Chairman of the Wagoner County Economic Development Authority, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she/he executed the same as her/his free and voluntary act and deed for the uses and purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

KATHLEEN L. SMITH
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY. 04, 2024
COMMISSION # 04004136

Kathleen L Smith
Notary Public 2/15/2022

[SEAL]
My Commission Expires:
5/4/2024

CERTIFICATE OF CITY OF COWETA CITY COUNCIL

The Vacation of the Plat of Wagoner County Industrial Park I, a Subdivision of the City of Coweta, filed in Plat Cabinet 5 at Page 405-B and recorded August 14, 2008 in Book 1772 at Page 485 in the Office of the County Clerk of Wagoner County, Oklahoma, was approved in open meeting by the City Council of the City of Coweta this _____ day of __________________________, 2022.

____
Evette Young, Mayor

ATTEST:

____
Julie Casteen, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Ronald D. Cates, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E/2, NE/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S00°12'43"W ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1,344.59 FEET, TO THE POINT OF BEGINNING; THENCE N89°52'54"W A DISTANCE OF 370.00 FEET; THENCE N44°57'52"W A DISTANCE OF 29.85 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER (NE/4, NE/4); THENCE N89°59'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 571.83 FEET; THENCE S16°34'22"E A DISTANCE OF 324.66 FEET; THENCE S73°25'33"W A DISTANCE OF 298.26 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S16°31'13"E ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 966.24 FEET, TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE S89°59'33"E ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 876.60 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE N00°12'46"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1,300.83 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,303,926.21 SQUARE FEET/29.93 ACRES

Wagoner County Abstract Company, L.L.C.

(Established in 1907)

~~~~~~~~~~ Abstracts - Title Insurance - Escrows ~~~~~~~~~~

219 East Cherokee

Wagoner, Oklahoma 74467

Phone: (918) 485-2215
FAX: (918) 485- 9162

P.O. Box 188
Wagoner, OK 74467

FILE NO. OR-22-002

STATE OF OKLAHOMA,
COUNTY OF WAGONER, SS

Wagoner County Abstract Company, being a duly and lawfully bonded abstractor in and for said County and State, hereby states:

It appears from the public records of Wagoner County, State of Oklahoma, that the property owners of the following described land are as follows:

> **A tract of land in the E½ of NE¼ of Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows, to-wit: Commencing at the Northeast corner of said NE¼; thence S00°12'43"W along the East line of said NE¼ a distance of 1344.59 feet to the point of beginning; thence N89°52'54"W a distance of 370.00 feet; thence N44°57'52"W a distance of 29.85 feet to a point on the South line of the NE¼ of said NE¼; thence N89°59'57"W along said South line a distance of 571.83 feet; thence S16°34'22"E a distance of 324.66 feet; thence S73°25'33"W a distance of 298.26 feet to a point on the Easterly right of way line of the Union Pacific Railroad; thence S16°31'13"E along said Easterly right of way a distance of 966.24 feet to a point on the South line of said NE¼; thence S89°59'33"E along the South line of said NE¼ distance of 876.60 feet to the Southeast corner of said NE¼; thence N00°12'46"E along the East line of said NE¼ a distance of 1300.83 feet to the point of beginning. ALSO KNOWN AS Wagoner County Industrial Park I.**

are:

LEGAL DESCRIPTION	**NAMES & ADDRESSES**
All of Blocks 1 and 2, inclusive	**Wagoner County Economic Development Authority** **P. O. Box 487, Coweta, OK 74429**

DATED this 28th day of February, 2022 at 5:01 p.m.

WAGONER COUNTY ABSTRACT COMPANY, L.L.C.
(Certificate of Authority No. 32)

(seal)

By: Beri Jean Groom
Abstractor No. 2012

SUBSCRIBED AND SWORN to before me this 28th day of February, 2022.

KIM WITTEN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JAN. 04, 2025
COMMISSION # 00018819

Kim Witten
NOTARY PUBLIC

8/14/2008 8:25 AM pgs: 685 - 685
Fees: $0.00 Doc: $0.00
Carolyn M. Kusler, County Clerk
Wagoner County - State of Oklahoma

FINAL PLAT
WAGONER COUNTY INDUSTRIAL PARK I
WAGONER COUNTY, OKLAHOMA
JULY 2008

LEGAL DESCRIPTION

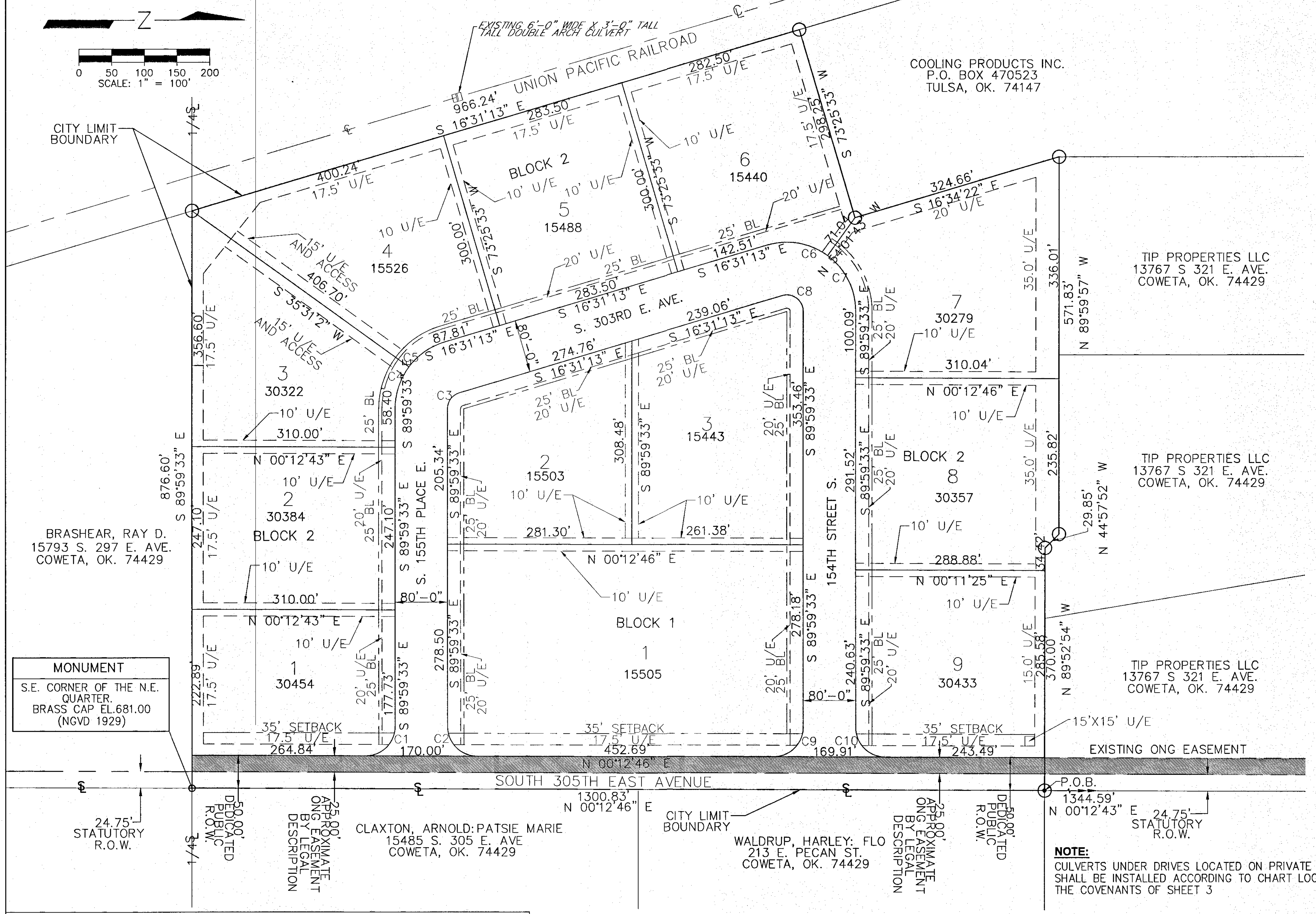
A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E/2, NE/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOW;

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S00°12'43"W ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1,344.59 FEET, TO THE POINT OF BEGINNING; THENCE N89°52'54"W A DISTANCE OF 370.00 FEET; THENCE N44°57'52"W A DISTANCE OF 29.85 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER (NE/4, NE/4); THENCE N89°59'57"W, ALONG SAID SOUTH LINE, A DISTANCE OF 571.83 FEET; THENCE S16°34'22"E A DISTANCE OF 324.66 FEET; THENCE S73°25'33"W A DISTANCE OF 298.26 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S16°31'13"E ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 966.24 FEET, TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4); THENCE S89°59'33"E ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 876.60 FEET, TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE N00°12'46"E, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4), A DISTANCE OF 1,300.83 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,303,928.21 SQUARE FEET/29.93 ACRES

DEVELOPER:
WAGONER COUNTY ECONOMIC DEVELOPMENT
AUTHORITY
30058 E. 147TH STREET SOUTH
COWETA, OK
(918) 486-4589

SURVEYOR:
HUDDLESTON LAND SURVEYING, INC.
P.O. BOX 496
VINITA, OK. 74301
PH (918) 451-1925
FAX (918) 256-6543



NOTE:
CULVERTS UNDER DRIVES LOCATED ON PRIVATE PROPERTY SHALL BE INSTALLED ACCORDING TO CHART LOCATED ON THE COVENANTS OF SHEET 3

CURVE DATA TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CURVE NO.	LENGTH	RADIUS	DELTA
C-1	70.85'	45.00'	90°12'19"	C-8	46.48'	25.00'	106°31'40"
C-2	70.52'	45.00'	89°47'41"	C-9	70.85'	45.00'	90°12'19"
C-3	32.06'	25.00'	73°28'20"	C-10	70.52'	45.00'	89°47'41"
C-4	67.67'	105.00'	36°55'27"				
C-5	66.98'	105.00'	36°32'53"				
C-6	96.76'	105.00'	52°47'56"				
C-7	98.46'	105.00'	53°43'44"				

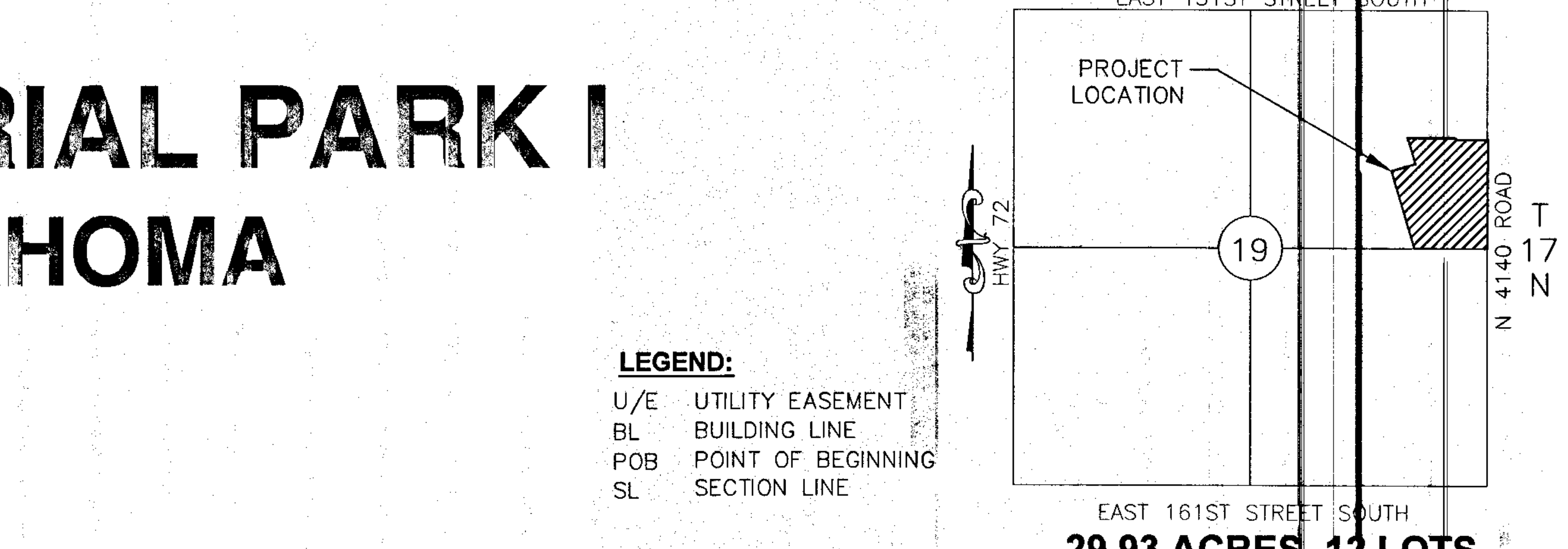
RESEARCH OF APPROPRIATE RECORDS INDICATES THAT NO OIL,GAS,WATER WELLS AND/OR FRESH SPRINGS HAVE BEEN LOCATED ON THIS PROPERTY

ENTIRE PROPERTY IS LOCATED OUTSIDE OF ANY FEMA REGULATORY FLOODPLAIN

RESEARCH OF APPROPRIATE AGENCIES INDICATES THAT NO WETLANDS, ENDANGERED SPECIES, HISTORICAL AND/OR ARCHAEOLOGICAL SITES ARE ASSOCIATED WITH THIS PROPERTY

LEGEND:
○ IRON PIN SET

Certified True Copy
CAROLYN KUSLER, COUNTY CLERK
Wagoner County, Okla.
By Kristy Carmine
DEPUTY



LEGEND:
U/E UTILITY EASEMENT
BL BUILDING LINE
POB POINT OF BEGINNING
SL SECTION LINE

29.93 ACRES, 12 LOTS

OWNERS CERTIFICATE & DEDICATION

We, the undersigned, Wagoner County, do hereby certify that we are the owners of and the only person having any right, title, or interest in the land shown on the annexed plat of:

A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER (E/2, NE/4) OF SECTION NINETEEN (19), TOWNSHIP SEVENTEEN (17) NORTH, RANGE SIXTEEN (16) EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA.

and that the plat represents a correct survey of the above described property made with our consent, and that we hereby dedicate to the public use all the streets as shown on said annexed plat: that the easement as shown on the annexed plat are created for the installation and maintenance of public utilities; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs, or assigns forever and have caused the same to be released from all encumbrances so the title is clear, except as shown in the abstracter's certificate.

STATE OF OKLAHOMA)
) SS:
COUNTY OF WAGONER)

Jerry Hefner
Commissoner Jerry Hefner, Chairman
T. E. Vincent
Commissoner Tom Vincent
Jim Hargrave
Commissoner Jim Hargrave

Kathleen L. Smith #04004136 EXP. 05/04/12

Before me, the undersigned Notary Public, in and for said county and state on this 12th day of August, 2008 personally appeared Jim Hargrave, Tom Vincent, Jerry Hefner, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the OWNER and acknowledges to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes Given under my hand and seal the day and year last above written. therein set

My commission expires: May 4, 2012

Kathleen L Smith
Notary Public

CERTIFICATE OF SURVEY

I, Micheal J. Huddleston, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have surveyed, subdivided and platted the above tract designated as Wagoner County Industrial Park I, a subdivision in the City of Coweta, Wagoner County, Oklahoma. To the best of my knowledge, the above plat is an accurate representation of said survey. Witness my hand and seal this 5 day of August, 2008.

Oklahoma Registered Land Surveyor # 1103 CA# 1613 (CA) Expires 6-30-2009

Micheal Jerome Huddleston L.S. 1103

STATE OF OKLAHOMA)
) SS:
COUNTY OF WAGONER)

Michael J. Huddleston
Surveyor

Before me, the undersigned Notary Public, in and for said county and state on this 5 day of AUGUST, 2008 personally appeared Mike Huddleston to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as the SURVEYOR and acknowledges to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes Given under my hand and seal the day and year last above written.

My commission expires: JUNE 20, 2009

Dale Schaffner
Notary Public

CERTIFICATE OF COWETA PLANNING COMMISSION

I, Phil Roland, Chairman of the Coweta Planning Commission, do certify that the proposed industrial park Wagoner County Industrial Park I has been processed through the Coweta Planning Commission with approval for acceptance.

Chairman

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Coweta Council on June 2, 2008

Robert Mitchell
Mayor or Vice Mayor

This approval is void if the above signature is not endorsed by the City Clerk

Attest
Joyce Terry
City Clerk

CERTIFICATE OF WAGONER COUNTY CLERK

I, Carolyn M Kusler, the County Clerk of Wagoner County do here now state the shown plat of Wagoner County Industrial Park I has been filed into Wagoner County Records.

Carolyn M Kusler
Wagoner County Clerk

CERTIFICATE OF WAGONER COUNTY TREASURER

I, Gloria Marshall, The duly elected and qualified County Treasurer of Wagoner County, Oklahoma. do hereby certify that there are no unpaid taxes up to and including the year 2007 on the above described property know as Wagoner County Industrial Park I a part of the East half of the Northeast Quarter of Section 19, Township 17 North, Range 16 East, City of Coweta, Wagoner County, State of Oklahoma, and required the security has been deposited in the office of the County Treasurer guaranteeing payment of current years taxes.

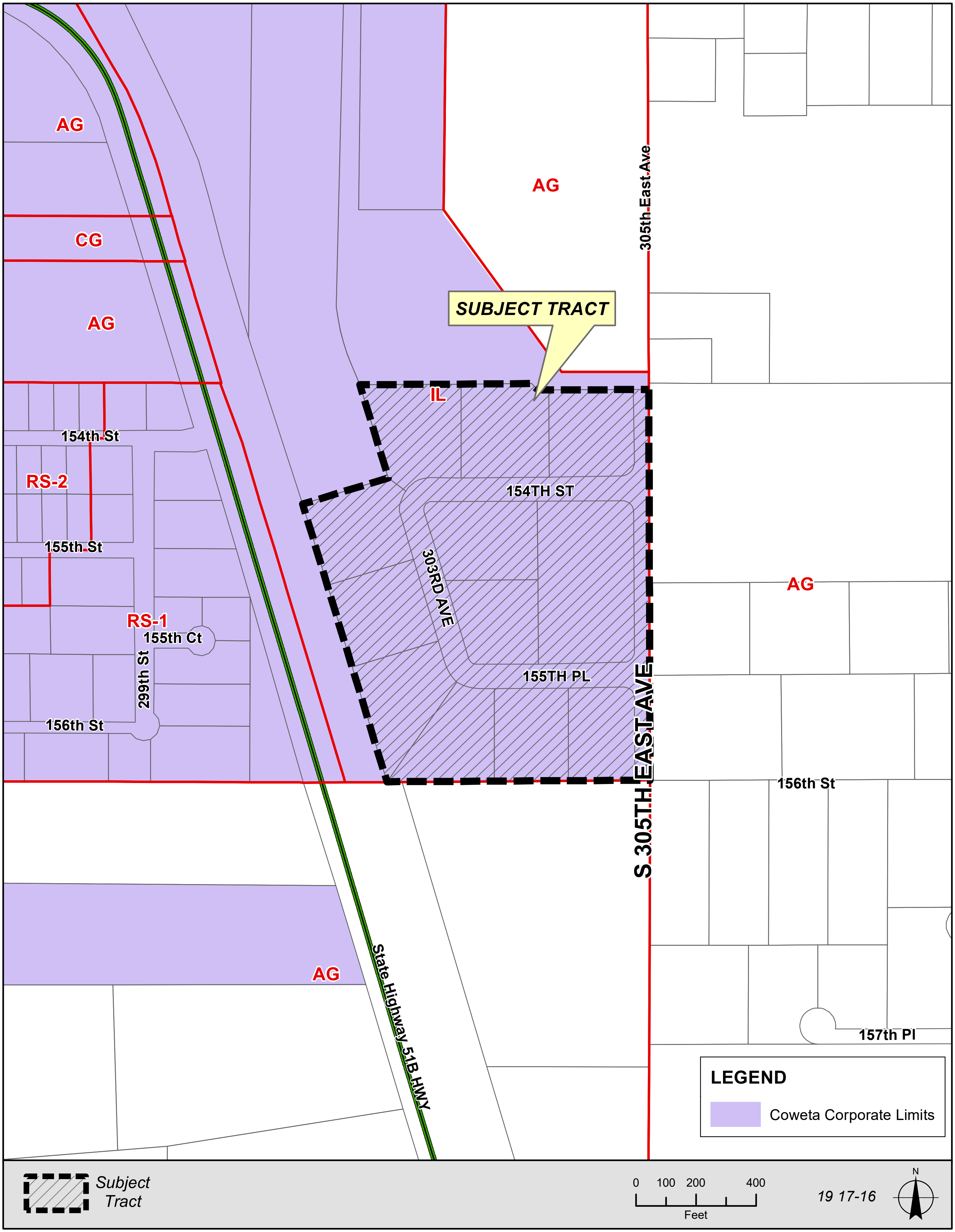
Witness my hand this 13th day of August, 2008.

Gloria Marshall
County Treasurer

46

SHEET 1 OF 2


305th East Ave
SUBJECT TRACT
154th St
154TH ST
155th St
299th St
303RD AVE
155th Ct
155TH PL
156th St
156th St
S 305TH EAST AVE
State Highway 51B HWY
157th Pl
Subject
Tract
0 100 200 400
Feet
19 17-16
N


AG
CG
AG
RS-2
RS-1
AG
IL
AG
AG
SUBJECT TRACT
305th East Ave
154th St
155th St
155th Ct
299th St
156th St
154TH ST
303RD AVE
155TH PL
S 305TH EAST AVE
156th St
157th Pl
State Highway 51B HWY
LEGEND
Coweta Corporate Limits
Subject Tract
0 100 200 400
Feet
19 17-16
N

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

Memorandum

To: Honorable Mayor and City Council
From: Mark Seibold, Community Development Director
Re: Final Plat the Woods Phase I Blocks 1-5
Date: 04-04-2022

BACKGROUND

Applicant
The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final Plat approval of The Woods Phase I Blocks 1-5, a subdivision of approximately 53.601 acres more or less with 106 lots.

Case Facts

- The property is located in located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned Part of Planned Unit Development PUD No. R 13-02, with RS-2 Residential Single Family and RM-1 Residential Multi-Family zoning.
- The property legal description: Part of the Northwest Quarter (NW/4 and Part of the North Half of the Southwest Quarter (N/2 SW/4 of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East, of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

A public hearing was held on the 21st day of December 2020, by the Coweta Planning Commission for the preliminary plat, The Woods Phase I. At the Monday December 21, 2020, Planning Commission meeting, the Planning Commission approved the preliminary Plat, The Woods Phase I Blocks 1-5 with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer. By a vote of 4-0.

A public hearing was held on the 21ST day of March 2022, by the Coweta Planning Commission for the final plat, The Woods Phase I. At the Monday March 21, 2022, Planning Commission meeting, the Planning Commission recommended approval of the final plat by a vote of 4-0.

Pertinent Code
SECTION 2.4.4 City Council Action:

- The City Council shall act upon the final plat for approval and for acceptance of public ways and service and utility easements and land dedicated to public use. Approval of the final plat shall in no way be construed as acceptance of the public works improvements. The disapproval of any plat or plan by the City Council shall be deemed a refusal of the proposed dedication shown thereon.

SECTION 2.4.8 Approval and Recording of Plats Required:

- No plat or other land subdivision instrument shall be filed in the office of the county clerk until it shall have been given final plat approval by the Planning Commission and by the City Council as required. The approved final plat shall remain with the City Planning office until the completion of and acceptance or approval by the City Council on all improvements or all security requirements have been submitted and approved. After acceptance, the Plat will be released for filing / recording by the subdivider. The subdivider shall return a copy of the recorded plat with copies as defined herein. All final plats shall be filed within one year of the approval of the City Council and no lots shall be sold from any plat until recorded. Failure to record the plat within one year of the date of the City Council approval shall void all approvals thereto.

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat, The Woods Phase I Blocks 1-5.

ATTACHMENTS

1. Final Plat, The Woods Phase I Blocks 1-5.

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	272.90'	325.00'	48°06'37"	N67°16'04"W	264.95'
2	283.63'	265.00'	61°19'23"	N60°39'41"W	270.28'
3	35.59'	25.00'	81°33'25"	N83°59'28"W	32.66'
4	37.28'	25.00'	85°26'56"	N12°43'28"E	33.92'
5	39.27'	25.00'	90°00'00"	N15°00'00"E	35.36'
6	41.91'	25.00'	96°02'32"	N88°24'27"W	37.17'
7	41.91'	25.00'	96°02'32"	N4°26'59"W	37.17'
8	118.91'	500.00'	38°45'34"	N71°51'02"W	331.83'
9	128.90'	300.00'	24°37'09"	N31°15'43"E	127.92'
10	107.42'	250.00'	24°37'09"	N31°15'43"E	106.60'
11	39.27'	25.00'	90°00'00"	N26°02'51"W	35.36'
12	21.03'	25.00'	48°11'23"	N84°51'27"E	20.41'
13	241.19'	50.00'	276°22'46"	N18°57'09"E	66.67'
14	21.03'	25.00'	48°11'23"	N46°57'10"W	20.41'
15	39.27'	25.00'	90°00'00"	N63°57'09"E	35.36'
16	457.09'	535.00'	48°57'09"	N5°31'26"W	443.32'
17	308.09'	485.00'	36°23'47"	N0°45'15"E	302.94'
18	44.75'	25.00'	102°33'21"	N68°43'19"W	39.01'
19	88.29'	225.00'	22°28'55"	N71°14'28"E	87.72'
20	68.67'	175.00'	22°28'55"	N71°14'28"E	68.23'
21	21.03'	25.00'	48°11'23"	N35°54'19"E	20.41'

Curve Table

22	152.77'	50.00'	175°03'34"	N80°39'36"W	99.91'
23	16.09'	25.00'	36°52'12"	N11°33'54"W	15.81'
24	39.27'	25.00'	90°00'00"	N75°00'00"W	35.36'
25	16.09'	25.00'	36°52'12"	N48°26'06"W	15.81'
26	152.84'	50.00'	175°08'13"	N20°41'55"E	99.91'
27	20.45'	25.00'	46°51'28"	N84°50'18"E	19.88'
28	96.46'	225.00'	24°33'49"	N73°41'29"E	95.72'
29	79.33'	175.00'	25°58'23"	N72°59'12"E	78.65'
30	102.00'	225.00'	25°58'23"	N72°59'12"E	101.13'
31	58.90'	175.00'	19°17'04"	N39°38'32"W	58.62'
32	177.23'	125.00'	81°14'15"	N70°37'08"W	162.76'
33	32.95'	25.00'	75°31'21"	N11°31'23"W	30.62'
35	71.99'	125.00'	32°59'54"	N42°44'14"E	71.00'
37	100.79'	175.00'	32°59'54"	N42°44'14"E	99.40'
38	32.95'	25.00'	75°31'21"	N63°59'58"E	30.62'
39	241.17'	50.00'	276°21'24"	N45°33'24"W	66.68'
40	21.57'	25.00'	49°26'02"	N20°58'55"E	20.91'
41	307.16'	1300.00'	13°32'15"	N52°28'04"E	306.44'
42	100.79'	175.00'	32°59'54"	N85°15'41"E	99.40'
43	73.46'	1300.00'	3°14'15"	N70°22'52"E	73.45'
44	76.28'	1350.00'	3°14'15"	N70°22'52"E	76.27'
45	95.12'	325.00'	16°46'11"	N63°36'55"E	94.78'
46	79.44'	275.00'	16°33'04"	N63°43'28"E	79.16'
47	90.64'	500.00'	10°23'10"	N35°11'35"W	90.51'

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
A	128.36'	560.00'	13°07'59"	N57°53'53"W	128.08'
B	37.13'	25.00'	85°05'49"	S86°07'12"W	33.81'
C	37.13'	25.00'	85°05'49"	N1°01'23"E	33.81'
D	112.65'	560.00'	11°31'32"	N35°45'46"W	112.46'
E	39.27'	25.00'	90°00'00"	N75°00'00"W	35.36'
F	140.29'	200.00'	40°11'24"	S39°54'18"W	137.43'
G	384.31'	875.00'	25°09'53"	N7°13'40"E	381.22'

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

   (a) FOUND BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;

   (b) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;

   THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY INCOG AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 116TH STREET SOUTH BEING A PUBLIC STREET.

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
GOV'T	GOVERNMENT
ITB	INITIAL TANGENT BEARING
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
R	RADIUS
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
UNP	UNPLATTED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

PUD-R 13-02

The Woods

BLOCKS 1-5

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF
OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929

OWNER:
Tulsa L Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RAUSCHCOLEMAN.COM
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

SUBDIVISION CONTAINS:

ONE HUNDRED AND SIX (106) LOTS
IN FIVE (5) BLOCKS
WITH ONE (1) RESERVE AREA

GROSS SUBDIVISION AREA: 53.601 ACRES

FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Coweta Planning Commission

on ______________________________

____
CHAIR, VICE-CHAIR OR SECRETARY

I hereby certify that this plat was approved by the Coweta City Council

on ______________________________

____
MAYOR/DEPUTY

This approval is void if the above signature is not endorsed by the City Clerk.

____
CITY CLERK/DEPUTY

DATE OF PREPARATION: February 18, 2022

Draft Final Plat

PUD-R 13-02

The Woods

BLOCKS 1-5

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF
OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) 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 NORTHWEST CORNER OF SAID NW/4; THENCE SOUTH 1°19'23" EAST AND ALONG THE WEST LINE OF THE NW/4, FOR A DISTANCE OF 1731.01 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF "THE WOODS AT OAK GROVE," A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (BOOK PLC4 PAGE 392), COUNTY OF WAGONER RECORDS, AND BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTH LINE OF SAID "THE WOODS AT OAK GROVE" SUBDIVISION FOR THE FOLLOWING FOUR (4) COURSES: NORTH 88°40'57" EAST FOR A DISTANCE OF 237.20 FEET; THENCE NORTH 81°30'40" EAST FOR A DISTANCE OF 601.95 FEET; THENCE NORTH 63°51'36" EAST FOR A DISTANCE OF 417.63 FEET; THENCE NORTH 46°34'40" EAST FOR A DISTANCE OF 170.04 FEET TO THE MOST SOUTHERN SOUTHEAST CORNER OF "THE WOODS AT OAK GROVE II," A SUBDIVISION IN WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN BOOK 1334 AT PAGE 888, COUNTY OF WAGONER RECORDS; THENCE NORTH 46°34'38" EAST AND ALONG THE SOUTH LINE OF SAID "THE WOODS AT OAK GROVE II" SUBDIVISION, FOR A DISTANCE OF 253.75 FEET; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 85°05'49", A CHORD BEARING AND DISTANCE OF SOUTH 86°07'12" WEST FOR 33.81 FEET, FOR AN ARC DISTANCE OF 37.13 FEET; THENCE NORTH 46°25'43" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 43°34'17" EAST, A CENTRAL ANGLE OF 85°05'49", A CHORD BEARING AND DISTANCE OF NORTH 1°01'23" EAST FOR 33.81 FEET, FOR AN ARC DISTANCE OF 37.13 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG A 560.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 11°31'32", A CHORD BEARING AND DISTANCE OF NORTH 35°45'46" WEST FOR 112.46 FEET, FOR AN ARC DISTANCE OF 112.65 FEET TO A POINT OF TANGENCY; THENCE NORTH 30°00'00" WEST FOR A DISTANCE OF 300.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF NORTH 75°00'00" WEST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET;

THENCE NORTH 30°00'00" WEST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 60°00'00" WEST FOR A DISTANCE OF 5.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 40°11'24", A CHORD BEARING AND DISTANCE OF SOUTH 39°54'18" WEST FOR 137.43 FEET, FOR AN ARC DISTANCE OF 140.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 19°48'36" WEST FOR A DISTANCE OF 311.22 FEET TO A POINT OF CURVATURE; THENCE ALONG A 875.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 25°09'53", A CHORD BEARING AND DISTANCE OF SOUTH 7°13'40" WEST FOR 381.22 FEET, FOR AN ARC DISTANCE OF 384.31 FEET; THENCE SOUTH 84°38'43" WEST FOR A DISTANCE OF 178.81 FEET; THENCE SOUTH 34°16'22" WEST FOR A DISTANCE OF 174.17 FEET; THENCE SOUTH 21°36'06" EAST FOR A DISTANCE OF 548.34 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH 88°46'10" WEST ALONG SAID SOUTH LINE 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 221.03 FEET; THENCE NORTH 61°40'25" WEST FOR A DISTANCE OF 287.89 FEET; THENCE SOUTH 88°44'21" WEST FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST LINE OF THE N/2 SW/4; THENCE NORTH 1°24'11" WEST AND ALONG SAID WEST LINE OF THE N/2 SW/4, FOR A DISTANCE OF 1177.21 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER THEREOF; THENCE NORTH 1°19'23" WEST AND ALONG THE WEST LINE OF SAID NW/4, FOR A DISTANCE OF 909.78 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 2,334,875 SQUARE FEET, OR 53.601 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

A) FOUND BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;
B) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE HUNDRED SIX (106) LOTS IN FIVE (5) BLOCKS ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "THE WOODS BLOCKS 1-5," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN, OR STORM SEWERS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF COWETA, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES, AND THE CITY OF COWETA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER AND STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 AND THE CITY OF COWETA, OR THEIR RESPECTIVE SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF COWETA OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF COWETA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND THE CITY OF COWETA, OKLAHOMA.

F. RESERVE AREAS

1. RESERVES A AND B, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

2. RESERVES A AND B ARE RESERVED FOR PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF COWETA, FOR STORMWATER DRAINAGE, AND FOR UTILITIES.

3. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVES A AND B, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVES A AND B TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVES A OR B.

4. IN THE EVENT THE OWNER OF ANY RESERVE AREA FAILS TO PROPERLY MAINTAIN THE RESERVE AREA, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE RESERVE AREA AND PERFORM MAINTENANCE NECESSARY, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVES A AND B TO THE ASSOCIATION. IN THE EVENT ANY RESERVE AREA OWNER FAILS TO TIMELY PAY THE COST OF SAID MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER SUCH COSTS OF MAINTENANCE SHALL BECOME A LIEN ON THE RESERVE AREA, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

5. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF COWETA, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF COWETA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

G. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF COWETA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF COWETA, OKLAHOMA, PROVIDED THAT, WHERE COINCIDENT WITH UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF COWETA, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OR RESERVE AREA OWNER CONTAINING SUCH EASEMENT, AT SUCH OWNER'S EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA, OR, ABSENT SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
c. DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SUBJECT TO THE OVERLAND DRAINAGE EASEMENT FAILS TO PROPERLY MAINTAIN THE EASEMENT AREAS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, THE ALTERATION OF GRADE THEREIN, OR THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF COWETA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA OWNER, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE LOT OR RESERVE AREA OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

H. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE LOT OR RESERVE AREA OWNER AND COWETA PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FORGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 1-5" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 13-02 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE COWETA, OKLAHOMA ZONING CODE, AND

WHEREAS, PUD NO. PUD-R 13-02 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF COWETA PLANNING COMMISSION ON FEBRUARY 24, 2014, AND APPROVED BY THE COWETA CITY COUNCIL ON MARCH 3, 2014 WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 744) APPROVED MARCH 3, 2014, WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE COWETA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF COWETA, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF COWETA, OKLAHOMA.

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

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-R 13-02, AS APPROVED BY THE CITY OF COWETA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD-R 13-02 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF COWETA ZONING CODE AS SUCH PROVISIONS EXISTED ON MARCH 3, 2014.

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA B

(RESIDENTIAL SINGLE-FAMILY- SCHOOL SITE- MUNICIPAL COMMUNITY CENTER, GOLF COURSE/ DRIVING RANGE) (ALL OF "THE WOODS BLOCKS 1-5" EXCEPT RESERVE A AND EXCEPT LOT 1, BLOCK 1, BUT INCLUDING A SOUTHERLY PORTION OF LOT 1, BLOCK 1, CONTAINING APPROXIMATELY 7.292 ACRES, ALL AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*		
GROSS:	276.735 ACRES	12,054,576 SQUARE FEET
NET:	276.735 ACRES	12,054,576 SQUARE FEET

* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT. DEVELOPMENT AREA B OF ORIGINAL PUD INCLUDED AREAS NOT A PART OF THIS PLAT.

PERMITTED USES (TO BE ALLOWED BY RIGHT): THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RS ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 410, 420, 430, 440 IN THE ZONING CODE. PROVIDED, BARS, TAVERNS, NIGHT CLUBS AND ADULT ENTERTAINMENT ESTABLISHMENTS SHALL BE PROHIBITED, EXCEPT THAT ANY RESTAURANT OR EATING ESTABLISHMENT CONSTRUCTED ON THE SITE SHALL BE PERMITTED TO SERVE ALCOHOLIC BEVERAGES AND HAVE A SEPARATE BAR AREA AS PART OF THE ESTABLISHMENT, SUBJECT TO COMPLIANCE WITH STATE LAW REGULATING THE SALE OF ALCOHOLIC BEVERAGES.

THE MINIMUM YARD REQUIREMENTS FOR RS-2 WILL APPLY TO ALL SINGLE FAMILY RESIDENTIAL ZONED LOTS. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT:	25 FEET (NO HOUSES WILL FRONT 121ST STREET SOUTH)
REAR:	20 FEET
REAR:	25 FEET (BACKING TO 121ST STREET SOUTH)
SIDE (INTERIOR):	5 FEET
SIDE (STREET):	15 FEET
SIDE (STREET):	20 FEET (ALONG 121ST STREET SOUTH)
MAXIMUM BUILDING HEIGHT:	THREE STORY** 45 FEET IN HEIGHT

**(THREE STORY HEIGHT MAY VARY DEPENDING ON TYPE OF FINISH.)

MINIMUM LOT AREA	5,000 SQUARE FEET
MINIMUM LOT WIDTH	50 FEET

Lot Area & Address Table

AREA LABEL	AREA(ACRES)	ADDRESS
BLOCK 1 LOT 1	28.452	27404 E 116TH ST S
		11504 S 275TH E AVE
BLOCK 2 LOT 1	0.262	27501 E 114TH PL S
BLOCK 2 LOT 2	0.225	27505 E 114TH PL S
BLOCK 2 LOT 3	0.191	27509 E 114TH PL S
BLOCK 2 LOT 4	0.177	27513 E 114TH PL S
BLOCK 2 LOT 5	0.164	27517 E 114TH PL S
BLOCK 2 LOT 6	0.168	27603 E 114TH PL S
BLOCK 2 LOT 7	0.184	27607 E 114TH PL S
BLOCK 2 LOT 8	0.206	27611 E 114TH PL S
BLOCK 2 LOT 9	0.236	27701 E 114TH PL S
BLOCK 2 LOT 10	0.197	27705 E 114TH PL S
BLOCK 2 LOT 11	0.183	27709 E 114TH PL S
BLOCK 2 LOT 12	0.172	27713 E 114TH PL S
BLOCK 2 LOT 13	0.172	27717 E 114TH PL S
BLOCK 2 LOT 14	0.179	27803 E 114TH PL S
BLOCK 2 LOT 15	0.192	27807 E 114TH PL S
BLOCK 2 LOT 16	0.166	27811 E 114TH PL S
BLOCK 2 LOT 17	0.300	27815 E 114TH PL S
BLOCK 2 LOT 18	0.299	27819 E 114TH PL S
BLOCK 2 LOT 19	0.225	27820 E 114TH PL S
BLOCK 2 LOT 20	0.221	27816 E 114TH PL S
BLOCK 2 LOT 21	0.182	27812 E 114TH PL S
BLOCK 2 LOT 22	0.168	27808 E 114TH PL S
BLOCK 2 LOT 23	0.161	27804 E 114TH PL S
BLOCK 2 LOT 24	0.162	27718 E 114TH PL S
BLOCK 2 LOT 25	0.165	27714 E 114TH PL S
BLOCK 2 LOT 26	0.217	27710 E 114TH PL S
BLOCK 2 LOT 27	0.195	11401 S 277TH E AVE
		27706 E 114TH PL S
BLOCK 2 LOT 28	0.153	11405 S 277TH E AVE
BLOCK 2 LOT 29	0.143	11409 S 277TH E AVE
BLOCK 2 LOT 30	0.143	11413 S 277TH E AVE
BLOCK 2 LOT 31	0.143	11503 S 277TH E AVE
BLOCK 2 LOT 32	0.143	11507 S 277TH E AVE
BLOCK 2 LOT 33	0.172	11511 S 277TH E AVE
BLOCK 3 LOT 1	0.176	11403 S 275TH E AVE
BLOCK 3 LOT 2	0.163	27506 E 114TH PL S
BLOCK 3 LOT 3	0.143	27510 E 114TH PL S
BLOCK 3 LOT 4	0.123	27514 E 114TH PL S
BLOCK 3 LOT 5	0.128	27518 E 114TH PL S
BLOCK 3 LOT 6	0.137	27604 E 114TH PL S
BLOCK 3 LOT 7	0.146	27608 E 114TH PL S
BLOCK 3 LOT 8	0.236	11402 S 277TH E AVE
		27612 E 114TH PL S
BLOCK 3 LOT 9	0.138	11406 S 277TH E AVE
BLOCK 3 LOT 10	0.162	27609 E 115TH ST S
		11410 S 277TH E AVE
BLOCK 3 LOT 11	0.159	27605 E 115TH ST S
BLOCK 3 LOT 12	0.143	27601 E 115TH ST S
BLOCK 3 LOT 13	0.143	27515 E 115TH ST S
BLOCK 3 LOT 14	0.142	27511 E 115TH ST S
BLOCK 3 LOT 15	0.183	27507 E 115TH ST S
BLOCK 3 LOT 16	0.256	27503 E 115TH ST S
BLOCK 3 LOT 17	0.183	11502 S 275TH E PL
BLOCK 3 LOT 18	0.143	11506 S 275TH E PL
BLOCK 3 LOT 19	0.151	11510 S 275TH E PL
BLOCK 3 LOT 20	0.151	11514 S 275TH E PL
BLOCK 3 LOT 21	0.143	11518 S 275TH E PL
BLOCK 3 LOT 22	0.133	11522 S 275TH E PL
BLOCK 3 LOT 23	0.231	11526 S 275TH E PL
BLOCK 3 LOT 24	0.269	27502 E 115TH PL S
BLOCK 3 LOT 25	0.168	27506 E 115TH PL S
BLOCK 3 LOT 26	0.167	27510 E 115TH PL S
BLOCK 3 LOT 27	0.159	27514 E 115TH PL S
BLOCK 3 LOT 28	0.158	27604 E 115TH PL S
BLOCK 3 LOT 29	0.177	11520 S 277TH E AVE
		27612 E 115TH PL S
BLOCK 3 LOT 30	0.137	11524 S 277TH E AVE
BLOCK 3 LOT 31	0.134	11528 S 277TH E AVE
BLOCK 3 LOT 32	0.136	11532 S 277TH E AVE
BLOCK 3 LOT 33	0.135	11536 S 277TH E AVE
BLOCK 3 LOT 34	0.130	11540 S 277TH E AVE
BLOCK 3 LOT 35	0.141	11544 S 277TH E AVE
		27613 E 116TH ST S
BLOCK 3 LOT 36	0.244	27609 E 116TH ST S
BLOCK 3 LOT 37	0.182	27605 E 116TH ST S
BLOCK 3 LOT 38	0.217	27601 E 116TH ST S
BLOCK 3 LOT 39	0.240	27602 E 116TH ST S
BLOCK 3 LOT 40	0.165	27606 E 116TH ST S
BLOCK 3 LOT 41	0.189	27610 E 116TH ST S
BLOCK 3 LOT 42	0.166	11621 S 275TH E AVE
		11618 S 277TH E AVE
BLOCK 3 LOT 43	0.132	11614 S 277TH E AVE
BLOCK 3 LOT 44	0.126	11610 S 277TH E AVE
BLOCK 3 LOT 45	0.141	11606 S 277TH E AVE
		27614 E 116TH ST S
BLOCK 4 LOT 1	0.168	11509 S 275TH E PL
		27512 E 115TH ST S
BLOCK 4 LOT 2	0.128	27516 E 115TH ST S
BLOCK 4 LOT 3	0.119	27602 E 115TH ST S
BLOCK 4 LOT 4	0.121	27606 E 115TH ST S
BLOCK 4 LOT 5	0.126	27610 E 115TH ST S
BLOCK 4 LOT 6	0.161	11508 S 277TH E AVE
		27614 E 115TH ST S
BLOCK 4 LOT 7	0.161	11516 S 277TH E AVE
		27515 E 115TH PL S
BLOCK 4 LOT 8	0.126	27611 E 115TH PL S
BLOCK 4 LOT 9	0.131	27607 E 115TH PL S
BLOCK 4 LOT 10	0.130	27603 E 115TH PL S
BLOCK 4 LOT 11	0.129	27513 E 115TH PL S
BLOCK 4 LOT 12	0.169	11517 S 275TH E PL
		27509 E 115TH PL S
BLOCK 5 LOT 1	0.156	11519 S 277TH E AVE
BLOCK 5 LOT 2	0.152	11523 S 277TH E AVE
BLOCK 5 LOT 3	0.148	11527 S 277TH E AVE
BLOCK 5 LOT 4	0.144	11531 S 277TH E AVE
BLOCK 5 LOT 5	0.148	11535 S 277TH E AVE
BLOCK 5 LOT 6	0.146	11539 S 277TH E AVE
BLOCK 5 LOT 7	0.142	11543 S 277TH E AVE
BLOCK 5 LOT 8	0.126	11547 S 277TH E AVE
BLOCK 5 LOT 9	0.126	11551 S 277TH E AVE
BLOCK 5 LOT 10	0.126	11601 S 277TH E AVE
BLOCK 5 LOT 11	0.126	11605 S 277TH E AVE
BLOCK 5 LOT 12	0.126	11609 S 277TH E AVE
BLOCK 5 LOT 13	0.140	11613 S 277TH E AVE
BLOCK 5 LOT 14	0.151	11617 S 277TH E AVE
BLOCK 5 LOT 15	0.212	11621 S 277TH E AVE
		27701 E 117TH ST S
RESERVE A	0.469	11321 S 275TH E AVE

DATE OF PREPARATION: February 18, 2022

Draft Final Plat

PUD-R 13-02

The Woods

BLOCKS 1-5

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF
OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

C. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA C

(RESIDENTIAL MULTI-FAMILY) (RESERVE A AND LOT 1, BLOCK 1, EXCEPTING A SOUTHERLY PORTION OF LOT 1, BLOCK 1, CONTAINING APPROXIMATELY 7.292 ACRES, ALL AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*

FRONT:	23.3 ACRES	1,014,948 SQUARE FEET
NET:	23.3 ACRES	1,014,948 SQUARE FEET

* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT.

PERMITTED USES (TO BE ALLOWED BY RIGHT IN THE RM-1 ZONING DISTRICT): THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RM-1 ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 610, 620, 630, 640 IN THE ZONING CODE. PROVIDED, BARS, TAVERNS, NIGHT CLUBS AND ADULT ENTERTAINMENT ESTABLISHMENTS SHALL BE PROHIBITED, EXCEPT THAT ANY RESTAURANT OR EATING ESTABLISHMENT CONSTRUCTED ON THE SITE SHALL BE PERMITTED TO SERVE ALCOHOLIC BEVERAGES AND HAVE A SEPARATE BAR AREA AS PART OF THE ESTABLISHMENT, SUBJECT TO COMPLIANCE WITH STATE LAW REGULATING THE SALE OF ALCOHOLIC BEVERAGES.

MINIMUM YARD REQUIREMENTS PER SECTION 600 OF THE ZONING CODE. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT:	25 FEET FROM EXISTING OR PLANNED RIGHT-OF-WAY (NO FRONTAGE ON 121ST STREET SOUTH)
REAR:	20 FEET (PRINCIPAL BUILDING)
REAR:	10 FEET (GARAGE APARTMENTS AND DETACHED ACCESSORY BUILDINGS)
REAR:	5 FEET FROM UTILITY EASEMENT (IF GREATER THAN FROM REAR LOT LINE; GARAGE APARTMENTS AND DETACHED ACCESSORY BUILDINGS ONLY)
SIDE (INTERIOR):	5 FEET***
SIDE (STREET):	15 FEET FROM EXISTING OR PLANNED RIGHT-OF-WAY (NO FRONTAGE ON 121ST STREET SOUTH)

***FOR PRINCIPAL STRUCTURES OTHER THAN SINGLE- AND TWO-FAMILY DWELLINGS, AN ADDITIONAL 10-FOOT SETBACK SHALL APPLY FOR EACH STORY ABOVE ONE (1).

D. DEVELOPMENT STANDARDS FOR ALL PROPERTY

1. LANDSCAPED AREA AND SCREENING ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH CHAPTER 24 OF THE ZONING CODE.

2. SIGNS SIGNAGE SHALL COMPLY WITH CHAPTER 18 OF THE ZONING CODE, WITH THE MAXIMUM SURFACE AREA OF A TEMPORARY OR PERMANENT SIGN SIZE BEING 192 SQUARE FEET.

NO SIGN PERMITS SHALL BE ISSUED FOR ERECTION OF A SIGN WITHIN THE PUD UNTIL A DETAIL SIGN PLAN FOR THE PROPERTY HAS BEEN SUBMITTED TO THE CITY OF COWETA OFFICIAL (WHO HAS AUTHORITY TO ISSUE SIGN PERMITS) AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

EACH AND EVERY SIGN WILL BE ARCHITECTURALLY PLEASING AND WELL LANDSCAPED.

3. LIGHTING FLASHING SIGNS, CHANGEABLE COPY SIGNS, RUNNING LIGHT OR TWINKLE SIGNS, ANIMATED SIGNS, REVOLVING OR ROTATING SIGNS WITH MOVEMENT SHALL BE PROHIBITED, EXCEPT AS MAY BE PERMITTED BY THE COWETA ZONING CODE AS PART OF THE APPROVED DETAIL SIGN PLAN.

LIGHTING USED TO ILLUMINATE THE DEVELOPMENT AREA SHALL BE SO ARRANGED AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS AND RESIDENTIAL USES WITHIN THE PUD. NO LIGHT STANDARD OR BUILDING-MOUNTED LIGHT SHALL EXCEED FIVE STORIES IN HEIGHT.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS THERE SHALL BE NO STORAGE OF RECYCLEABLE MATERIALS, TRASH OR SIMILAR MATERIAL OUTSIDE A SCREENED RECEPTACLE. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS, INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN FROM A PUBLIC STREET.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES DRAINAGE. ALL STORM WATER DRAINAGE STRUCTURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA ORDINANCES AND REGULATIONS.

A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE APPROPRIATE CITY OFFICIAL THAT ALL REQUIRED STORMWATER DRAINAGE STRUCTURES SERVING THE SITE HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT ON THAT PROPERTY.

DURING CONSTRUCTION ON THE PROPERTY, THE OWNER WILL PROVIDE ADEQUATE AND REASONABLE EROSION CONTROL, AND, AFTER CONSTRUCTION, THEY WILL PROVIDE AND MAINTAIN VEGETATIVE, LANDSCAPED GROUND COVER SO THAT SOIL DOES NOT ERODE ON OR FROM THE PROPERTY.

6. ACCESS, CIRCULATION AND PARKING ACCESS, TRAFFIC CIRCULATION AND PARKING AREAS ARE DEPICTED ON EXHIBIT F OF THE PUD. SOME OF THE DRIVES AND PARKING AREAS WITHIN THE PUD MAY BE PRIVATELY OWNED AND MAINTAINED. PUBLIC STREETS THROUGH DEVELOPMENT AREA B WILL BE PUBLICLY OWNED AND MAINTAINED. MUTUAL ACCESS BETWEEN AND ACROSS INDIVIDUAL PROPERTIES AND MUTUAL PARKING PRIVILEGES WITHIN THE PUD SHALL BE PROVIDED BY A MUTUAL ACCESS AGREEMENT TO BE RECORDED IN OFFICE OF THE WAGONER COUNTY CLERK BY THE OWNER/DEVELOPER.

PEDESTRIAN ACCESS AND CIRCULATION SHALL BE DEPICTED ON THE DETAILED SITE PLAN DRAWING AND/OR LANDSCAPE PLAN REQUIRED BY THE CITY OF COWETA. AS STATED ABOVE, ALL MUTUAL ACCESS DRIVES IN THE PUD MAY BE PRIVATE DRIVES, WHICH SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA CODES, REGULATIONS AND STANDARDS.

SECTION III. HOME OWNERS ASSOCIATION

B. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION ("HOA") TO GOVERN THE SUBDIVISION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO.

C. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

D. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

E. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

F. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ARC.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES, TO INCLUDE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE AND A PARKING PAD FOR ONE (1) ADDITIONAL AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAY'S WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION IV.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL UNIT OR ENCLOSED GARAGES AND MUST BE OUT OF SIGHT FROM THE STREET. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2042, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS ________ DAY OF ____________, 2022.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY_________________________________
STEPHEN LIEUX, MANAGER

ACKNOWLEDGMENT

STATE OF _______________)
) SS
COUNTY OF _____________)

ON THIS ______ DAY OF ________________, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED STEPHEN LIEUX, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT HE WAS THE MANAGER OF TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND HE RESPECTIVELY ACKNOWLEDGED TO ME THAT HE HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS ______ DAY OF ________________, 2022.

________________________ MY COMMISSION EXPIRES
________________________ NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE WOODS BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ________ DAY OF ___________________ , 2022.

Dan Edwin Tanner 1435

BY:_____________________________________
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _________ DAY OF ________________ , 2022, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

________________________ MY COMMISSION EXPIRES
________________________ NOTARY PUBLIC

DATE OF PREPARATION: February 18, 2022

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

Memorandum

To:	Honorable Mayor and City Council
From:	Mark Seibold, Community Development Director
Re:	Final Plat the Woods Phase II Blocks 6-9
Date:	04-04-2022

BACKGROUND

Applicant
The applicant, Tulsa L Dev., LLC, Developer; Tanner Consulting, L.L.C., Surveyor/Engineer; for Final Plat approval of The Woods Phase II Blocks 6-9, a subdivision of approximately 18.695 acres more or less with 58 lots.

Case Facts

- The property is located in located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned Part of Planned Unit Development PUD No. R 13-02, with RS-2 Residential Single Family and RM-1 Residential Multi-Family zoning.
- The property legal description: Part of the Northwest Quarter (NW/4 and Part of the North Half of the Southwest Quarter (N/2 SW/4 of Section Thirty-Six (36), Township Eighteen (18) North, Range Fifteen (15) East, of the Indian Base and Meridian, A Subdivision within the City of Coweta, Wagoner County, State of Oklahoma.

A public hearing was held on the 17th day of May 2021, by the Coweta Planning Commission for the preliminary plat, The Woods Phase II. At the Monday May 17, 2021, Planning Commission meeting, the Planning Commission approved the preliminary Plat, The Woods Phase II Blocks 6-9 with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer. By a vote of 4-0.

A public hearing was held on the 21ST day of March 2022, by the Coweta Planning Commission for the final plat, The Woods Phase II. At the Monday March 21, 2021, Planning Commission meeting, the Planning Commission recommended approval of the final plat with the condition that construction traffic use 116th Street South rather than 274th East Avenue, and with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer, by a vote of 4-0.

Pertinent Code
SECTION 2.4.4 City Council Action:

- The City Council shall act upon the final plat for approval and for acceptance of public ways and service and utility easements and land dedicated to public use. Approval of the final plat shall in no way be construed as acceptance of the public works improvements. The disapproval of any plat or plan by the City Council shall be deemed a refusal of the proposed dedication shown thereon.

SECTION 2.4.8 Approval and Recording of Plats Required:

- No plat or other land subdivision instrument shall be filed in the office of the county clerk until it shall have been given final plat approval by the Planning Commission and by the City Council as required. The approved final plat shall remain with the City Planning office until the completion of and acceptance or approval by the City Council on all improvements or all security requirements have been submitted and approved. After acceptance, the Plat will be released for filing / recording by the subdivider. The subdivider shall return a copy of the recorded plat with copies as defined herein. All final plats shall be filed within one year of the approval of the City Council and no lots shall be sold from any plat until recorded. Failure to record the plat within one year of the date of the City Council approval shall void all approvals thereto.

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat, The Woods Phase II Blocks 6-9 with the recommendation that construction traffic use 116th Street South rather than 274th East Avenue, and with the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer.

ATTACHMENTS

1. Final Plat, The Woods Phase II Blocks 6-9.

PUD-R 13-02

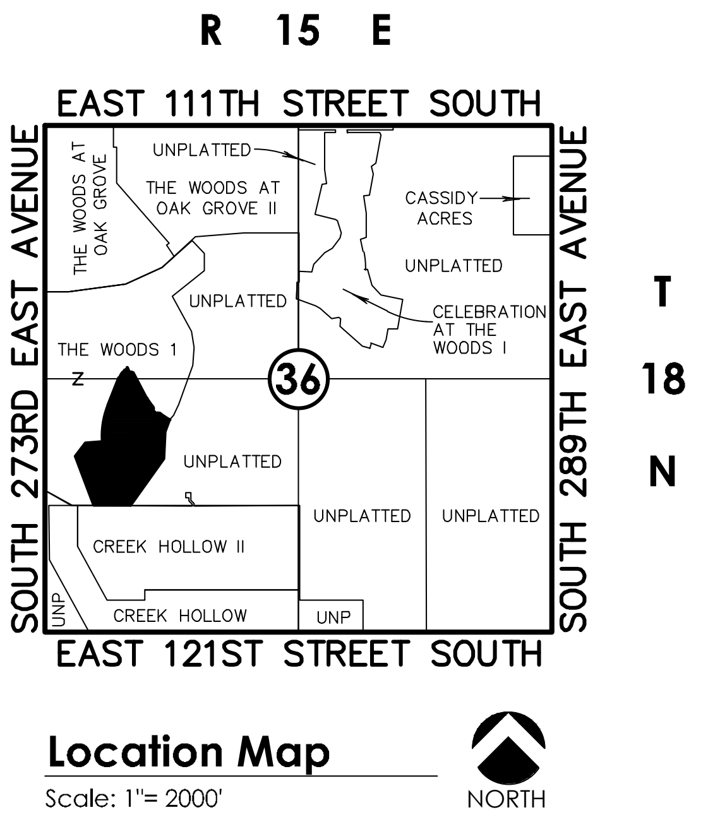
The Woods

BLOCKS 6-9

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF
OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER:
Tulsa L Dev., LLC
CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RAUSCHCOLEMAN.COM
4058 North College
Suite 300 Box 9
Fayetteville, Arkansas 72703
Phone: (479) 455-9090

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2023
EMAIL: DAN@TANNERBAITSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:

FIFTY-EIGHT (58) LOTS
IN FOUR (4) BLOCKS
WITH ONE (1) RESERVES

GROSS SUBDIVISION AREA: 18.695 ACRES

Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	105.22'	150.00'	40°11'24"	N39°54'18"E	103.07'
2	39.27'	25.00'	90°00'01"	N25°11'24"W	35.36'
3	85.75'	122.24'	40°11'25"	N50°05'42"W	84.00'
4	50.68'	72.24'	40°11'26"	N50°05'43"W	49.64'
5	39.27'	25.00'	89°59'58"	N64°48'35"E	35.36'
6	232.89'	825.00'	16°10'26"	N11°43'23"E	232.11'
7	40.83'	25.00'	93°35'00"	N43°09'20"W	36.44'
8	21.03'	25.00'	48°11'23"	N65°57'29"E	20.41'
9	241.19'	50.00'	276°22'46"	N0°03'10"E	66.67'
10	21.03'	25.00'	48°11'23"	N65°51'08"W	20.41'
11	40.83'	25.00'	93°35'00"	N43°15'40"E	36.44'
12	98.95'	875.00'	6°28'46"	N8°35'40"W	98.90'
13	184.61'	825.00'	12°49'17"	N9°56'28"W	184.23'
14	37.88'	25.00'	86°48'55"	N31°34'25"E	34.36'
15	21.03'	25.00'	48°11'23"	N80°55'26"W	20.41'
16	241.19'	50.00'	276°22'46"	N15°01'08"W	66.67'
17	21.03'	25.00'	48°11'23"	N50°53'11"E	20.41'
18	39.24'	25.00'	89°55'26"	N60°03'25"W	35.33'
19	38.39'	25.00'	87°59'21"	N58°29'36"W	34.73'
20	38.39'	25.00'	87°59'21"	N33°31'03"E	34.73'
21	230.77'	1350.00'	9°47'39"	N10°11'52"W	230.49'
22	227.16'	1400.00'	9°17'48"	N5°49'44"W	226.91'
23	40.69'	25.00'	93°14'42"	N41°19'18"E	36.34'
24	157.08'	50.00'	180°00'00"	N2°03'21"W	100.00'
25	39.65'	25.00'	90°52'32"	N46°37'05"W	35.62'
26	216.37'	165.00'	75°07'59"	N39°56'44"E	201.20'
27	150.80'	115.00'	75°07'59"	N39°56'44"E	140.23'
28	138.24'	162.26'	48°48'55"	N22°01'15"W	134.10'
29	135.75'	212.26'	36°38'37"	N15°56'28"W	133.45'
30	33.96'	25.00'	77°50'04"	N4°39'15"E	31.41'
31	41.18'	25.00'	94°22'41"	N89°14'22"W	36.68'
32	143.02'	680.00'	12°03'02"	N36°01'31"W	142.76'
33	209.32'	730.00'	16°25'43"	N38°12'51"W	208.60'

Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
A	384.31'	875.00'	25°09'53"	N7°13'40"E	381.22'
B	140.29'	200.00'	40°11'24"	N39°54'18"E	137.43'
C	39.27'	25.00'	90°00'00"	S75°00'00"E	35.36'
D	112.65'	560.00'	11°31'32"	N35°45'46"W	112.46'
E	37.13'	25.00'	85°05'49"	S1°01'23"W	33.81'
F	37.13'	25.00'	85°05'49"	N86°07'12"E	33.81'
G	128.36'	560.00'	13°07'59"	S57°53'53"E	128.08'

Notes:

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

2. ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.

3. THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

   (a) FOUND BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;

   (b) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;

   THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.

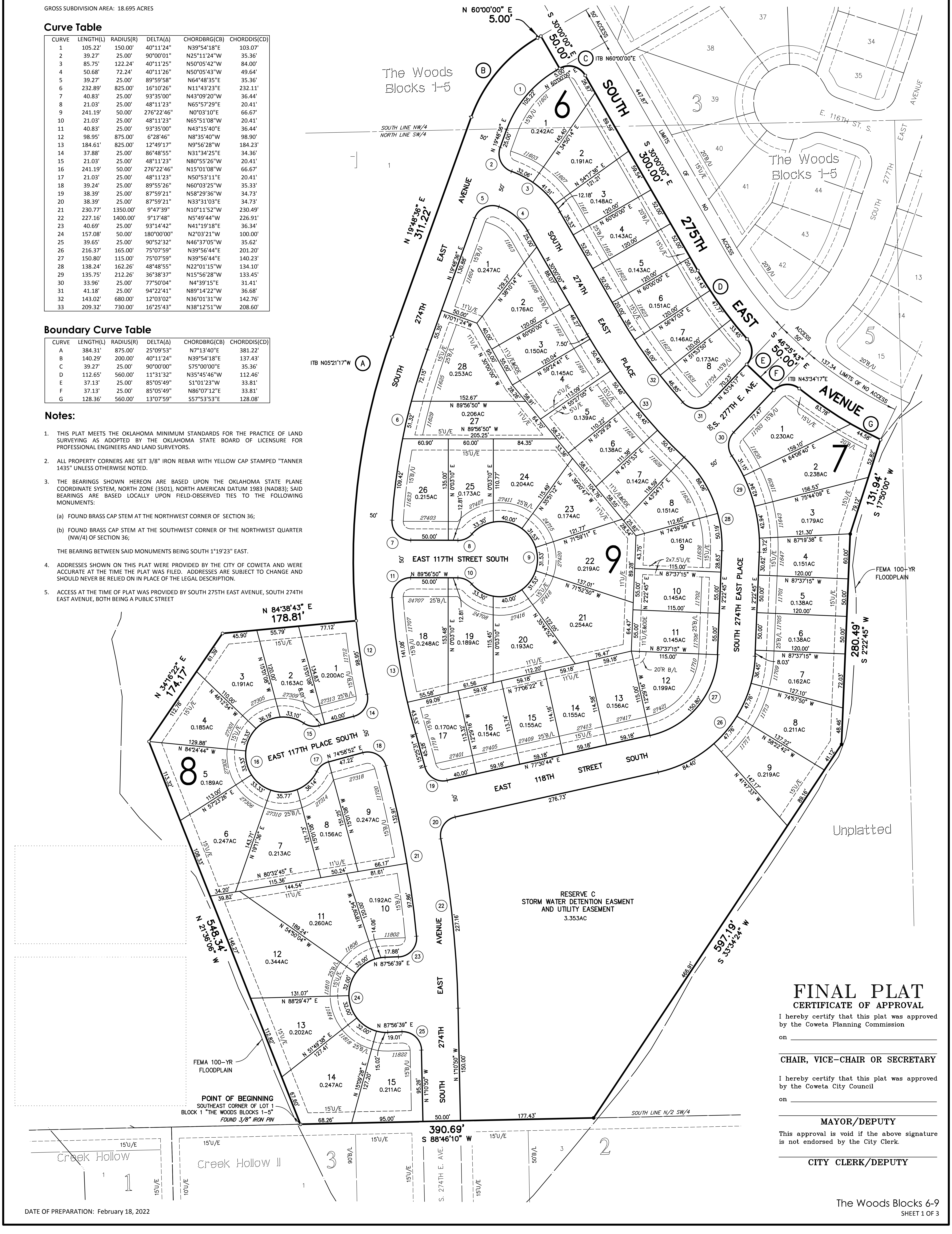
4. ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF COWETA AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

5. ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 275TH EAST AVENUE, SOUTH 274TH EAST AVENUE, BOTH BEING A PUBLIC STREET

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
GOV'T	GOVERNMENT
ITB	INITIAL TANGENT BEARING
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES.	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

NORTH
0 30 60 90
Scale: 1"= 60'
Tanner Consulting



FINAL PLAT

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Coweta Planning Commission

on ______________________________

____
CHAIR, VICE-CHAIR OR SECRETARY

I hereby certify that this plat was approved by the Coweta City Council

on ______________________________

____
MAYOR/DEPUTY

This approval is void if the above signature is not endorsed by the City Clerk.

____
CITY CLERK/DEPUTY

DATE OF PREPARATION: February 18, 2022

The Woods Blocks 6-9
SHEET 1 OF 3

Draft Final Plat

PUD-R 13-02

The Woods

BLOCKS 6-9

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF
OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) 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:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID N/2 SW/4, SAID POINT BEING THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), "THE WOODS BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE PLAT THEREOF; THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID "THE WOODS BLOCKS 1-5" FOR THE FOLLOWING FIFTEEN (15) COURSES:

NORTH 21°36'06" WEST FOR A DISTANCE OF 548.34 FEET; THENCE NORTH 34°16'22" EAST FOR A DISTANCE OF 174.17 FEET; THENCE NORTH 84°38'43" EAST FOR A DISTANCE OF 178.81 FEET; THENCE NORTHEASTERLY ALONG AN 875.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 5°21'17" WEST, A CENTRAL ANGLE OF 25°09'53", WITH A CHORD BEARING AND DISTANCE OF NORTH 7°13'40" EAST FOR 381.22 FEET, FOR AN ARC DISTANCE OF 384.31 FEET TO A POINT OF TANGENCY; THENCE NORTH 19°48'36" EAST FOR A DISTANCE OF 311.22 FEET TO A POINT OF CURVATURE; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 40°11'24", WITH A CHORD BEARING AND DISTANCE OF NORTH 39°54'18" EAST FOR 137.43 FEET, FOR AN ARC DISTANCE OF 140.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 60°00'00" EAST FOR A DISTANCE OF 5.00 FEET;

THENCE SOUTH 30°00'00" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 60°00'00" EAST, A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF SOUTH 75°00'00" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30°00'00" EAST FOR A DISTANCE OF 300.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A 560.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 11°31'32", WITH A CHORD BEARING AND DISTANCE OF SOUTH 35°45'46" EAST FOR 112.46 FEET, FOR AN ARC DISTANCE OF 112.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 85°05'49", WITH A CHORD BEARING AND DISTANCE OF SOUTH 1°01'23" WEST FOR 33.81 FEET, FOR AN ARC DISTANCE OF 37.13 FEET; THENCE SOUTH 46°25'43" EAST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 43°34'17" EAST, A CENTRAL ANGLE OF 85°05'49", WITH A CHORD BEARING AND DISTANCE OF NORTH 86°07'12" EAST FOR 33.81 FEET, FOR AN ARC DISTANCE OF 37.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 560.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°07'59", WITH A CHORD BEARING AND DISTANCE OF SOUTH 57°53'53" EAST FOR 128.08 FEET, FOR AN ARC DISTANCE OF 128.36 FEET;

THENCE SOUTH 17°50'00" WEST FOR A DISTANCE OF 131.94 FEET; THENCE SOUTH 2°22'45" WEST FOR A DISTANCE OF 280.49 FEET; THENCE SOUTH 33°34'24" WEST FOR A DISTANCE OF 597.19 FEET TO A POINT ON THE SOUTH LINE OF SAID N/2 SW/4; THENCE SOUTH 88°46'10" WEST ALONG SAID SOUTH LINE, FOR A DISTANCE OF 390.69 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 814,367 SQUARE FEET OR 18.695 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

A) FOUND BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;
B) FOUND BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO SIXTY (60) LOTS IN FOUR (4) BLOCKS ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "THE WOODS BLOCKS 6-9," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH ALL VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICE TO AREAS WITHIN OR OUTSIDE THE PLAT AND THE OWNER FURTHER RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WITHIN THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER, SANITARY SEWER MAIN, OR STORM SEWERS, SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF COWETA, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES, AND THE CITY OF COWETA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER AND STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 AND THE CITY OF COWETA, OR THEIR RESPECTIVE SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS WITH ITS EQUIPMENT TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OR RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF COWETA OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF COWETA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND THE CITY OF COWETA, OKLAHOMA.

F. RESERVE AREAS

1. RESERVE C, AS DEPICTED UPON THE ACCOMPANYING PLAT, IS ESTABLISHED BY THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND IS HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III. HEREIN.

2. RESERVE C IS RESERVED FOR STORMWATER DETENTION AND PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF COWETA, AND FOR UTILITIES.

3. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS RESERVE C, DESIGNATED ON THE ACCOMPANYING PLAT AS "STORM WATER DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

4. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORM WATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

5. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III. HEREOF) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOME OWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
   a. THE EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
   b. THE EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AS PER CITY CODE OR THE SCHEDULE APPROVED WITH THE DETENTION DESIGN PLANS.
   c. IN THE EVENT OF THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE RESERVE C OWNER, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE C TO THE ASSOCIATION.
   d. IN THE EVENT THE RESERVE C OWNER, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN ON RESERVE C, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILL OF EACH LOT WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

7. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE C, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III. HEREIN, UPON CONVEYANCE OF RESERVE C TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE C.

8. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF COWETA, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF COWETA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

G. OVERLAND DRAINAGE EASEMENTS

1. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" OR "ODE" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED BY THE OWNER IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF COWETA, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENT UNLESS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF COWETA, OKLAHOMA, PROVIDED THAT, WHERE COINCIDENT WITH UTILITY EASEMENTS, NON-OBSTRUCTING ABOVE-GROUND UTILITY APPURTENANCES SHALL BE PERMITTED. ALL LANDSCAPING, EXCEPT THE PLANTING OF TURF, SHALL REQUIRE THE APPROVAL OF THE CITY OF COWETA, OKLAHOMA.

4. DRAINAGE FACILITIES CONSTRUCTED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OR RESERVE AREA OWNER CONTAINING SUCH EASEMENT, AT SUCH OWNER'S EXPENSE, TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. CUSTOMARY GROUNDS MAINTENANCE SHALL BE PERFORMED AS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA, OR, ABSENT SUCH PRESCRIPTIONS, IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
   a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
   b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
   c. DRAINAGE FACILITIES SHALL BE KEPT FREE OF DEBRIS.
   d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER SUBJECT TO THE OVERLAND DRAINAGE EASEMENT FAILS TO PROPERLY MAINTAIN THE EASEMENT AREAS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, THE ALTERATION OF GRADE THEREIN, OR THE ALLOWANCE OF THE ACCUMULATION OF SILTATION, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE EASEMENT AREA AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SUCH OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF COWETA, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA OWNER, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE LOT OR RESERVE AREA OWNER'S WATER BILL, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

H. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" ("LNA") EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE LOT OR RESERVE AREA OWNER AND COWETA PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA, PERTAINING THERETO. THE FORGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT OR RESERVE AREA AGREES TO BE BOUND HEREBY.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 6-9" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 13-02 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE COWETA, OKLAHOMA ZONING CODE, AND

WHEREAS, PUD NO. PUD-R 13-02 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF COWETA PLANNING COMMISSION ON FEBRUARY 24, 2014, AND APPROVED BY THE COWETA CITY COUNCIL ON MARCH 3, 2014 WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 744) APPROVED MARCH 3, 2014, WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE COWETA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF COWETA, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF COWETA, OKLAHOMA.

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

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-R 13-02, AS APPROVED BY THE CITY OF COWETA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD-R 13-02 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF COWETA ZONING CODE AS SUCH PROVISIONS EXISTED ON MARCH 3, 2014.

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA B

(RESIDENTIAL SINGLE-FAMILY- SCHOOL SITE- MUNICIPAL COMMUNITY CENTER, GOLF COURSE/ DRIVING RANGE) (ALL OF "THE WOODS BLOCKS 6-9" EXCEPT A PORTION OF SOUTH 274TH EAST AVENUE WHICH IS LOCATED WITHIN DEVELOPMENT AREA A, ALL AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*		
GROSS:	276.735 ACRES	12,054,576 SQUARE FEET
NET:	276.735 ACRES	12,054,576 SQUARE FEET

* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT. DEVELOPMENT AREA B OF ORIGINAL PUD INCLUDED AREAS NOT A PART OF THIS PLAT.

PERMITTED USES (TO BE ALLOWED BY RIGHT): THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RS ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 410, 420, 430, 440 IN THE ZONING CODE. PROVIDED, BARS, TAVERNS, NIGHT CLUBS AND ADULT ENTERTAINMENT ESTABLISHMENTS SHALL BE PROHIBITED, EXCEPT THAT ANY RESTAURANT OR EATING ESTABLISHMENT CONSTRUCTED ON THE SITE SHALL BE PERMITTED TO SERVE ALCOHOLIC BEVERAGES AND HAVE A SEPARATE BAR AREA AS PART OF THE ESTABLISHMENT, SUBJECT TO COMPLIANCE WITH STATE LAW REGULATING THE SALE OF ALCOHOLIC BEVERAGES.

THE MINIMUM YARD REQUIREMENTS FOR RS-2 WILL APPLY TO ALL SINGLE FAMILY RESIDENTIAL ZONED LOTS. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT:	25 FEET (NO HOUSES WILL FRONT 121ST STREET SOUTH)
REAR:	20 FEET
REAR:	25 FEET (BACKING TO 121ST STREET SOUTH)
SIDE (INTERIOR):	5 FEET
SIDE (STREET):	15 FEET
SIDE (STREET):	20 FEET (ALONG 121ST STREET SOUTH)

MAXIMUM BUILDING HEIGHT: THREE STORY**
45 FEET IN HEIGHT

**(THREE STORY HEIGHT MAY VARY DEPENDING ON TYPE OF FINISH.)

MINIMUM LOT AREA	5,000 SQUARE FEET
MINIMUM LOT WIDTH	50 FEET

DATE OF PREPARATION: February 18, 2022

Draft Final Plat

PUD-R 13-02

The Woods

BLOCKS 6-9

PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE NORTH HALF
OF THE SOUTHWEST QUARTER (N/2 SW/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (CONTINUED)

C. DEVELOPMENT STANDARDS FOR ALL PROPERTY

1. LANDSCAPED AREA AND SCREENING ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH CHAPTER 24 OF THE ZONING CODE.

2. SIGNS SIGNAGE SHALL COMPLY WITH CHAPTER 18 OF THE ZONING CODE, WITH THE MAXIMUM SURFACE AREA OF A TEMPORARY OR PERMANENT SIGN SIZE BEING 192 SQUARE FEET.

NO SIGN PERMITS SHALL BE ISSUED FOR ERECTION OF A SIGN WITHIN THE PUD UNTIL A DETAIL SIGN PLAN FOR THE PROPERTY HAS BEEN SUBMITTED TO THE CITY OF COWETA OFFICIAL (WHO HAS AUTHORITY TO ISSUE SIGN PERMITS) AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

EACH AND EVERY SIGN WILL BE ARCHITECTURALLY PLEASING AND WELL LANDSCAPED.

3. LIGHTING FLASHING SIGNS, CHANGEABLE COPY SIGNS, RUNNING LIGHT OR TWINKLE SIGNS, ANIMATED SIGNS, REVOLVING OR ROTATING SIGNS WITH MOVEMENT SHALL BE PROHIBITED, EXCEPT AS MAY BE PERMITTED BY THE COWETA ZONING CODE AS PART OF THE APPROVED DETAIL SIGN PLAN.

LIGHTING USED TO ILLUMINATE THE DEVELOPMENT AREA SHALL BE SO ARRANGED AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS AND RESIDENTIAL USES WITHIN THE PUD. NO LIGHT STANDARD OR BUILDING-MOUNTED LIGHT SHALL EXCEED FIVE STORIES IN HEIGHT.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS THERE SHALL BE NO STORAGE OF RECYCLEABLE MATERIALS, TRASH OR SIMILAR MATERIAL OUTSIDE A SCREENED RECEPTACLE. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS, INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN FROM A PUBLIC STREET.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES DRAINAGE. ALL STORM WATER DRAINAGE STRUCTURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA ORDINANCES AND REGULATIONS.

A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE APPROPRIATE CITY OFFICIAL THAT ALL REQUIRED STORMWATER DRAINAGE STRUCTURES SERVING THE SITE HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT ON THAT PROPERTY.

DURING CONSTRUCTION ON THE PROPERTY, THE OWNER WILL PROVIDE ADEQUATE AND REASONABLE EROSION CONTROL, AND, AFTER CONSTRUCTION, THEY WILL PROVIDE AND MAINTAIN VEGETATIVE, LANDSCAPED GROUND COVER SO THAT SOIL DOES NOT ERODE ON OR FROM THE PROPERTY.

6. ACCESS, CIRCULATION AND PARKING ACCESS, TRAFFIC CIRCULATION AND PARKING AREAS ARE DEPICTED ON EXHIBIT F OF THE PUD. SOME OF THE DRIVES AND PARKING AREAS WITHIN THE PUD MAY BE PRIVATELY OWNED AND MAINTAINED. PUBLIC STREETS THROUGH DEVELOPMENT AREA B WILL BE PUBLICLY OWNED AND MAINTAINED. MUTUAL ACCESS BETWEEN AND ACROSS INDIVIDUAL PROPERTIES AND MUTUAL PARKING PRIVILEGES WITHIN THE PUD SHALL BE PROVIDED BY A MUTUAL ACCESS AGREEMENT TO BE RECORDED IN OFFICE OF THE WAGONER COUNTY CLERK BY THE OWNER/DEVELOPER.

PEDESTRIAN ACCESS AND CIRCULATION SHALL BE DEPICTED ON THE DETAILED SITE PLAN DRAWING AND/OR LANDSCAPE PLAN REQUIRED BY THE CITY OF COWETA. AS STATED ABOVE, ALL MUTUAL ACCESS DRIVES IN THE PUD MAY BE PRIVATE DRIVES, WHICH SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA CODES, REGULATIONS AND STANDARDS.

SECTION III. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION ("HOA") TO GOVERN THE SUBDIVISION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, IN WHICH CASE ANY SUCH LANDS/PHASES AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THEREWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE. NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE (“COMMITTEE”) FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

1. EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
2. NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
3. ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE ARC.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES, TO INCLUDE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE AND A PARKING PAD FOR ONE (1) ADDITIONAL AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6') WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL NOT BE PARKED OVERNIGHT ON A STREET. ANY VIOLATION OF THIS SECTION MAY RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOWED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAY'S WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION IV.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, AND VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS THAT SHALL BE LOCATED AT THE REAR OF EACH RESIDENTIAL UNIT OR ENCLOSED GARAGES AND MUST BE OUT OF SIGHT FROM THE STREET. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2042, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY.

EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS ________ DAY OF ____________, 2022.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY_________________________________
STEPHEN LIEUX, MANAGER

ACKNOWLEDGMENT

STATE OF _______________)
) SS
COUNTY OF _____________)

ON THIS ______ DAY OF ________________, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED STEPHEN LIEUX, TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT HE WAS THE MANAGER OF TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND HE RESPECTIVELY ACKNOWLEDGED TO ME THAT HE HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS ______ DAY OF ________________, 2022.

________________________ ________________________________
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE WOODS BLOCKS 6-9", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS ________ DAY OF ___________________ , 2022.

Dan Edwin
Tanner
1435

BY:_________________________________
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _________ DAY OF ________________ , 2022, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

________________________ ________________________________
MY COMMISSION EXPIRES NOTARY PUBLIC

DATE OF PREPARATION: February 18, 2022