



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

**CORRECTED AGENDA - REGULAR MEETING
COWETA CITY COUNCIL**

**COWETA CITY HALL, 310 S. BROADWAY
MONDAY, AUGUST 7, 2023 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 consider, discuss, and may take action on, approve, adopt, amend, reject, deny, table, or not take action on any item listed on this agenda after comments from staff and the City Council have been heard.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

NAOMI HOGUE_____

LOGAN BROWN_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

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. PRESENTATION OF LIFE SAVING AWARDS

POLICE CHIEF BELL SHALL PRESENT THE FOLLOWING OFFICERS WITH LIFE SAVING AWARDS PERTAINING TO A RECENT CALL OCCURRING IN COWETA:

SERGEANT SCOTT FRALEY, OFFICER NICK WINTERS AND WAGONER COUNTY LIEUTENANT JAKE CAREY.

VI. CONSENT

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

1. MINUTES OF THE REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON JULY 3, 2023.

Documents:

[230703 MINUTES OF THE CITY COUNCIL.PDF](#)

2. VILLAGE SUBDIVISION WATERLINE PROGRESS PAYMENT
AFFIRMATION OF THE CITY MANAGER'S APPROVAL OF PROGRESS PAYMENT NO. 3 FOR THE VILLAGE SUBDIVISION WATERLINE PROJECT TO STRONGHAND, LLC IN THE AMOUNT OF \$83,445.22. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230807 CDBG PROJECT PAY APP 3.PDF](#)

3. CITY OF COWETA'S 911 SYSTEM REVIEW
APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE QUARTER ENDING JUNE 30, 2023 IN ACCORDANCE WITH 63 O.S. §2815 (F).

Documents:

[FY23 Q4 911 REVIEW.PDF](#)

VII. OLD BUSINESS

1. JOINT RESOLUTION APPOINTING A TREASURER
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-29, A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY, AN OKLAHOMA PUBLIC TRUST, APPOINTING A TREASURER TO ACT FOR ON AND ON BEHALF OF EACH ENTITY. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230807 STAFF REPORT RESOLUTION 2023-29.PDF](#)
[230807 RESOLUTION 2023-29.PDF](#)

2. RESOLUTION 2023-30 BANK SIGNATORIES
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-30, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA APPROVING THE AUTHORIZED SIGNATORIES ON CERTAIN ACCOUNTS HELD BY FIRST NATIONAL BANK OF COWETA. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230807 STAFF REPORT RESOLUTION 2023-30.PDF](#)
[230807 RESOLUTION 2023-30.PDF](#)

3. AUTHORIZED AGENT FOR OKLAHOMA MUNICIPAL RETIREMENT FUND
APPROVAL OF THE APPOINTMENT OF MARCY KILGORE AS OKLAHOMA MUNICIPAL RETIREMENT FUND AUTHORIZED AGENT FOR THE CITY OF COWETA AND AUTHORIZATION FOR THE MAYOR TO SIGN A NOTICE OF AUTHORIZED USER NOTIFICATION FORM. (ROGER KOLMAN, CITY MANAGER)

Documents:

[AUTHORIZED-AGENT-NOTIFICATION.PDF](#)

4. ACCEPTING DONATION OF BUNKER GEAR
DISCUSSION AND POSSIBLE ACTION APPROVING A CERTAIN DONATION AGREEMENT WITH THE CITY OF BROKEN ARROW PERTAINING TO THE DONATION OF 20 SETS OF BUNKER GEAR FROM THE CITY OF BROKEN ARROW FOR THE COWETA FIRE DEPARTMENT'S

VOLUNTEER FIREFIGHTER PROGRAM. (BRIAN WOODWARD, INTERIM FIRE CHIEF)

Documents:

[230807 STAFF REPORT BUNKER GEAR DONATION.PDF](#)
[230807 DONATION AGREEMENT.PDF](#)

5. HARRIS HANDHELD RADIO PURCHASE (2ND PHASE)
DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE PURCHASE OF 11 HANDHELD PORTABLE RADIOS AND ONE MULTI BANK CHARGER FROM L3 HARRIS TECHNOLOGIES IN THE AMOUNT OF \$33,732.28. (BRIAN WOODWARD, INTERIM FIRE CHIEF)

Documents:

[230807 STAFF REPORT HANDHELD RADIO PURCHASE.PDF](#)
[ELEVEN HANDHELD RADIO QUOTE.PDF](#)

6. FINAL PLAT - SPRADLIN ESTATES PHASE II
DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF THE SPRADLIN ESTATES PHASE II SUBDIVISION, LOCATED WITHIN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (ROBYN MURRAY, COMMUNITY DEVELOPMENT SUPERVISOR)

Documents:

[230807 CC STAFF REPORT SPRADLIN PH II FINAL PLAT.PDF](#)
[230712 FINAL PLAT.PDF](#)
[AERIAL MAP.PDF](#)
[LOCATION MAP.PDF](#)
[230712 FINAL PLAT.PDF](#)

7. RESOLUTION 2023-24 ACCEPTING INFRASTRUCTURE SPRADLIN ESTATES PHASE II
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-24, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING, SANITARY SEWER, AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE SPRADLIN ESTATES PHASE II SUBDIVISION, LOCATED WITHIN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (ROBYN MURRAY, COMMUNITY DEVELOPMENT SUPERVISOR)

Documents:

[230807 STAFF REPORT RESOLUTION 2023-24.PDF](#)
[230516 APPROVAL LETTER.PDF](#)
[SANITARY SEWER BOND.PDF](#)
[STORM SEWER BOND.PDF](#)
[ROAD BOND.PDF](#)
[230320 AS BUILT DRAWINGS.PDF](#)
[230807 RESOLUTION 2023-24.PDF](#)

8. ORDINANCE 871 - REZONING CZ 23-06
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 871, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA RELATED TO THE REZONING OF PROPERTY FROM RESIDENTIAL MANUFACTURED HOME (RMH) TO RESIDENTIAL SINGLE-FAMILY (RS-1), LOCATED IN SECTION 27, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, AND GENERALLY KNOWN AS 25072 E 101 STREET SOUTH. (ROBYN MURRAY, COMMUNITY DEVELOPMENT SUPERVISOR)

Documents:

[230807 STAFF REPORT ORDINANCE 871.PDF](#)
[230807 ORDINANCE 871.PDF](#)
[AERIAL MAP.PDF](#)
[ZONING MAP.PDF](#)

9. DECLARATION OF AN EMERGENCY ORDINANCE 871

DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 871
MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

10. ANIMAL SHELTER IMPROVEMENTS

DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO ACCEPT A QUOTE FROM WALKERS
ELECTRIC TO PROVIDE EQUIPMENT AND MAKE CERTAIN IMPROVEMENTS TO THE CITY OF
COWETA'S ANIMAL CONTROL FACILITY IN THE AMOUNT OF \$17,500.00 AND TO DIRECT THE
CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS. (MIKE BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT ACO SHELTER UPGRADE.PDF](#)
[BID-CITYOFCOWETAANIMALSHOWERLAUNDRY.PDF](#)

11. OHSO HIGHWAY SAFETY GRANT

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF AN OHSO HIGHWAY SAFETY
GRANT APPLICATION IN THE AMOUNT OF \$17,200 AND APPROVE THE MAYOR TO EXECUTE
ALL NECESSARY DOCUMENTATION RELATED THERETO. (MIKE BELL, CHIEF OF POLICE)

Documents:

[230807 STAFF REPORT OHSO GRANT APPLICATION.PDF](#)
[OHSO HIGHWAY SAFETY APPLICATION.PDF](#)
[LIDAR QUOTE.PDF](#)

12. COX PHONE AND INTERNET SERVICE AGREEMENTS

APPROVAL OF COMMERCIAL SERVICES AGREEMENTS WITH COX FOR THE PROVISION OF
DATA AND TELEPHONY SERVICES AND THE AUTHORIZATION FOR THE CITY MANAGER TO
EXECUTE ALL DOCUMENTS RELATED TO THE AGREEMENTS. (ROGER KOLMAN, CITY
MANAGER)

Documents:

[230807 STAFF REPORT COX COMMUNICATIONS.PDF](#)
[COX CITY HALL.PDF](#)
[COX POLICE INTERNET.PDF](#)
[COX FIRE.PDF](#)
[COX LIBRARY.PDF](#)
[COX MAINTENANCE SHOP.PDF](#)

13. AWARD OF BID

DISCUSSION AND POSSIBLE ACTION ON AN AWARD OF BID TO THE LOWEST RESPONSIBLE
BIDDER, TRI-STAR CONSTRUCTION, IN THE AMOUNT OF \$160,000.00 FOR THE
CONSTRUCTION OF A PUBLIC PARKING LOT AT THE INTERSECTION OF HIGHWAY 72 AND
CHESTNUT STREET. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230807 COWETA PARKING LOT BID RECOMMENDATION.PDF](#)
[COWETA PARKING LOT - BID TAB - SIGNED.PDF](#)

14. RESOLUTION 2023-33 ADOPTING AMENDMENTS
DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2023-33, A
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ADOPTING
AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF
COWETA FOR FISCAL YEAR ENDING JUNE 30, 2024. (ROGER KOLMAN, CITY MANAGER)

Documents:

[230807 STAFF REPORT RESOLUTION 2023-33.PDF](#)
[230807-SUPPLEMENTALS RESO 2023-33-GOVT.PDF](#)

VIII. EXECUTIVE SESSION

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

1. DISCUSSION
REQUEST FOR AN EXECUTIVE SESSION FOR THE PURPOSES OF DISCUSSIONS RELATED
TO THE PURCHASE OR APPRAISAL OF REAL PROPERTY IN ACCORDANCE WITH 25 O.S.
307.B.3.
2. POSSIBLE ACTION
THE CITY COUNCIL MAY TAKE ANY ACTION DEEMED NECESSARY BY THE CITY COUNCIL
ARISING OUT OF THE DISCUSSIONS IN THE FOREGOING EXECUTIVE SESSION.

IX. NEW BUSINESS

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

X. ADJOURNMENT

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

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
July 3, 2023 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, June 5, 2023 at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma following the joint special meeting with the City Council, the Coweta Public Works Authority and the Coweta Industrial Development Authority.

COUNCILMEMBERS PRESENT: Naomi Hogue, Logan Brown, Caroline Martin, Randy Woodward.

COUNCILMEMBERS ABSENT: Harold Chance.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Hogue thanked everyone involved in the success of the Patriotic Festival.

V. CONSENT

Motion by Logan Brown, second by Randy Woodward to approve the consent calendar items:

1. Approval of the minutes of the Joint Special Meeting of the Coweta City Council, Coweta Public Works Authority and Coweta Industrial Development Authority held on June 5, 2023.
2. Approval of the minutes of the Coweta Council regular meeting on June 5, 2023.
3. Agreement with Ki Bois Community Action Foundation in the amount of \$50,000 for the provision of transportation services within the City of Coweta.

Aye: Logan Brown
Randy Woodward
Naomi Hogue
Caroline Martin

VI. Old Business

1. School Resource Officer Program

Police Chief Mike Bell discussed a Memorandum of Understanding pertaining to the School Resource Officer (SRO) program in Coweta Public Schools. The agreement calls for adding a second SRO to the program.

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
July 3, 2023 6:00 P.M.

Motion by Naomi Hogue, second by Logan Brown, to approve a Memorandum of Understanding with the Coweta Board of Education pertaining to the School Resource Officer program and directing the City Manager to execute all necessary documents.

Aye: Naomi Hogue
Logan Brown
Caroline Martin
Randy Woodward

2. Ordinance 870

City Manager Roger Kolman presented an ordinance detaching property from the Municipal Limits of the City of Coweta.

Motion by Naomi Hogue, second by Logan Brown, to adopt Ordinance 870, an Ordinance of the City of Coweta, Oklahoma detaching certain lands from the Municipal Limits of the City of Coweta located in sections 15 and 16, Township 17 North, Range 16 East, Wagoner County, Oklahoma and more particularly described hereinafter, providing for severability, and establishing an effective date.

Aye: Naomi Hogue
Logan Brown
Caroline Martin
Randy Woodward

3. Resolution 2023-26 Regarding Budget Amendments FY24

Assistant City Manager Julie Casteen presented information on supplemental appropriations needed in the Capital Improvement Fund.

Motion by Randy Woodward, second by Naomi Hogue to adopt Resolution 2023-26, a resolution 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, 2024.

Aye: Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
July 3, 2023 6:00 P.M.

4. Award of Bid

Public Works Director Wes Richter presented the results of the 2023 Street Maintenance bids and recommended awarding some projects to A & A Asphalt, Inc., and one project to Paragon Contractors, LLC.

Motion by Naomi Hogue, second by Randy Woodward to award bids related to the 2023 City of Coweta Road Maintenance projects to A & A Asphalt, Inc., the lowest responsible bidder, in the amounts of \$383,120.00 for the Country Village subdivision project, \$130,635.00 for the East 146th Street South project, and \$42,250.00 for the East 141st Street South project, and to Paragon Contractors, LLC, the lowest responsible bidder, in the amount of \$65,073.00 for the West Cypress Street project, and directing the City Manager to execute the contracts and other necessary documentation.

Aye: Naomi Hogue
Randy Woodward
Logan Brown
Caroline Martin

5. Purchase of a 2024 Chevrolet 2500 Pickup

Wes Richter discussed the need to replace a 2005 GMC Canyon pickup.

Motion by Randy Woodward, second by Naomi Hogue to approve the purchase of a 2024 Chevrolet 2500 double cab truck from Joe Cooper Chevrolet in an amount not to exceed \$46,819.00.

Aye: Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

6. Purchase of a 2024 Chevrolet 3500 Pickup

Wes Richter discussed the need to replace a 2007 Dodge 3500 truck.

Motion by Logan Brown, second by Randy Woodward to approve the purchase of a 2024 Chevrolet 3500 double cab and chassis truck from Joe Cooper Chevrolet in an amount not to exceed \$46,737.00.

Aye: Logan Brown
Randy Woodward
Naomi Hogue
Caroline Martin

MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
July 3, 2023 6:00 P.M.

7. Supplemental Heat and Air Systems for EMS Units

Interim Fire Chief Brian Woodward led discussion on the need to purchase equipment to provide heat and air to maintain temperatures requirements for medical supplies stored in the City's ambulances.

Motion by Randy Woodward, second by Naomi Hogue to approve the purchase of three Danhard heat and air systems for the City's EMS units from Emergency Service Supply in the amount of \$18,525.00.

Aye: Randy Woodward
Naomi Hogue
Logan Brown
Caroline Martin

8. Resolution 2023-25 Renewal of Sales Tax Agreement

Julie Casteen described the need to renew the sales tax agreement with the Coweta Public Works Authority.

Motion by Logan Brown, second by Naomi Hogue to adopt Resolution 2023-25, a resolution of the City of Coweta, Oklahoma whereby the City of Coweta, Oklahoma agrees to make payments to the Coweta Public Works Authority in amounts sufficient to pay principal and interest on the Authority's 2016 Utility System Revenue Bonds.

Aye: Logan Brown
Naomi Hogue
Caroline Martin
Randy Woodward.

VII. NEW BUSINESS

There was no new business.

VIII. ADJOURNMENT

Mayor Hogue adjourned the meeting at 6:19 p.m.

Naomi Hogue, Mayor

Julie Casteen, City Clerk

Received on: 7/14/23 \$41,722.61 - CDBG Funds
P.O. # 23-1624 \$41,722.61 - CITY match
Pay \$ 83,445.22

Contractor's Application for Payment

Owner: City of Coweta Owner's Project No.: Leave Open/Please Close
Engineer: WDB Engineering Engineer's Project No.: 730
Contractor: Stronghand, LLC Signed: Contractor's Project No.:
Project: Coweta Waterline Replacement
Contract: Roger Kolman

Application No.: 3 Application Date: 7/17/2023
Application Period: From 4/20/2023 to 7/17/2023

1. Original Contract Price	\$	561,538.65
2. Net change by Change Orders	\$	(39.75)
3. Current Contract Price (Line 1 + Line 2)	\$	561,498.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	381,067.78
5. Retainage		
a. 5% X \$ 381,067.78 Work Completed	\$	19,053.39
b. 5% X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	19,053.39
6. Amount eligible to date (Line 4 - Line 5.c)	\$	362,014.39
7. Less previous payments (Line 6 from prior application)	\$	278,569.17
8. Amount due this application	\$	83,445.22
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	180,431.12

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Stronghand LLC

Signature: [Signature] Date: 7/14/2023

Recommended by Engineer

By: [Signature]
Title: Project Engineer
Date: 7/14/2023

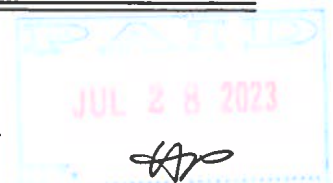
Approved by Owner

By: [Signature]
Title: CITY MANAGER
Date: 7/14/23

Approved by Funding Agency

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	
Contractor's Project No.:	730

Application No.: 3

Application Period: From 04/20/23 to 07/17/23

Application Date: 07/17/23

[illegible]

Contractor's Application for Payment

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: 730

Application Date: 07/17/23

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Coweta
 Engineer: WDB Engineering
 Contractor: Sironphand, LLC
 Project: Coweta Waterline Replacement
 Contract: Roger Kolman

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: 730

Application No.: 3		Application Period: From 04/20/23 to 07/17/23		Application Date: 07/17/23							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C x E) (\$)	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F)	Balance to Finish (L - J) (\$)
			Units	Unit Price (\$)		Estimated Quantity Completed in the Work	Value of Work Completed to Date (E x G) (\$)				
1	5.297TH E AVE - 8" WATERLINE	2,252.70		48.25	108,692.78	2,252.70	108,692.78		108,692.78	100%	-
2	5.297TH E AVE - TRACER WIRE	2252.7		0.28	630.76	2,252.70	630.76		630.76	100%	-
3	5.297TH E AVE - 12" X 8" X 12" TEE	1		1,427.83	1,427.83	1.00	1,427.83		1,427.83	100%	-
4	5.297TH E AVE - 8" X 8" X 8" TEE	1		991.97	991.97	1.00	991.97		991.97	100%	-
5	5.297TH E AVE - 8" X 6" X 8" TEE	10		892.78	8,927.80	10.00	8,927.80		8,927.80	100%	-
6	5.297TH E AVE - 12" RW GATE VALVE	1		3,747.70	3,747.70	1.00	3,747.70		3,747.70	100%	-
7	5.297TH E AVE - 8" RW GATE VALVE	14		1,992.84	27,899.76	14.00	27,899.76		27,899.76	100%	-
8	5.297TH E AVE - 6" RW GATE VALVE	5		1,299.38	6,496.90	5.00	6,496.90		6,496.90	100%	-
9	5.297TH E AVE - VALVE BOX	20		284.24	5,684.80	20.00	5,684.80		5,684.80	100%	-
10	5.297TH E AVE - 8" SOLID SLEEVE	2		591.16	1,182.32	2.00	1,182.32		1,182.32	100%	-
11	5.297TH E AVE - 8" X 90 DEGREE BEND	1		635.03	635.03	1.00	635.03		635.03	100%	-
12	5.297TH E AVE - 8" X 45 DEGREE BEND	2		611.42	1,222.84	2.00	1,222.84		1,222.84	100%	-
13	5.297TH E AVE - 8" X 22 1/2 DEGREE BEND	4		607.83	2,431.32	4.00	2,431.32		2,431.32	100%	-
14	5.297TH E AVE - 3-WAY FIRE HYDRANT	6		4,664.97	27,989.82	6.00	27,989.82		27,989.82	100%	-
15	5.297TH E AVE - ASPHALT PAVEMENT CUT/REPLACE	41		589.79	24,181.39					0%	24,181.39
16	5.297TH E AVE - CONCRETE SIDEWALK CUT/REPLACE										
17	5.297TH E AVE - CONCRETE DW CUT/REPLACE										
18	5.297TH E AVE - SAND BACKFILL										
19	5.297TH E AVE - PRESSURE & LEAKAGE TESTING	1		3,259.56	3,259.56					0%	3,259.56
20	5.297TH E AVE - DISINFECTION	1		338.37	338.37					0%	338.37
21	5.297TH E AVE - CUSTOMER METER CONNECTION	13		1,890.90	24,581.70					0%	24,581.70
1	5.296TH E AVE - 6" WATERLINE	839.96		56.12	47,138.56	839.96	47,138.56		47,138.56	100%	-
2	5.296TH E AVE - TRACER WIRE	839.96		0.28	235.19	839.96	235.19		235.19	100%	-
3	5.296TH E AVE - 6" X 6" TEE	2.00		744.56	1,489.12					0%	1,489.12
4	5.296TH E AVE - 6" RW GATE VALVE	3.00		1,241.84	3,725.52	1.00	1,241.84		1,241.84	33%	2,483.68
5	5.296TH E AVE - VALVE BOX	3.00		284.14	852.42				284.14	33%	5,68.28
6	5.296TH E AVE - 6" CAP	1.00		348.47	348.47	1.00				0%	348.47
7	5.296TH E AVE - 3-WAY FIRE HYDRANT	2.00		5,366.91	10,733.82	1.00	5,366.91			50%	5,366.91
8	5.296TH E AVE - CONCRETE DW CUT/REPLACE										
9	5.296TH E AVE - SAND BACKFILL										
10	5.296TH E AVE - 30" RCP										
11	5.296TH E AVE - 15" RCP W/HANDWALLS										
12	5.296TH E AVE - 10" RCP										
13	5.296TH E AVE - 12" CMP										
14	5.296TH E AVE - 12" CMP										
15	5.296TH E AVE - CUSTOMER METER CONNECTION	20.00		1,840.79	36,815.80					0%	36,815.80
1	5.295TH E AVE - 6" WATERLINE	836.86		55.46	46,412.26	836.86	46,412.26		46,412.26	100%	-
2	5.295TH E AVE - TRACER WIRE	836.86		0.28	234.32	836.86	234.32		234.32	100%	-
3	5.295TH E AVE - 6" X 6" TEE	2.00		744.56	1,489.12					1,489.12	100%
4	5.295TH E AVE - 6" RW GATE VALVE	3.00		1,299.17	3,897.51	3.00	3,897.51		3,897.51	100%	-
5	5.295TH E AVE - VALVE BOX	3.00		284.14	852.42	3.00	852.42		852.42	100%	-
6	5.295TH E AVE - 6" CAP	1.00		348.47	348.47	1.00	348.47		348.47	100%	-
7	5.295TH E AVE - 3-WAY FIRE HYDRANT	2.00		5,366.91	10,733.82	2.00				10,733.82	100%
8	5.295TH E AVE - CONCRETE DW CUT/REPLACE										
9	5.295TH E AVE - SAND BACKFILL										
10	5.295TH E AVE - 12" RCP	22.00		1,840.86	40,498.92					0%	40,498.92
11	5.295TH E AVE - CUSTOMER METER CONNECTION	838.36		55.29	46,352.92	838.36	46,352.92		46,352.92	100%	-
1	5.294TH E AVE - 6" WATERLINE	838.36		0.28	234.74	838.36	234.74		234.74	100%	-
2	5.294TH E AVE - TRACER WIRE	838.36		744.56	1,489.12					1,489.12	100%
3	5.294TH E AVE - 6" X 6" TEE	2.00		1,299.17	3,897.51					3,897.51	100%
4	5.294TH E AVE - 6" RW GATE VALVE	3.00		284.14	852.42	3.00	852.42		852.42	100%	-
5	5.294TH E AVE - VALVE BOX	3.00		284.14	852.42	3.00				852.42	100%

108692.8
 630.76
 1427.83
 991.97
 8927.8
 3747.7
 27899.76
 6496.9
 5684.8
 1182.32
 635.03
 1222.32
 2431.32
 27989.82
 24181.39
 0
 0
 0
 3259.56
 338.37
 24581.33

Contractor's Application for Payment

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: 730

Application Date: 07/17/23

100

Contractor's Application for Payment

Owner's Project No.: _____
 Engineer's Project No.: _____
 Contractor's Project No.: 730

Application Date: 07/17/23

[illegible]

Contractor's Application for Payment

Owner:	City of Coweta	Owner's Project No.:	
Engineer:	WDB Engineering	Engineer's Project No.:	
Contractor:	Stronghand, LLC	Contractor's Project No.:	730
Project:	Coweta Waterline Replacement		
Contract:	Roger Kolman		

[illegible]

Subcontractor Partial Lien Release

DATE 7-14-2023

CONTRACTOR/SUPPLIER

Stronghand LLC

PROJECT Coweta: Waterline Replacement

Proposed Price:	\$	\$561,538.65
Approved Change Orders (+ or -):	\$	-\$39.75
Revised Contract Amount:	\$	\$561,498.90
Value of Work Performed to Date:	\$	\$381,067.78
Value of Material Stored to Date:	\$	\$0.00
TOTAL:	\$	\$381,067.78
Less: 0% Retainage:	\$	\$19,053.39
Amount Paid to Date:	\$	\$278,569.17
Balance Due This Request:	\$	\$83,445.22

The undersigned hereby certifies that the amounts Earned and Due the undersigned from Stronghand LLC, for all material and supplies furnished, and labor and service of every nature performed by the undersigned for use on or in connection with the above named Project:

1. Has been paid in full (except amount due as listed above) through the above mentioned date, and;
2. The undersigned hereby warrants that the premises of the above job cannot be made subject to any valid lien or claim by anyone who furnished material, supplies, labor, or services to the undersigned for use in the above named Project, and;
3. The undersigned hereby waives any and all claims whatsoever kind or nature against the above mentioned Owner and Contractor, the building(s) improvements or Project, the land on which same is located for any labor, materials, or supplies furnished or services performed through the above mentioned date.

This release is given in order to induce payment in the amount above upon completion of proposed work, and upon receipt of the amount due, this release is recorded, becomes valid, enforceable, and in full effect.

Executed this 14th day of July, 2023

State of Oklahoma County of Tulsa

By: Jim Lucht

Title: Project Manager

Contractor/Supplier: Stronghand, LLC

Subscribed and sworn before me this 14th day of July, 2023

State of Oklahoma County of Tulsa

Notary Public Jennifer Gibson Commission Expires 4/19/2025



CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

The undersigned Chris Byrne, of lawful age, being first duly sworn upon oath, states that this invoice is true and correct. Affiant further states that the work, services or materials, as shown by this invoice, have been completed or supplied in accordance with the plans, specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Oklahoma any money or any other thing of value to obtain payment or the award of this contract.

Affiant (Engineer or other Supervisory Official)

Subscribed and sworn to before me this 14th day of July, 2023.

Notary Public

My Commission Expires:

4/19/2025



**REVIEW OF EXPENDITURES FOR E911 FUND
FOR APRIL 1, 2023 THROUGH JUNE 30, 2023**

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

Vendor	Description	Total Per Vendor
APCO International	Dispatcher Training	\$ 466.00
Windstream	911 Lines and Services	9,396.26
ODP Business Solutions	Chairs for Dispatchers	1,099.98
	Subtotal	10,962.24
	First Quarter Expenditures	54,104.35
	Second Quarter Expenditures	10,862.17
	Third Quarter Expenditures	9,465.26
	Total Year to Date Expenditures	\$85,394.02

Approved in open meeting of the City Council of the City of Coweta on this 7th day of August, 2023.

Naomi Hogue, Mayor

ATTEST:

Julie Casteen, City Clerk

7/15/2023 1:13 PM	REGULAR DEPARTMENT PAYMENT REPORT	PAGE: 1
VENDOR SET: 01 CITY OF COWETA		BANK: ALL
FUND : 18 E-911 FUND		
DEPARTMENT: 087 E-911 FUND		
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999		
PAY DATE RANGE: 4/01/2023 THRU 6/30/2023		
BUDGET TO USE: CB-CURRENT BUDGET		

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-1993	APCO INTERNATIONAL	I-00083363	18 5305.087	TRAVEL & TRAI	ONLINE TRAINING EMD	269255	466.00
						VENDOR 01-1993 TOTALS	466.00
01-2210	WINDSTREAM	I-041665350 3/28/23	18 5302.087	COMMUNICATION: T1	LINE FOR DISPATCH	268676	708.75
01-2210	WINDSTREAM	I-041665350 4/27/23	18 5302.087	COMMUNICATION: T1	LINE FOR DISPATCH	268937	708.75
01-2210	WINDSTREAM	I-041665350 5/26/23	18 5302.087	COMMUNICATION: T1	LINE FOR DISPATCH	269211	708.75
01-2210	WINDSTREAM	I-041700521 4/5/23	18 5302.087	COMMUNICATION: E911	VPN AND ROUTERS	268745	769.13
01-2210	WINDSTREAM	I-041700521 5/3/23	18 5302.087	COMMUNICATION: E911	VPN AND ROUTERS	269025	769.13
01-2210	WINDSTREAM	I-041700521 6/5/23	18 5302.087	COMMUNICATION: E911	VPN AND ROUTERS	269212	780.66
01-2210	WINDSTREAM	I-101098402 4/11/23	18 5302.087	COMMUNICATION: E911	VPN&PHONE	268795	1,244.50
01-2210	WINDSTREAM	I-101098402 5/10/23	18 5302.087	COMMUNICATION: E911	VPN&PHONE	269026	1,244.50
01-2210	WINDSTREAM	I-101098402 6/9/23	18 5302.087	COMMUNICATION: E911	VPN&PHONE	269222	1,244.50
01-2210	WINDSTREAM	I-101098803 4/17/23	18 5302.087	COMMUNICATION: DISPATCH	PHONE LINES	268796	110.23
01-2210	WINDSTREAM	I-101098803 5/16/23	18 5302.087	COMMUNICATION: DISPATCH	PHONE LINES	269063	120.32
01-2210	WINDSTREAM	I-101098803 6/15/23	18 5302.087	COMMUNICATION: DISPATCH	PHONE LINES	269258	122.94
01-2210	WINDSTREAM	I-101186478 3/22/23	18 5302.087	COMMUNICATION: CALLWORKS	TRANSFER L	268677	285.09
01-2210	WINDSTREAM	I-101186478 4/21/23	18 5302.087	COMMUNICATION: CALLWORKS	TRANSFER L	268938	282.79
01-2210	WINDSTREAM	I-101186478 5/22/23	18 5302.087	COMMUNICATION: CALLWORKS	TRANSFER L	269213	296.22
						VENDOR 01-2210 TOTALS	9,396.26
01-969	ODP BUSINESS SOLUTIONS	I-292354238001	18 5204.087	MINOR TOOLS &:	(2) BIG & TALL CHAIR	268636	1,099.98
						VENDOR 01-969 TOTALS	1,099.98
						DEPARTMENT 087 E-911 FUND TOTAL:	10,962.24
						VENDOR SET 18 E-911 FUND TOTAL:	10,962.24
						REPORT GRAND TOTAL:	10,962.24

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2022-2023	18 -5204.087	MINOR TOOLS & EQUIPMENT	1,099.98	4,000	2,799.02			
	18 -5302.087	COMMUNICATIONS (TELEPHONE)	9,396.26	61,360	19,666.16			
	18 -5305.087	TRAVEL & TRAINING	466.00	6,200	4,090.00			
		TOTAL:	10,962.24					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	10,962.24

18 TOTAL	E-911 FUND	10,962.24

** TOTAL **		10,962.24

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 4/01/2023 THRU 6/30/2023
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

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

** END OF REPORT **

CITY OF COWETA
FINANCIAL STATEMENT
AS OF: JUNE 30TH, 2023

18 -E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
	<u>105,050</u>	<u>9,523.19</u>	<u>113,321.98</u>	<u>0.00</u>	<u>(8,271.98)</u>	<u>107.87</u>
TOTAL REVENUES	105,050	9,523.19	113,321.98	0.00	(8,271.98)	107.87
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
E-911	<u>119,815</u>	<u>3,619.07</u>	<u>85,394.02</u>	<u>1,405.00</u>	<u>33,015.98</u>	<u>72.44</u>
TOTAL EXPENDITURES	119,815	3,619.07	85,394.02	1,405.00	33,015.98	72.44
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	(14,765)	5,904.12	27,927.96	(1,405.00)	(41,287.96)	179.63-
	=====	=====	=====	=====	=====	=====

CITY OF COWETA
FINANCIAL STATEMENT
AS OF: JUNE 30TH, 2023

18 -E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

		CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD
REVENUES		BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET
18-04.03.07	E-911 TAX	20,000	1,909.15	21,296.14	0.00 (	1,296.14)	106.48
18-04.03.08	E-911 FEES	85,000	7,603.97	91,918.48	0.00 (	6,918.48)	108.14
18-04.03.85	INTEREST EARNED	<u>50</u>	<u>10.07</u>	<u>107.36</u>	<u>0.00 (</u>	<u>57.36)</u>	<u>214.72</u>
TOTAL REVENUE		105,050	9,523.19	113,321.98	0.00 (	8,271.98)	107.87
		=====	=====	=====	=====	=====	=====

% OF YEAR COMPLETED: 100.00

	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD
EXPENDITURES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET
E-911						
=====						
<u>200-MATERIALS AND SUPPLIE</u>						
18-5204.087 MINOR TOOLS & EQUIPMENT	4,000	0.00	1,200.98	0.00	2,799.02	30.02
TOTAL 200-MATERIALS AND SUPPLIE	4,000	0.00	1,200.98	0.00	2,799.02	30.02
<u>300-OTHER CHARGES/SERVICE</u>						
18-5302.087 COMMUNICATIONS (TELEPHONE	61,360	3,153.07	41,693.84	0.00	19,666.16	67.95
18-5304.087 MEMBERSHIPS & SUBSCRIPTIO	5,900	0.00	5,440.00	0.00	460.00	92.20
18-5305.087 TRAVEL & TRAINING	6,200	466.00	705.00	1,405.00	4,090.00	34.03
18-5325.087 CONTRACTED SERVICES	18,750	0.00	12,750.21	0.00	5,999.79	68.00
TOTAL 300-OTHER CHARGES/SERVICE	92,210	3,619.07	60,589.05	1,405.00	30,215.95	67.23
<u>400-CAPITAL OUTLAY</u>						
<u>500-NON-OPERATING</u>						
18-5503.087 LEASE PAYMENTS - PRINC	17,376	0.00	17,375.55	0.00	0.45	100.00
18-5504.087 LEASE PAYMENTS - INTEREST	6,229	0.00	6,228.44	0.00	0.56	99.99
TOTAL 500-NON-OPERATING	23,605	0.00	23,603.99	0.00	1.01	100.00
TOTAL E-911	119,815	3,619.07	85,394.02	1,405.00	33,015.98	72.44
TOTAL EXPENDITURES	119,815	3,619.07	85,394.02	1,405.00	33,015.98	72.44
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	(14,765)	5,904.12	27,927.96	(1,405.00)	(41,287.96)	179.63-
	=====	=====	=====	=====	=====	=====

Coweta Police Department 212 N Broadway Coweta, OK 74429
04/01/2023 - 06/30/2023

Radio Log Summary Report

Radio Log Record

Radio Log Record 10,732

Group By Call Type

Total	Initial Call Type
8	***OLETS***
4	***ONLINE***
3	***SYSTEM***
12	10-12 - ACO
14	10-12 - EMS
1	10-12 - FIRE
294	10-12 - INFORMATION
158	10-12 - POLICE
40	10-12 - RECORDS
48	10-21 - ACO
209	10-21 - EMS
86	10-21 - FIRE
1,851	10-21 - INFORMATION
693	10-21 - OUTGOING
593	10-21 - POLICE
789	10-21 - TRANSFER
394	911 - EMS
30	911 - FIRE
272	911 - HANG UP
298	911 - NON EMERGENCY
163	911 - POLICE
77	911 - TRANSFER
4	911-ACO
288	ACO RADIO CALL
17	DETECTIVE
8	EMS/FD RADIO CALL
5	MUNICIPAL COURT
4,180	POLICE RADIO CALL
193	SCHOOL RESOURCE OFFICER-SRO
10,732	GRAND TOTAL

Group By Final Type

Total	Final Call Type
2,565	
172	***ACCIDENTAL***
1,086	***INFORMATION***
164	***SCHOOL RESOURCE OFFICER - INITIATED***
2	***SYSTEM***
857	***TRANSFER***
13	ABANDONED VEHICLE
1	ABDUCTION
2	ACCIDENT / CITY VEHICLE INVOLVED - SIGNAL 83
4	ACCIDENT / HIT AND RUN - SIGNAL 89
10	ACCIDENT / MAJOR / WITH INJURIES - SIGNAL 82
33	ACCIDENT / MINOR / NO INJURIES - SIGNAL 81
22	ACCIDENT / SERIOUSNESS UNKNOWN - SIGNAL 76
5	ACO-10-6 SHELTER
3	ACO-ANIMAL PICK UP
8	ACO-ANIMAL RETURN
14	ACO-ANIMAL WELL FARE CHECK
27	ACO-SIG 30 ANIMAL
7	ACO-TRAPS
4	ALARM - AUDIBLE
35	ALARM - FIRE
66	ALARM - INTRUSION
9	ALARM - MEDICAL ALERT
7	ALARM - PANIC
16	ALARM- SCHOOL
2	ANIMAL ABUSE
84	ANIMAL AT LARGE
6	ANIMAL BITE
10	ASSAULT
27	ASSIST A CITIZEN
43	ASSIST ANOTHER AGENCY
9	ATL - ATTEMPT TO LOCATE
9	ATTEMPT TO SERVE

7	BREAKING AND ENTERING
3	BURGLARY
1	CASH PULL
4	CHECK FOR STOLEN OR WANTED / 10-29
306	CHECK REGISTRATION INFORMATION / 10-28
16	CHECK THE JUVENILES
78	CHECK THE WELLBEING
1	CHILD ABUSE
4	CHILD IN NEED OF SUPERVISION
8	CODE ENFORCEMENT
2	COS - CHECK TO YOUR OWN SATISFACTION
12	COURT
8	DETECTIVE
78	DINNER LOCATION - SIGNAL 07
61	DISTURBANCE
41	DOMESTIC VIOLENCE
55	DRIVER LICENSE CHECK/ WARRANT CHECK / 10-43/44
55	DRIVER LICENSE STATUS CHECK / 10-43
1	DRUG ACTIVITY / 10-75
1	EN ROUTE TO HARM
1	ESCORT / 10-14
3	FATALITY - SIGNAL 30
10	FINGERPRINTS
88	FIRE / GAS LEAK
136	FOLLOW UP
18	FRAUD
201	FUEL
47	GENERAL QUESTIONS
5	HARASSMENT
3	ILLEGAL DUMPING
10	ILLEGAL PARKING
614	IN SERVICE / 10-8
20	INTOXICATED DRIVER - SIGNAL 88
8	INTOXICATED PEDESTRIAN - SIGNAL 87
14	LARCENY
5	LARCENY - FROM A VEHICLE
1	LARCENY - GASOLINE
4	LARCENY OF A VEHICLE
4	MAN DOWN
603	MEDICAL EMERGENCY
64	MOTORIST ASSIST / 10-26

13	OFFICIALS/VISITORS PRESENT / 10-12
7	OPEN DOOR / 10-34
611	OUT OF SERVICE / 10-7
7	OUT OF SERVICE/SUBJECT TO CALL / 10-10
1	PANHANDLING
59	PEDESTRIAN CHECK
2	PICK UP PRISONER / 10-16
2	POTENTIALLY DANGEROUS ANIMAL
10	PROPERTY - FOUND
1	PROPERTY DAMAGE
10	PROPERTY RELEASE
3	PROTECTIVE ORDER VIOLATION
3	RAPE
59	RECEIVE INFORMATION
77	RECKLESS DRIVER
24	RELEASE OF 10-15
4	ROAD RAGE
9	RUNAWAY
1	SEXUAL ABUSE
5	SHOP LIFTING
3	SHOTS HEARD
10	SPECIAL EVENT
13	SUICIDAL SUBJECT
35	SUSPICIOUS ACTIVITY
44	SUSPICIOUS PERSON
32	SUSPICIOUS VEHICLE
18	THREATS
12	TRAFFIC CONTROL
33	TRAFFIC HAZARD
1,103	TRAFFIC STOP / 10-59
10	TRAINING
26	TRANSPORT
6	TRESPASSING
22	TROUBLE UNKNOWN
10	VANDALISM
96	WARRANT CHECK / 10-44
427	WATCH ORDER/SECURITY CHECK
1	WEATHER UPDATE / STATUS

10,732 GRAND TOTAL



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Mé morandum

To: Honorable Mayor, Members of the City Council/Members of the Board of Trustees
From: Roger Kolman, City Manager
Re: Joint Resolution 2023-29
Date: 8/7/2023

BACKGROUND

The position of City Treasurer is statutorily mandated by 11 O.S. §10-118. The position of City Treasurer has been traditionally held by the City Clerk's in Oklahoma due to the overlap in duties within those offices and the modernization of the accounting systems utilized by cities.

Marcy Kilgore has recently been appointed as the City Clerk and staff recommends that the City Council/PWA Board of Trustees/CIDA Board of Trustees appoint her to serve as the City/Trust Treasurer as well.

STAFF RECOMMENDATION

Staff recommends adoption of Joint Resolution 2023-29.

ATTACHMENTS

Resolution 2023-29

RESOLUTION 2023-29

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, AN OKLAHOMA MUNICIPAL CORPORATION, AND THE BOARD OF TRUSTEES OF THE COWETA PUBLIC WORKS AUTHORITY, AN OKLAHOMA PUBLIC TRUST, AND THE BOARD OF TRUSTEES OF THE COWETA INDUSTRIAL DEVELOPMENT AUTHORITY, AN OKLAHOMA PUBLIC TRUST, APPOINTING A TREASURER TO ACT FOR AND ON BEHALF OF EACH OF THE BODIES.

WHEREAS, 11 O.S. §10-118 creates the Office of the Treasurer and charges that officer with certain duties including the deposit of funds on behalf of the entity; and

WHEREAS, the Treasurer is appointed by the City Council and the Trustees of the Public Trusts to serve for an indefinite term; and

WHEREAS, in accordance with Sections 2-401 and 2-403 of the Coweta City Code, the City Clerk is the head of the finance department and may also serve as the Treasurer; and

WHEREAS, the position of Treasurer is currently vacant.

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

SECTION 1: City Clerk Marcy Kilgore is hereby appointed as Treasurer for the City of Coweta, the Coweta Public Works Authority, and the Coweta Industrial Development Authority.

This Resolution is approved in open meeting by the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority on this this 7th Day of August 2023.

Naomi Hogue, Mayor/Chairman

Approved as to form:

Jeff Stephens, City/Trust Attorney

Attest:

Attest:

Marcy Kilgore, City Clerk/PWA Secretary

Logan Brown, CIDA Secretary



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Memorandum

To: Honorable Mayor and City Council
From: Roger Kolman, City Manager
Re: Resolution 2023-30
Date: August 7, 2023

BACKGROUND

The authorized bank account signatories must be updated with First National Bank of Coweta as a result of Julie Casteen's departure and Marcy Kilgore being appointed as Treasurer for the City of Coweta. All signatories on the accounts must complete new signature cards to be submitted to the bank with an authorizing resolution.

STAFF RECOMMENDATION

Staff recommends the adoption of Resolution 2023-30.

ATTACHMENTS:

Resolution 2023-30

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2023-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA,
APPROVING THE AUTHORIZED SIGNATORIES ON CERTAIN ACCOUNTS HELD
BY FIRST NATIONAL BANK OF COWETA.**

WHEREAS, the City of Coweta has established banking accounts with First National Bank of Coweta; and

WHEREAS, from time to time it is necessary to change signatories on those accounts.

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

SECTION 1. The following persons shall be authorized signatories on all First National Bank accounts established for the City of Coweta:

Naomi Hogue
Roger Kolman
Marcy Kilgore

SECTION 2. The following person shall be an authorized signatory only on the Court Bond and Fine account established for the City of Coweta:

Rebecca Price

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 7th Day of August, 2023.

Naomi Hogue, Mayor

Attest:

Approved as to form:

Marcy Kilgore, City Clerk

Jeff Stephens, City Attorney



Clear Form

Oklahoma Municipal Retirement Fund
AUTHORIZED AGENT NOTIFICATION FORM

AUTHORIZED AGENT DESIGNATION PROCESS

An Authorized Agent shall be designated in writing by the Plan's Retirement Committee (governing body) and shall act as the agent of the Employer in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants and to assist Participants, the Employer and Committee regarding Plan matters. Please refer to the Authorized Agent Role and Responsibilities section of this form or the plan document for specific duties.

If you, as Authorized Agent, want to designate another Authorized Signer (please complete a Notice of Authorized Signer).

AUTHORIZED AGENT INFORMATION (Please print clearly using black or blue ink)

NAME OF MUNICIPALITY OR ENTITY: City of Coweta

FEDERAL TAX ID NUMBER: 73-0721492

APPROVED AUTHORIZED AGENT: Marcy Kilgore

TITLE: City Clerk-Treasurer

AUTHORIZED AGENT SIGNATURE: _____

EFFECTIVE DATE: 8/7/2023

MAILING ADDRESS: PO Box 850, Coweta, OK 74429

PHONE NUMBER: (918) 486-2189 FAX NUMBER: (918) 486-8222

EMAIL ADDRESS: mkilgore@cityofcoweta-ok.gov

AUTHORIZATION

The undersigned hereby certifies that the foregoing information was introduced before the Coweta City Council (governing body) of Coweta Oklahoma and was duly approved on the 7th day of August, 20 23

City of Coweta

By: _____

Title: Mayor
(Mayor or Chairman)

August 7, 2023
Date Seal

City Clerk

PLEASE CONTINUE TO PAGE 2 FOR AUTHORIZED AGENT'S ROLE AND RESPONSIBILITIES DEFINITION

AUTHORIZED AGENT ROLE AND RESPONSIBILITIES

EXCERPT FROM SECTION 9.1 (b) OF THE MASTER DEFINED BENEFIT PLAN

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 the "Fund") in matters pertaining to the Plan and the 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 Fund for management and investment;
- (2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the 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 Fund and to forward such communications to the addressees;
- (4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;
- (5) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
- (6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and
- (7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

EXCERPT FROM SECTION 10.1 (b) OF THE MASTER DEFINED CONTRIBUTION PLAN

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 the "Fund") in matters pertaining to the Plan and the 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 Fund for management and investment;
- (2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the 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 Fund and to forward such communications to the addressees;
- (4) to assist the Committee in determining whether 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 Fund.



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Interim Fire Chief

Re: Acceptance of Structural Firefighting Gear (Bunker Gear)

Date: August 1, 2023

BACKGROUND

The Coweta Fire Department is currently building a Volunteer Firefighter program. This program currently has 10 volunteers that live and work around Coweta. Volunteer Firefighters are utilized during any large-scale incident or for any large event (Fall festival, Patriotic festival, National Night Out, etc.). The average set of Bunker Gear costs approximately \$3,000.00. Unfortunately, outfitting each Volunteer Firefighter is not currently budgeted. Broken Arrow Fire is willing to donate approximately 20 sets of Bunker Gear to help start the program until Coweta Fire can budget and purchase Bunker Gear for each Volunteer Firefighter. The donated items still have service life and would outfit each Volunteer Firefighter immediately.

STAFF RECOMMENDATION

Staff recommends a motion to approve the donation.

**DONATION AGREEMENT AND RELEASE AND
WAIVER OF LIABILITY FOR DONATED EQUIPMENT**

Comes now, the City of Broken Arrow, on behalf of the Broken Arrow Fire Department, also referred to as “Donor” and the City of Coweta, on behalf of the Coweta Fire Department, also referred to as “Donee” enter into the agreement as follows, to wit:

WHEREAS, the City of Broken Arrow Fire Department desires to donate AS-IS, Without Warranties and With all faults the specific equipment described in Exhibit “A” to the Coweta Fire Department.

WHEREAS, the Donee, Coweta Fire Department is the recipient of the specific donated equipment listed on attached Exhibit “A” and acknowledges as follows:

1. That the City of Coweta acknowledges that no representations, warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of donated equipment have been made with respect to the donated equipment by the City of Broken Arrow or its Fire Department.
2. The City of Coweta acknowledges that it holds all responsibility for use of the donated equipment.
3. That the City of Coweta does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, and claim in tort or contract and any other claim in equity or law, regardless of legal theory, that may hereafter accrue as a result of the use of the Donated Equipment by Donee. The entire risk of performance of the Donated Equipment is assumed by the City of Coweta. In no event shall the City of Broken Arrow or its officers, agents, employees be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to the individual regardless of legal theory resulting from the use of the Donated Equipment. The above limitations on liability apply even though the City of Broken Arrow Fire Department may not have advised of the possibility of such damage.

DONEE HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND UNDERSTANDS ITS CONTENTS. DONEE IS AWARE THAT THIS “DONATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY FOR DONATED EQUIPMENT” IS A CONTRACT BETWEEN THE CITY OF BROKEN ARROW AND CITY OF COWETA.

IN WITNESS WHEREOF, both Donor and Donee have caused this instrument to be executed on its behalf by officials duly authorized to sign the same.

Dated this ____ day of _____, 2023.

City of Broken Arrow-Donor

By: _____
Mayor

Attest: _____
Broken Arrow City Clerk

Approved as to form:

Deputy City Attorney

City of Coweta-Donor

By: _____
Mayor

Attest: _____
Coweta City Clerk

Approved as to form:

Coweta City Attorney

EXHIBIT A-LIST OF EQUIPMENT DONATED

- (1) Pallet of Bunker Gear Pants (approximately 20 pants)
- (1) Pallet of Bunker Gear Coats (approximately 20 coats)



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Interim Fire Chief

Re: Harris Handheld Radio Purchase (11 Radios)

Date: July 11th, 2023

BACKGROUND

Three years ago, the Coweta Fire Department began a program to replace 1/3 of the handheld radios each fiscal year. Due to manufacturing delays at Motorola, the second batch of radios took over a year and a half to ship and those radios have had several functional issues.

As such, the department has looked at radio systems that are utilized by surrounding departments and are compatible with the Motorola backbone that Coweta currently uses. The Harris radio system, used by Broken Arrow, Glenpool, Jenks, Bixby and Wagoner County Sheriff's Department, is compatible with our Motorola backbone and the handheld units are at a lower price point.

The Coweta Fire Department is asking to purchase thirteen (11) handheld Harris radios and one multi bank charger with the current budget for \$33,732.28 (line item 12.5404.009). With this approved purchase of 11 radios, combined with the previous 13 radios approved in May of 2023, the Coweta Fire Department members will operate with one dependable handheld radio instead of three different manufacturers of handheld radios. The current fourteen (14) Motorola handheld units can be retained for reserve use and future growth in the department.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the \$33,732.28.



L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: Coweta FD_XL185P_16075_071023R.1

Brian Woodward
Fire Chief | Coweta Fire Department
Office: 918.279.7212 | Cell: 918.637.9389 | Fax: 918.486.8201
[P.O. Box 850, Coweta, OK 74429 | bwoodward@cityofcoweta-ok.gov](mailto:bwoodward@cityofcoweta-ok.gov)

Date: 7/10/2023 Valid for 30 days
Sales POC: Greg Kolsut
Sr. Specialist Account Manager
405-315-2741
Greg.Kolsut@L3Harris.com

L3Harris' Internal Use Only

Quote by: S. Spence
CRM #
CCC Case # INC-000307258

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
1	XS-PFS1P-NA	PORTABLE,XL-185P,7/8,FKP,PGRN,US,NA	11	\$ 2,455.00	30%	\$ 1,718.50	\$ 18,903.50
2	XS-FW2X	OPERATION,LOAD NIFOG PERSONALITY	11	\$ 0.01	100%	\$ -	\$ -
3	XS-PL4F	FEATURE,P25 PHASE 2 TDMA	11	\$ 250.00	30%	\$ 175.00	\$ 1,925.00
4	XS-PL4U	FEATURE,SINGLE-KEY DES ENCRYPTION	11	\$ 0.01	100%	\$ -	\$ -
5	XS-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	11	\$ 0.01	100%	\$ -	\$ -
6	XS-PL8Y	FEATURE, ENCRYPTION LITE	11	\$ 0.01	100%	\$ -	\$ -
7	XS-PKGPT	FEATURE PACKAGE,P25 TRUNKING	11	\$ 1,600.00	30%	\$ 1,120.00	\$ 12,320.00
8	XS-PL4L	FEATURE, SINGLE BAND 7/800	11	\$ 0.01	100%	\$ -	\$ -
9	XS-PA3V	BATTERY,LI-ION,3100 MAH	15	\$ 150.00	30%	\$ 105.00	\$ 1,575.00
10	XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	11	\$ 40.00	30%	\$ 28.00	\$ 308.00
11	XS-AE2W	SPEAKER MIC, 500F, XL-185P	11	\$ 399.00	30%	\$ 279.30	\$ 3,072.30
12	XS-HC3L	BELT CLIP,METAL	11	\$ 30.00	30%	\$ 21.00	\$ 231.00
13	XS-CH6H	CHARGER, VEHICULAR, PREMIUM, XL-185P	1	\$ 250.00	30%	\$ 175.00	\$ 175.00
14	XS-CH6G	CHARGER, 6-BAY, PREMIUM, XL-185P	1	\$ 925.00	30%	\$ 647.50	\$ 647.50
		Trade in Credit	11	\$ (500.00)	0%	\$ (500.00)	\$ (5,500.00)
						Estimated Shipping	\$ 74.98

Lead time is subject to material availability at time of order

Total Sale Price \$33,732.28

Terms and Conditions:

- The terms and conditions of this quote are governed by the System Purchase Agreement between Harris Corporation and City of Norman. Please reference MBP #16075. Also reference SIT# 799184 | Coweta Fire and Police Terminals w/ Trade-In Special Pricing Request
- Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.
- Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.

Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; CAGE Code: 1PNR4; Tax ID 34-0276860.

Confidential, Proprietary, & Competition Sensitive



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Memorandum

To: Honorable Mayor and City Council
From: Robyn Murray, Community Development Supervisor
Re: Final Plat Spradlin Estates Phase II
Date: 08-07-2023

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc. (developer), and RK & Associates PLC (engineer) request approval of the final plat for Spradlin Estates Phase II, a subdivision of approximately 2.70 acres, more or less, with 9 lots.

Case Facts

- The property is located in Section 1, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned for medium-intensity Residential Single-Family (RS-2).
- The property legal description: A tract of land situated in the SW1/4 NW1/4 of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows: commencing at the SW corner of the SW1/4 NW1/4 of said Section 1, thence due north along the west line thereof a distance of 250.00 feet; thence N89°45'53"E parallel to the south line of the NW1/4 a distance of 496.75 feet to the point of beginning; thence S7°21'15"E a distance of 251.94 feet; thence N89°45'53"E a distance of 505.79 feet; thence N12°00'16"W a distance of 74.91 feet; thence N29°58'52"W a distance of 125.00 feet; thence N40°20'49"W a distance of 89.09 feet; thence S89°45'53"W a distance of 402.32 feet to the Point of Beginning. Containing 2.70 acres, more or less.
- A public hearing was held on 19 July 2023 by the Coweta Planning Commission to hear comment on the final plat. At the meeting, the Commission approved the Final Plat under the condition that the developer meet the comments from the Technical Advisory Committee and the City Engineer, specifically concerning the Underground Drainage Easement and the maintenance thereof. The final plat was recommended for approval with a vote of 5-0.

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 for Spradlin Estates Phase II.

ATTACHMENTS

1. Final Plat – Spradlin Estates Phase II
2. Location Map
3. Aerial Map

BLOCK 1 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,576.10	27409 E 125TH PL S

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	27410 E 125TH PL S
7	9,501.98	27436 E 125TH PL S
8	8,648.06	27451 E 125TH PL S
9	14,422.87	27479 E 125TH PL S
10	10,460.72	27489 E 125TH PL S
11	12,441.00	27499 E 125TH PL S
12	7,999.91	27496 E 125TH PL S
13	8,196.29	27480 E 125TH PL S

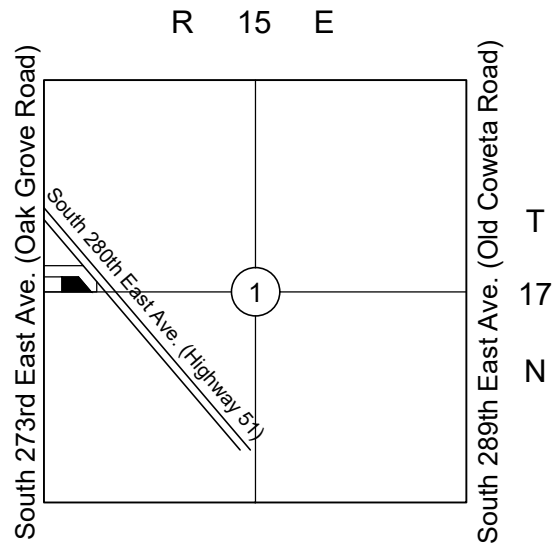
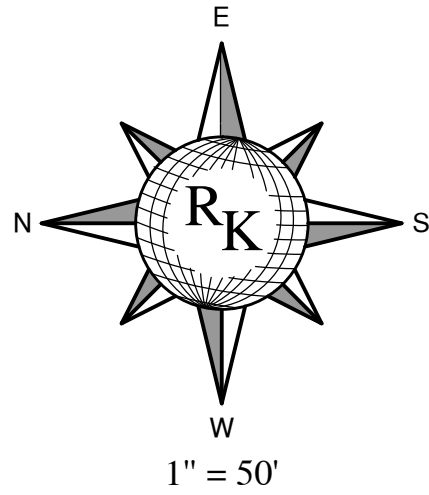
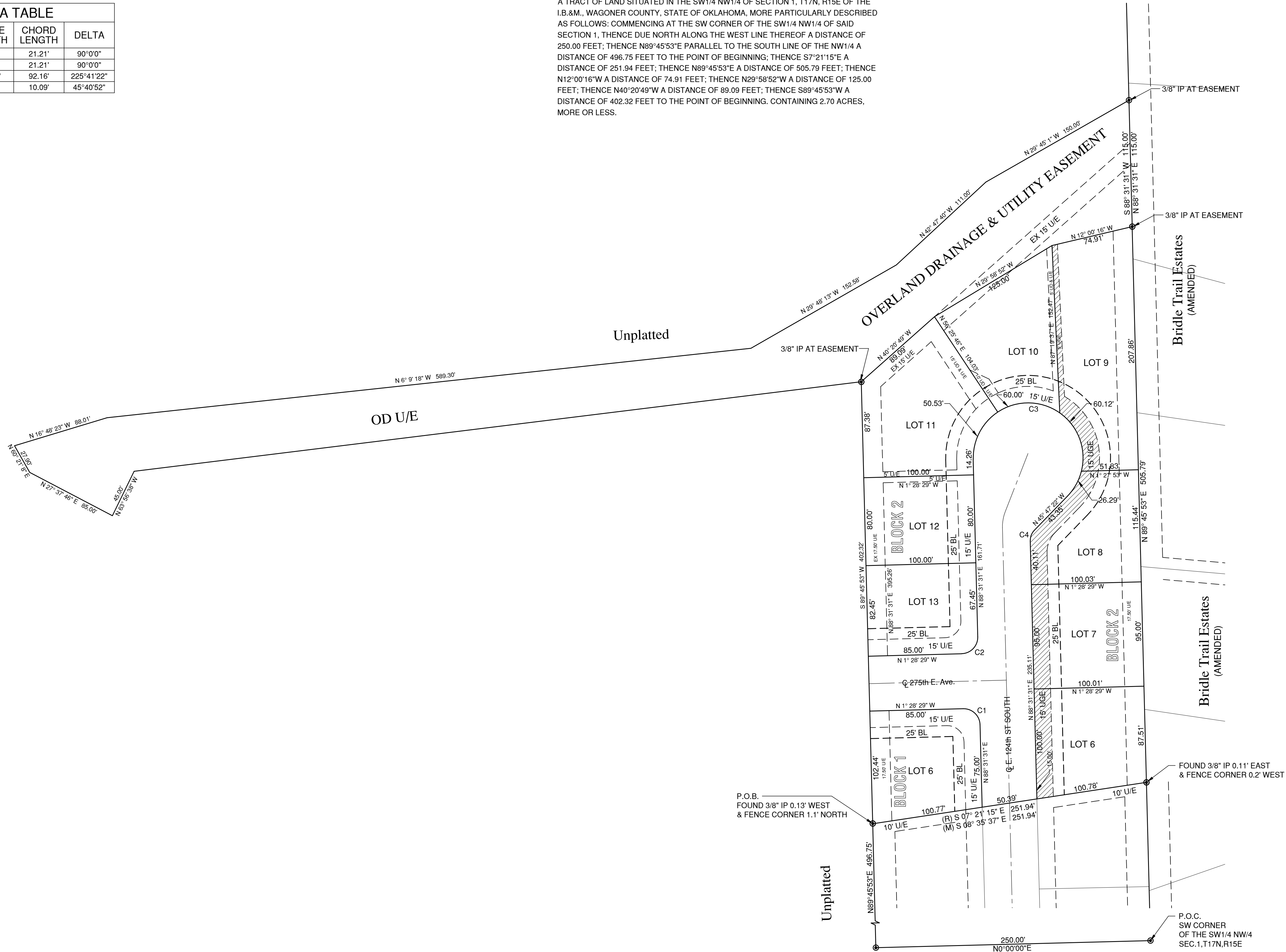
SPRADLIN ESTATES II

AN ADDITION IN THE SW CORNER OF THE NW1/4
OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, I.B.&M.,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA
BLOCK 1, LOT 6
BLOCK 2, LOTS 6-13

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	15.00'	23.56'	21.21'	90°0'0"
C2	15.00'	23.56'	21.21'	90°0'0"
C3	50.00'	196.96'	92.16'	225°41'22"
C4	13.00'	10.36'	10.09'	45°40'52"



LOCATION MAP

TOTAL ACRES = 2.70
LOT TOTAL = 9

BASIS OF BEARINGS

Oklahoma State Plan Coordinates
Oklahoma North OK_N 3501

BENCH MARK BASIS

The Datum is
NAVD88

SURVEYOR

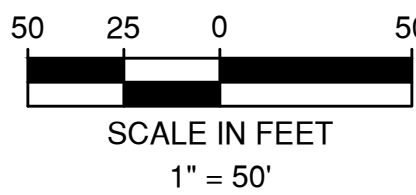
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796

OWNER

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

ENGINEER

RK & Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2023



LEGEND

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

FINAL PLAT
Spradlin Estates II, City of Coweta
July 3rd, 2023
SHEET 1 OF 1

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.70 ACRES, MORE OR LESS.

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

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

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

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

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

C. WATER SERVICE, SANITARY SEWER AND STORM SEWERS

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

D. GAS SERVICE

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

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY CITY OF COWETA, OKLAHOMA. ALL STORM WATER OVERLAND DRAINAGE EASEMENTS AND UNDER DRAIN IN LOTS 6 THRU 9, BLOCK 2 TO BE MAINTAINED BY THE HOA.

F. LIMITS OF NO ACCESS

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

G. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

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

H. DEFINITIONS

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

SECTION II
RESTRICTIONS & COVENANTS

A. ARTICLE 1 - ARCHITECTURAL COMMITTEE PLAN REVIEW

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

B. ARTICLE 2 - DWELLINGS AND LOT IMPROVEMENTS

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

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

SECTION III
HOME OWNERS ASSOCIATION

A. FORMATION

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

SECTION IV
DEVELOPERS RESERVED RIGHTS

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

SECTION V
ENFORCEMENT

A. GOVERNING DOCUMENTS

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

B. ENFORCEMENT

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

C. CORRECTION ASSESSMENT

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

SECTION VI
MISCELLANEOUS AMENDMENT

A. NO WAIVER

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

B. SEVERABILITY

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

C. DISCLAIMER OF WARRANTY

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

D. BINDING EFFECT; AMENDMENT

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

SECTION VII
OVERLAND DRAINAGE & UTILITY EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN OVERLAND DRAINAGE AND UTILITY EASEMENT FOR THE PURPOSE OF PERMITTING STORM WATER FLOW, CONVEYANCE, RETENTION/DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN SPRADLIN ESTATES AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE OVERLAND DRAINAGE & UTILITY EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
- i) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - ii) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 2 WEEKS.

4. IN THE EVENT THE OVERLAND DRAINAGE & UTILITY EASEMENT SHOULD FAIL TO BE PROPERLY MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT OVERLAND DRAINAGE & UTILITY EASEMENT AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO OVERLAND DRAINAGE & UTILITY EASEMENT "AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNER ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATION TO THE HOA.

SECTION VI
UNDERGROUND DRAINAGE EASEMENT
FOR FRENCH DRAIN LOCATED IN LOTS 6, 7, & 9 BLOCK 2

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT A UNDERGROUND DRAINAGE EASEMENT FOR THE PURPOSE OF PERMITTING GROUND WATER FLOW & CONVEYANCE WITHIN SPRADLIN ESTATES II AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III.
3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

OWNER'S CERTIFICATE AND DEDICATION

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

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.70 ACRES, MORE OR LESS.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AND HAVE CAUSED THIS PLAT TO BE MADE OF SAID TRACT SHOWING ACCURATE DIMENSION OF LOTS AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS SPRADLIN ESTATES II AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2023.

RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

TONY ROBISON, LAND SURVEYOR 1686

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COWETA PLANNING COMMISSION

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

CHAIRMAN

CERTIFICATE OF CITY OF COWETA

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

BY _____
MAYOR OR VICE MAYOR

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

BY _____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY CLERK

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

COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2023.

DATED THIS ____ DAY OF _____, 2023

COUNTY TREASURER

FINAL PLAT
SPRADLIN ESTATES II, City of Coweta
July 3rd, 2023
SHEET 3 OF 3

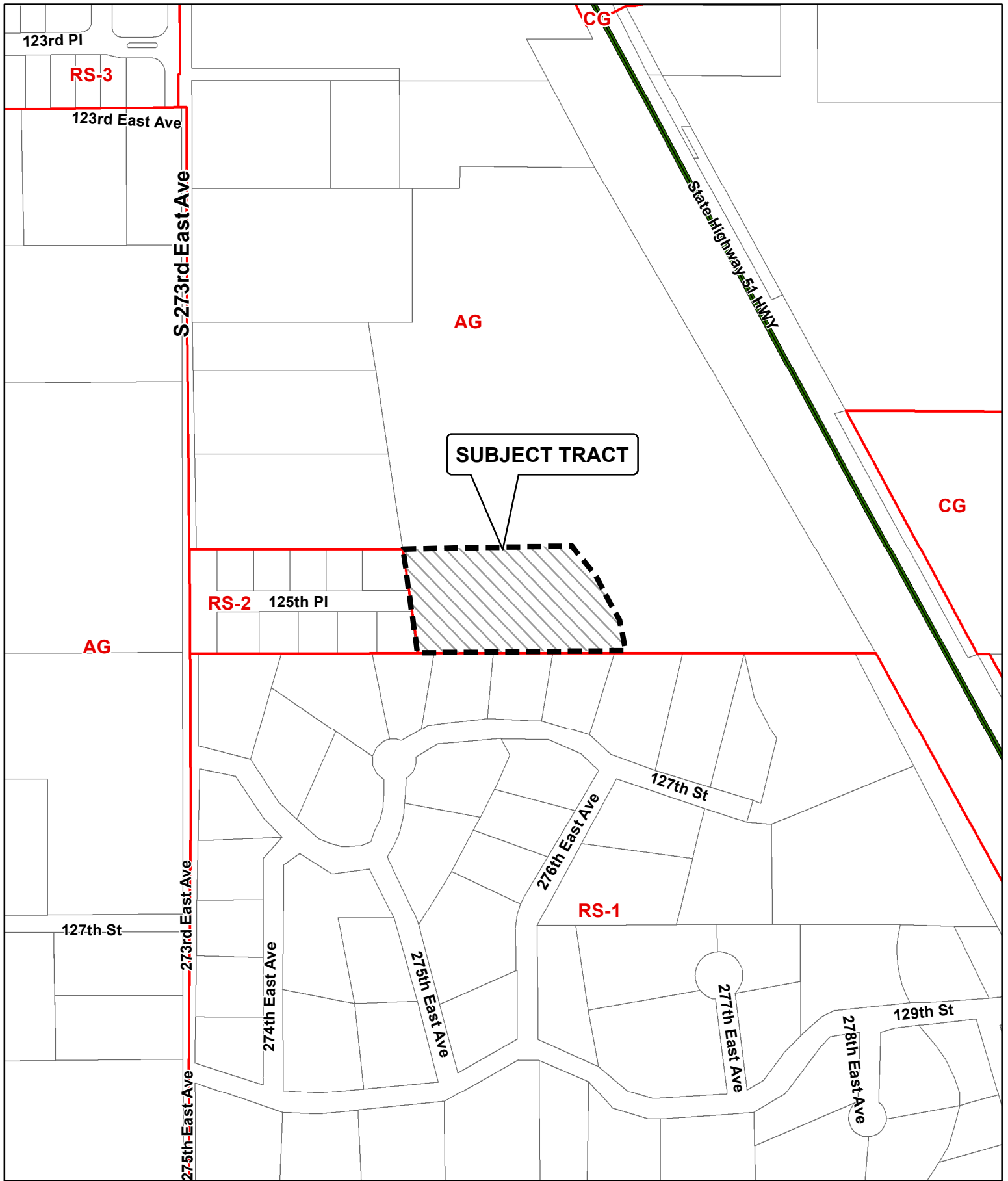


Aerial Date: 2020/2021

CZ 22-01

0 150 300 Feet





Aerial Date: 2020/2021

CZ 22-01



BLOCK 1 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,576.10	27409 E 125TH PL S

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	27410 E 125TH PL S
7	9,501.98	27436 E 125TH PL S
8	8,648.06	27451 E 125TH PL S
9	14,422.87	27479 E 125TH PL S
10	10,460.72	27489 E 125TH PL S
11	12,441.00	27499 E 125TH PL S
12	7,999.91	27496 E 125TH PL S
13	8,196.29	27480 E 125TH PL S

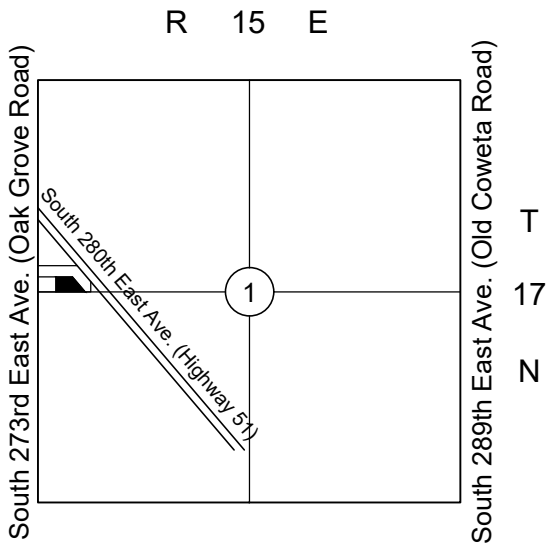
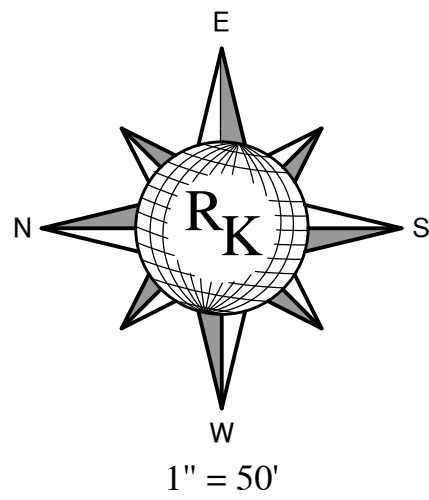
SPRADLIN ESTATES II

AN ADDITION IN THE SW CORNER OF THE NW1/4
OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, I.B.&M.,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA
BLOCK 1, LOT 6
BLOCK 2, LOTS 6-13

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.

CURVE DATA TABLE				
NO.	RADIUS	CURVE LENGTH	CHORD LENGTH	DELTA
C1	15.00'	23.56'	21.21'	90°0'0"
C2	15.00'	23.56'	21.21'	90°0'0"
C3	50.00'	196.96'	92.16'	225°41'22"
C4	13.00'	10.36'	10.09'	45°40'52"



LOCATION MAP

TOTAL ACRES = 2.70
LOT TOTAL = 9

BASIS OF BEARINGS

Oklahoma State Plan Coordinates
Oklahoma North OK_N 3501

BENCH MARK BASIS

The Datum is
NAVD88

SURVEYOR

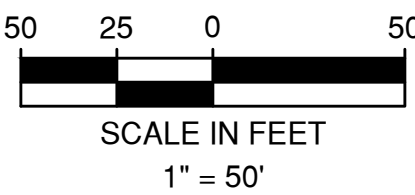
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796

OWNER

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

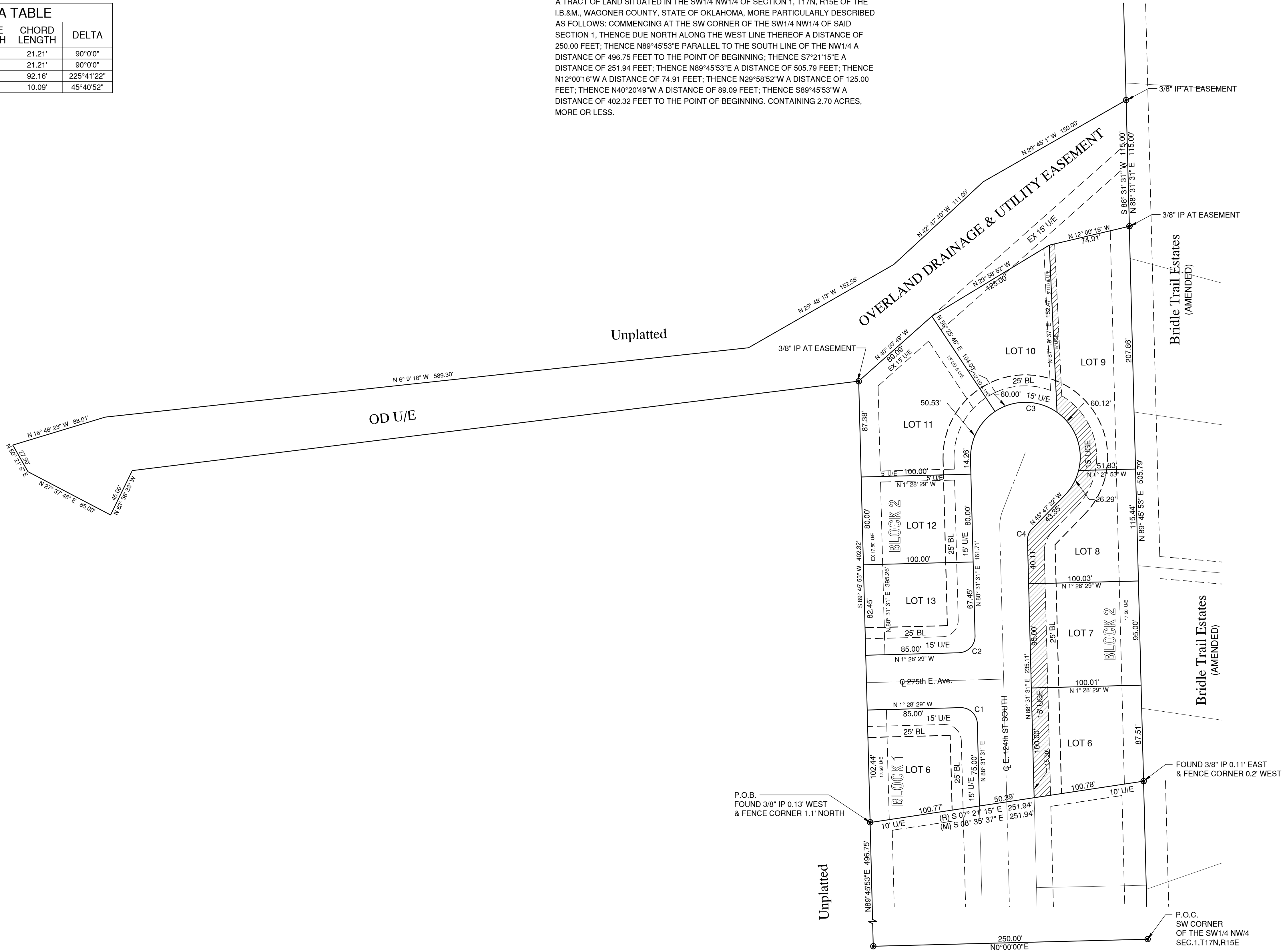
ENGINEER

RK & Associates, PLC
4815 South Harvard Ave. Ste. 290
Tulsa, Oklahoma 74135
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2023



LEGEND

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



FINAL PLAT
Spradlin Estates II, City of Coweta
July 3rd, 2023
SHEET 1 OF 1

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.70 ACRES, MORE OR LESS.

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

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

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

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

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

C. WATER SERVICE, SANITARY SEWER AND STORM SEWERS

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

D. GAS SERVICE

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

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

- EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY CITY OF COWETA, OKLAHOMA. ALL STORM WATER OVERLAND DRAINAGE EASEMENTS AND UNDER DRAIN IN LOTS 6 THRU 9, BLOCK 2 TO BE MAINTAINED BY THE HOA.

F. LIMITS OF NO ACCESS

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

G. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

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

H. DEFINITIONS

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

SECTION II
RESTRICTIONS & COVENANTS

A. ARTICLE 1 - ARCHITECTURAL COMMITTEE PLAN REVIEW

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

B. ARTICLE 2 - DWELLINGS AND LOT IMPROVEMENTS

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

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

SECTION III
HOME OWNERS ASSOCIATION

A. FORMATION

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

SECTION IV
DEVELOPERS RESERVED RIGHTS

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

SECTION V
ENFORCEMENT

A. GOVERNING DOCUMENTS

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

B. ENFORCEMENT

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

C. CORRECTION ASSESSMENT

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

SECTION VI
MISCELLANEOUS AMENDMENT

A. NO WAIVER

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

B. SEVERABILITY

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

C. DISCLAIMER OF WARRANTY

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

D. BINDING EFFECT; AMENDMENT

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

SECTION VII
OVERLAND DRAINAGE & UTILITY EASEMENT

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT AN OVERLAND DRAINAGE AND UTILITY EASEMENT FOR THE PURPOSE OF PERMITTING STORM WATER FLOW, CONVEYANCE, RETENTION/DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN SPRADLIN ESTATES AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.
2. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.
3. DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE OVERLAND DRAINAGE & UTILITY EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE OVERLAND DRAINAGE & UTILITY EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III, AND SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS.
- i) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
 - ii) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 2 WEEKS.

4. IN THE EVENT THE OVERLAND DRAINAGE & UTILITY EASEMENT SHOULD FAIL TO BE PROPERLY MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT OVERLAND DRAINAGE & UTILITY EASEMENT AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO OVERLAND DRAINAGE & UTILITY EASEMENT "AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNER ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATION TO THE HOA.

SECTION VI
UNDERGROUND DRAINAGE EASEMENT
FOR FRENCH DRAIN LOCATED IN LOTS 6, 7, & 9 BLOCK 2

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND THE FOR THE BENEFIT OF THE CITY OF COWETA, OK, THE OWNER/DEVELOPER DOES HEREBY ESTABLISH AND GRANT A UNDERGROUND DRAINAGE EASEMENT FOR THE PURPOSE OF PERMITTING GROUND WATER FLOW & CONVEYANCE WITHIN SPRADLIN ESTATES II AND FROM PROPERTIES NOT INCLUDED IN SPRADLIN ESTATES I & II AND TO ALLOW ANY PUBLIC UTILITY TO USE.

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III.
3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

OWNER'S CERTIFICATE AND DEDICATION

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

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE DUE NORTH ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N89°45'53"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S7°21'15"E A DISTANCE OF 251.94 FEET; THENCE N89°45'53"E A DISTANCE OF 505.79 FEET; THENCE N12°00'16"W A DISTANCE OF 74.91 FEET; THENCE N29°58'52"W A DISTANCE OF 125.00 FEET; THENCE N40°20'49"W A DISTANCE OF 89.09 FEET; THENCE S89°45'53"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.70 ACRES, MORE OR LESS.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SAID TRACT OF LAND TO BE PLATTED INTO LOTS AND HAVE CAUSED THIS PLAT TO BE MADE OF SAID TRACT SHOWING ACCURATE DIMENSION OF LOTS AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS SPRADLIN ESTATES II AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2023.

RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

TONY ROBISON, LAND SURVEYOR 1686

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2023.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COWETA PLANNING COMMISSION

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

CHAIRMAN

CERTIFICATE OF CITY OF COWETA

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

BY _____
MAYOR OR VICE MAYOR

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

BY _____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY CLERK

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

COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2023.

DATED THIS ____ DAY OF _____, 2023

COUNTY TREASURER

FINAL PLAT
SPRADLIN ESTATES II, City of Coweta
July 3rd, 2023
SHEET 3 OF 3



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: Robyn Murray, Community Development Supervisor
Re: Spradlin Estates Phase II Infrastructure
Date: 7 August 2023

BACKGROUND

Spradlin Estates Phase II subdivision located in Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, a subdivision of approximately 2.70 acres more or less with 9 lots.

The final plat for the Phase II subdivision was initially recommended for approval by the Coweta Planning Commission on 17 July 2023. This plat is on the 7 August 2023 City Council agenda for approval.

Infrastructure has now been constructed and completed. A final engineering inspection of the infrastructure was conducted on 12 May 2023 and a letter from the Cowan Group Engineering recommending acceptance of the infrastructure for public property was received on 16 May 2023. The required maintenance bonds were received on 3 July 2023. A final stormwater and code enforcement inspection was conducted on 23 May 2023. The developer has submitted "Record Drawings" of the infrastructure to the Community Development office and requests that the City Council accept the infrastructure. Upon acceptance, the two-year maintenance period will begin.

STAFF RECOMMENDATION

Staff, in accordance with the recommendation from the Cowan Group Engineering firm, and the developer having met all requirements as established by the Subdivision Regulations, recommends acceptance of the public improvements as shown on the draft final plat of Spradlin Estates.

ATTACHMENTS

1. Resolution No. 2023-24
2. Spradlin Estates Phase II Record Drawings
3. Letter Recommending Acceptance – The Cowan Group
4. Sanitary Sewer Bonds
5. Storm Sewer Bonds
6. Paving Bonds



May 16, 2023

Robyn Murray
Community Development Supervisor
City of Coweta
PO Box 850
Coweta, OK 74429

**RE: Spradlin Estates II
Final Construction
Coweta, Oklahoma**

Dear Ms. Murray:

CGE has completed its inspection of the Final Construction for the subject project.

Please accept this letter as a formal recommendation of approval all infrastructure per the approved plans and City of Coweta's Regulations and Ordinances.

Thanks for your attention and should you have any questions please contact the undersigned.

Sincerely,

Cowan Group Engineering, LLC

A handwritten signature in blue ink, appearing to read 'R. Weltzheimer', written over a horizontal line.

Ronald G. Weltzheimer, P.E.

RGW/cra

Attachments

Cc: Roger Kolman – City Manager – City of Coweta
Richard Kosman, P.E. – Engineer of Record – Richard Kosman & Associates, PLC

MAINTENANCE BOND

Bond No. LICX1166032

KNOW ALL MEN BY THESE PRESENTS,

THAT Abundant Rain Ministries Inc as Principal, hereinafter called Contractor, and Lexon Insurance Company as Surety, hereinafter called Surety, are firmly bound unto City of Coweta as Obligee, hereinafter called Owner, in the penal sum of Nineteen Thousand Nine Hundred Fifty Five & NO/100 Dollars (\$19,955.00) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated July 3, 2023 entered into a contract with the Owner for Sanitary Sewer for 9 Lots Spradlin Estate Phase II in accordance with General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of Two year(s) from the date of acceptance of the work provided for in the Contract, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 3rd day of July, 2023.

In the presence of:

Abundant Rain Ministries Inc

Principal

(SEAL)

Title

Lexon Insurance Company

Surety

(SEAL)

Susan E. Travis
Attorney-in-Fact Susan E. Travis





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan E. Travis, Edward J. McGrath, Katherine Shin, Corbin L. Jarvis, Amanda Gunn, Bryse Martin** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of July, 2023

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

MAINTENANCE BOND

Bond No. LICX1166031

KNOW ALL MEN BY THESE PRESENTS,

THAT **Abundant Rain Ministries Inc** as Principal, hereinafter called Contractor, and **Lexon Insurance Company** as Surety, hereinafter called Surety, are firmly bound unto **City of Coweta** as Obligee, hereinafter called Owner, in the penal sum of **Twenty Thousand and NO/100** Dollars (\$ **20,000.00**) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated **July 3, 2023** entered into a contract with the Owner for **Storm Sewer for 9 Lots Spradlin Estate Phase II** in accordance with General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of **Two** year(s) from the date of acceptance of the work provided for in the Contract, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this **3rd** day of **July**, 2023.

In the presence of:

Abundant Rain Ministries Inc

Principal

(SEAL)

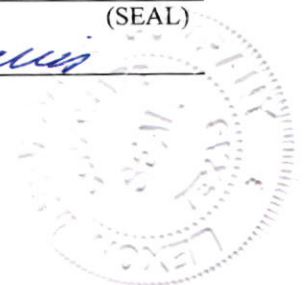
Title

Lexon Insurance Company

Surety

(SEAL)

Susan E. Travis
Attorney-in-Fact **Susan E. Travis**





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan E. Travis, Edward J. McGrath, Katherine Shin, Corbin L. Jarvis, Amanda Gunn, Bryse Martin** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he ~~they~~ is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of July, 2023.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

MAINTENANCE BOND

Bond No. LICX1166033

KNOW ALL MEN BY THESE PRESENTS,

THAT **Abundant Rain Ministries Inc** as Principal, hereinafter called Contractor, and **Lexon Insurance Company** as Surety, hereinafter called Surety, are firmly bound unto **City of Coweta** as Obligee, hereinafter called Owner, in the penal sum of **Ninety Four Thousand Five Hundred Sixty Five & NO/100** Dollars (**\$94,565**) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated **July 3, 2023** entered into a contract with the Owner for **Roadway for 9 Lots Spradlin Estate Phase II** in accordance with General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein, and made part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of **Two** year(s) from the date of acceptance of the work provided for in the Contract, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this **3rd** day of **July**, 2023.

In the presence of:

Abundant Rain Ministries Inc

Principal

(SEAL)

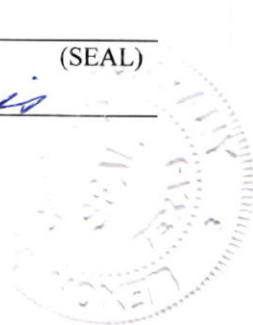
Title

Lexon Insurance Company

Surety

(SEAL)

Susan E. Travis
Attorney-in-Fact **Susan E. Travis**





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Susan E. Travis, Edward J. McGrath, Katherine Shin, Corbin L. Jarvis, Amanda Gunn, Bryse Martin** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 	Endurance American Insurance Company By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 	Lexon Insurance Company By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 	Bond Safeguard Insurance Company By: <i>Richard M Appel</i> Richard Appel, SVP & Senior Counsel 
--	---	---	---

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned hereby certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 3rd day of July, 2023

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

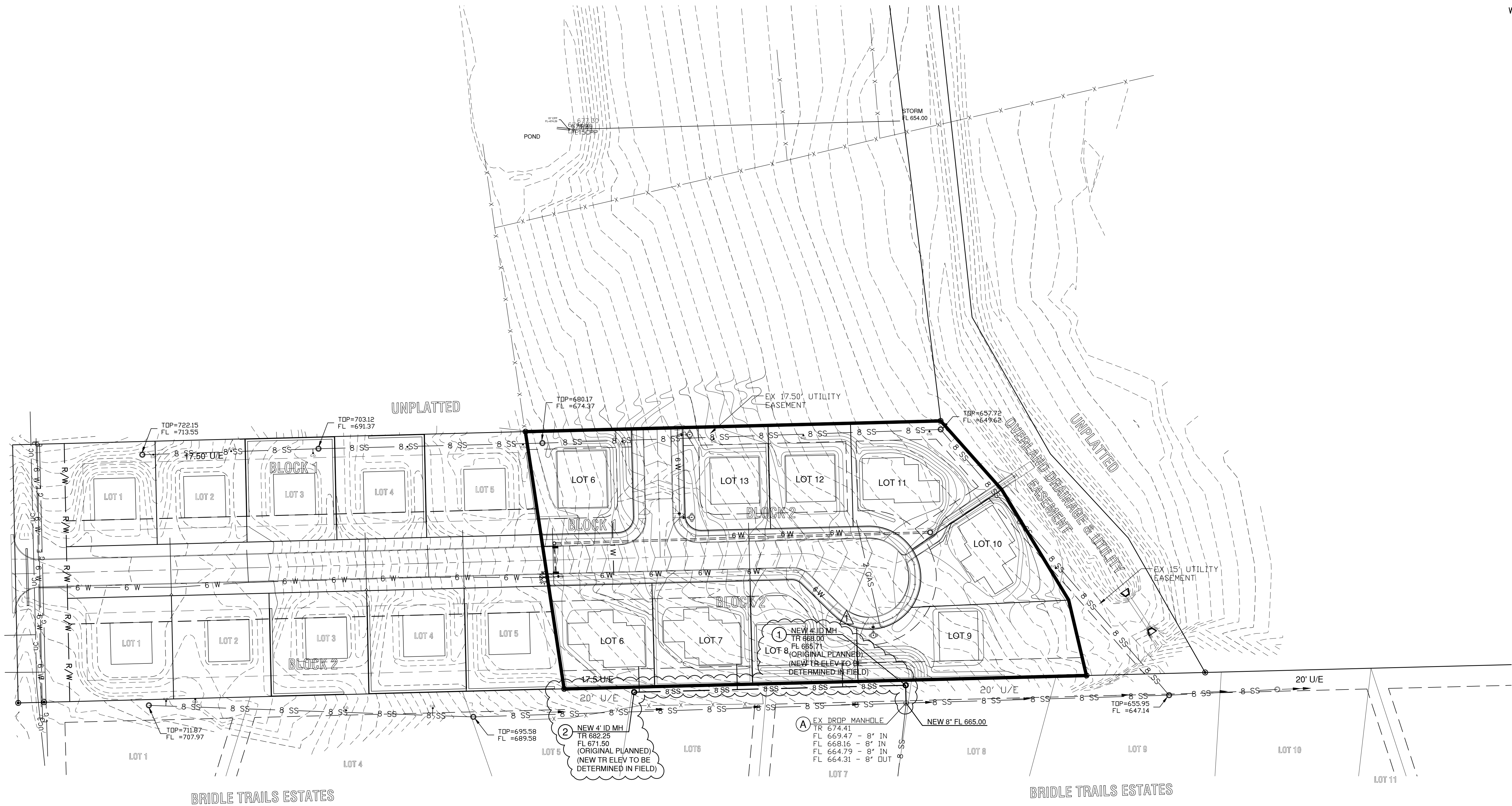
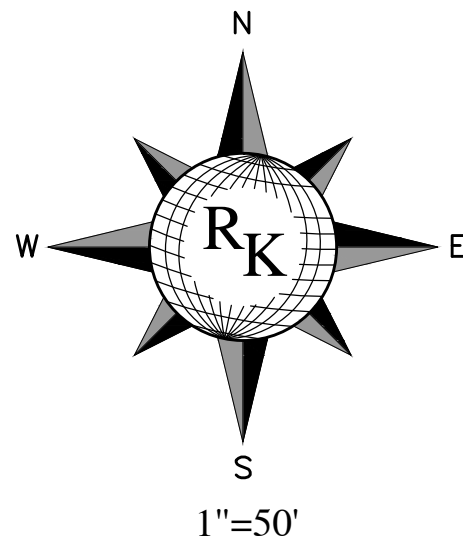
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



EXISTING LEGEND

- 650 --- EXISTING CONTOUR MAJOR
- 649 --- EXISTING CONTOUR MINOR
- 8 SS EXISTING 8" SANITARY SEWER LINE
- E EXISTING ELECTRIC LINE
- G EXISTING GAS LINE
- UC EXISTING UNDERGROUND COMMUNICATION LINE
- +FH EXISTING FIRE HYDRANT
- +WV EXISTING WATER VALVE
- O EXISTING SANITARY SEWER MANHOLE

PROPOSED LEGEND

- 650 PROPOSED CONTOUR MAJOR
- 649 PROPOSED CONTOUR MINOR
- 8 SS NEW 8" SANITARY SEWER LINE
- O NEW 4' I.D. MANHOLE
- NEW 18" STORM SEWER
- Q ROAD
- 8"x8"x4" TEE WITH RISER

OWNER: ABUNDANT RAIN MINISTRIES INC.

REVISIONS

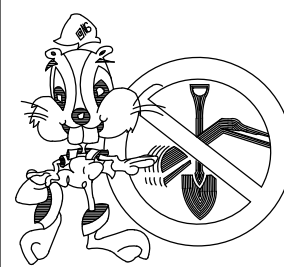
Δ SANITARY SEWER MANHOLES 1 & 2 ADJUSTED.

DATE

02/23/23

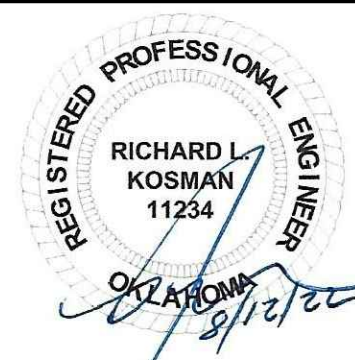
APPROVED

RLK



811
BEFORE
YOU DIG...
CALL OKIE

LOCATIONS OF UNDERGROUND UTILITIES WERE OBTAINED FROM THE UTILITY OWNERS. BEFORE DOING ANY WORK WITH HEAVY EQUIPMENT, THE CONTRACTOR SHALL NOTIFY THE UTILITY OWNERS OR "CALL OKIE (OKLAHOMA ONE-CALL)" NOT LESS THAN 48 HOURS IN ADVANCE AND SHALL ESTABLISH THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.



RICHARD L. KOSMAN, PE.
& ASSOCIATES, PLC
CIVIL ENGINEERING
4815 South Harvard Ave. Ste. 290
Tulsa, OK, 74135
Phone: 918(277-4784)
Email: rkosman@sbcglobal.net
Certificate of Authority No. 4831
Expires June 30, 2023

THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, CHANGED OR COPIED, IN ANY WAY UNLESS FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF RK & ASSOCIATES, NOR SHALL THEY BE ASSIGNED TO ANY THIRD PARTY UNLESS SAID WRITTEN CONSENT IS FIRST OBTAINED. ANY CHANGES MADE TO THESE PLANS WITHOUT THE CONSENT OF RK & ASSOCIATES SHALL RELIEVE RK & ASSOCIATES OF RESPONSIBILITY FOR ANY CONSEQUENCES RESULTING FROM SUCH CHANGES.

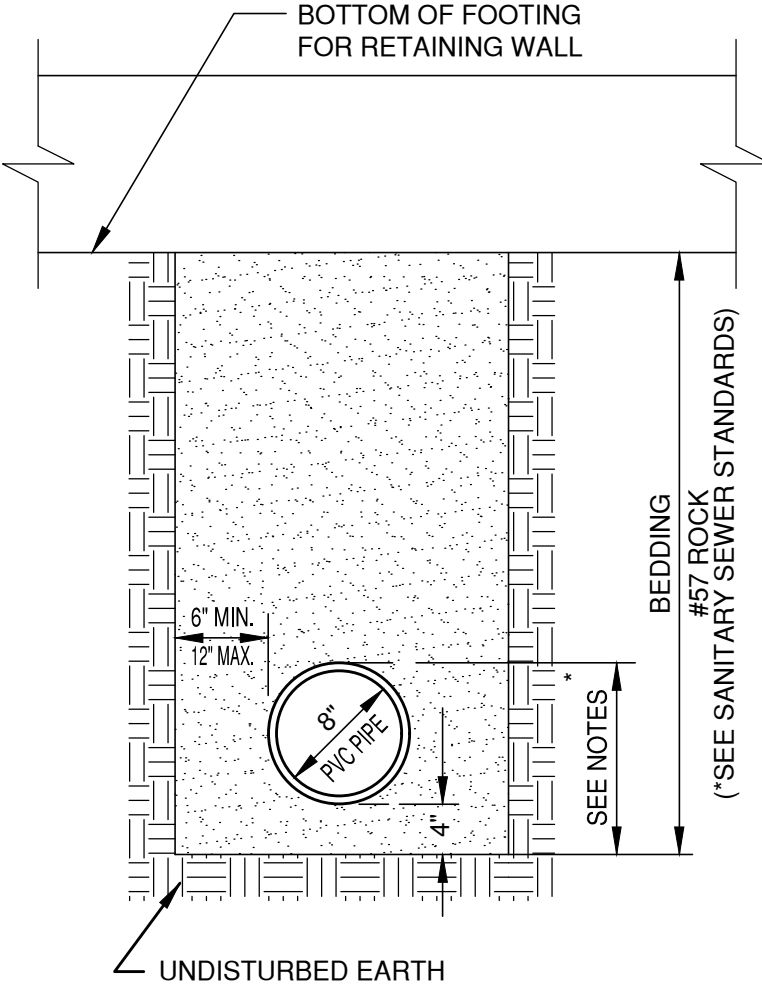
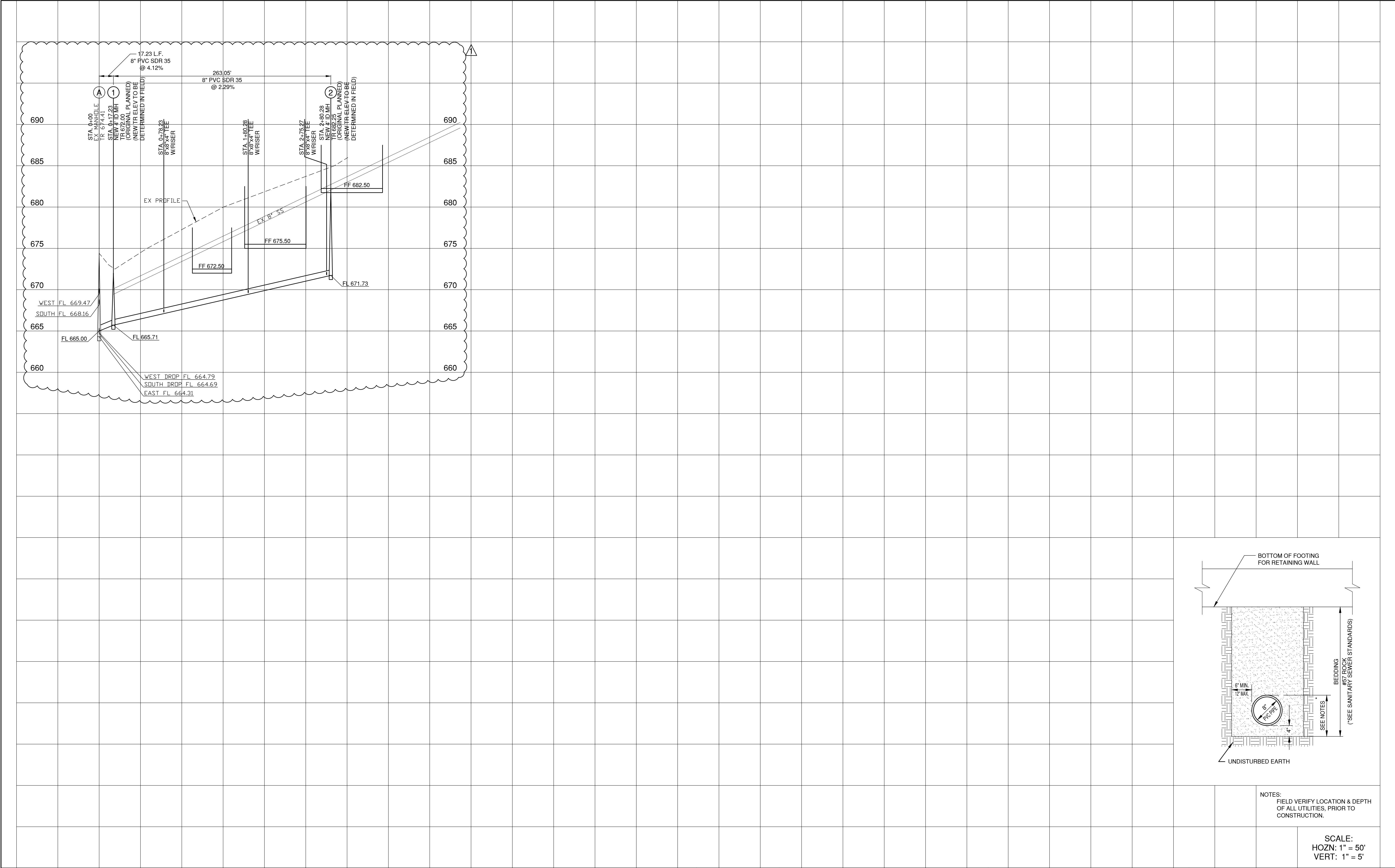
SANITARY SEWER PLAN

SPRADLIN ESTATES II

SHEET 3 OF 4

00422

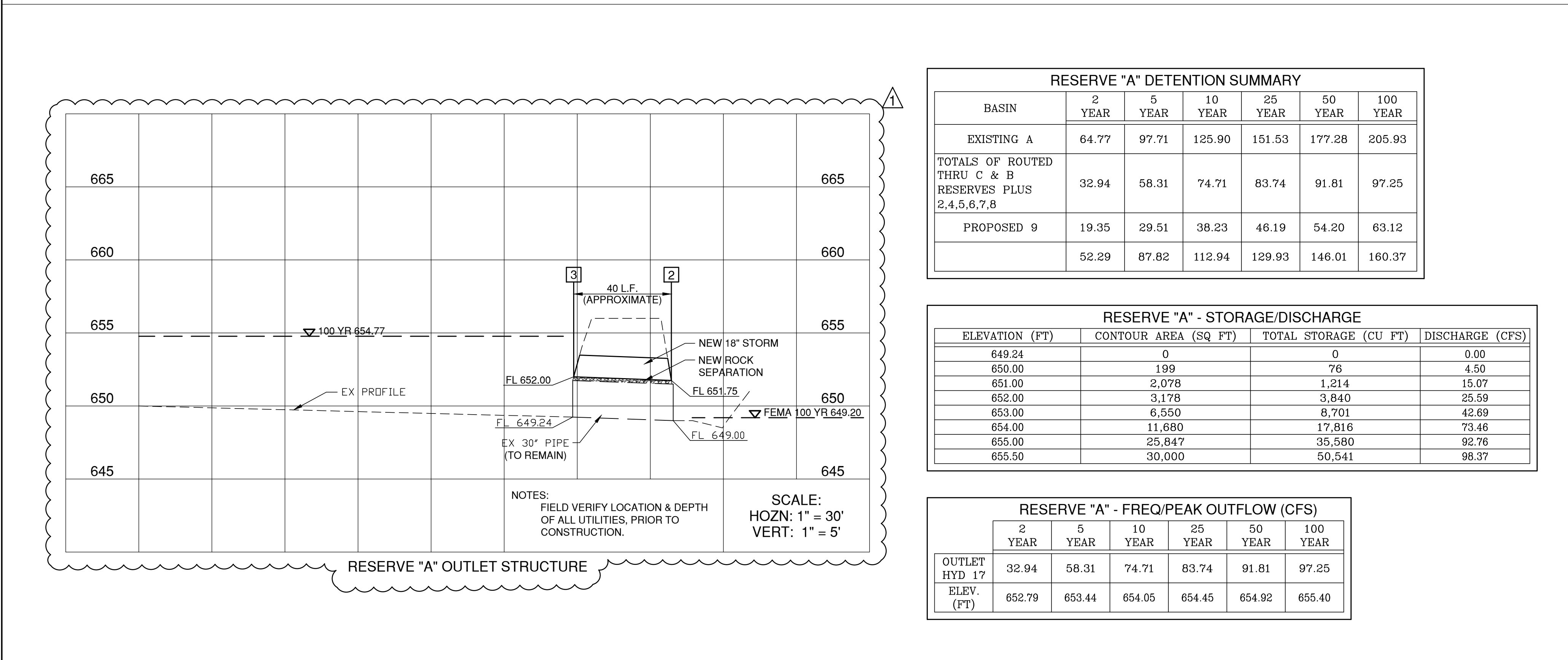
DATE: 08/12/2022



NOTES:
FIELD VERIFY LOCATION & DEPTH
OF ALL UTILITIES. PRIOR TO
CONSTRUCTION.

SCALE:
HOZN: 1" = 50'
VERT: 1" = 5'

OWNER: ABUNDANT RAIN MINISTRIES INC.		REVISIONS		DATE	APPROVED	REGISTERED PROFESSIONAL ENGINEER RICHARD L. KOSMAN 11234 OKLAHOMA 08/12/22 RK 4815 South Harvard Ave. Ste. 290 Tulsa, OK, 74135 Phone: 918(277-4784) Email: rkosman@sbcglobal.net Certificate of Authority No. 4831 Expires June 30, 2023 THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, CHANGED OR COPIED, IN ANY WAY UNLESS FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF RK & ASSOCIATES, NOR SHALL THEY BE ASSIGNED TO ANY THIRD PARTY UNLESS SAID WRITTEN CONSENT IS FIRST OBTAINED. ANY CHANGES MADE TO THESE PLANS WITHOUT THE CONSENT OF RK & ASSOCIATES SHALL RELIEVE RK & ASSOCIATES OF RESPONSIBILITY FOR ANY CONSEQUENCES RESULTING FROM SUCH CHANGES. SANITARY SEWER PROFILE SPRADLIN ESTATES II SHEET 4 OF 4 00422 DATE: 08/12/2022
811 BEFORE YOU DIG ... CALL OKIE LOCATIONS OF UNDERGROUND UTILITIES WERE OBTAINED FROM THE UTILITY OWNERS. BEFORE DOING ANY WORK WITH HEAVY EQUIPMENT, THE CONTRACTOR SHALL NOTIFY THE UTILITY OWNERS OR "CALL OKIE (OKLAHOMA ONE-CALL)" NOT LESS THAN 48 HOURS IN ADVANCE AND SHALL ESTABLISH THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES.		PROFILE CHANGES.		02/23/23	RLK	



RESOLUTION 2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING, SANITARY SEWER, AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE SPRADIN ESTATES PHASE II SUBDIVISION, LOCATED WITHIN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, certain public improvements required by the City of Coweta's Subdivision Regulations have been constructed to serve Spradlin Estates Phase II development within the City of Coweta, Oklahoma; and

WHEREAS, the design and construction of those on-site public improvements meet the requirements of the City of Coweta's Subdivision Regulations; and

WHEREAS, the City Engineer has received and reviewed the As-Built Construction Plans (Record Drawings), for those on-site public improvements; and

WHEREAS, the City has received the two-year maintenance bonds required by the City of Coweta's Subdivision Regulations for said on-site public improvements; and

WHEREAS, the City of Coweta Subdivision Regulations require that all public improvements be formally accepted by the Coweta City Council by resolution or ordinance.

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

Section 1. The paving, grading, sanitary sewer and drainage improvements and all required easements in Spradlin Estates Phase II Subdivision are formally accepted by the City of Coweta as public infrastructure.

This Resolution is approved in open meeting by the City Council of the City of Coweta on the 7th day of August 2023.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, Deputy City Clerk

APPROVED:

Jeff M. Stephens, City Attorney



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

Memorandum

To: Honorable Mayor and City Council
From: Robyn Murray, Community Development Supervisor
Re: Case Number: CZ 23-06
Date: 08-07-2023

BACKGROUND

Applicant

Johnny Baker and Lori Baker, property owners, are seeking to amend the zoning map. The request is to rezone from a Residential Manufactured Home (RMH) district to a low density Residential Single-Family (RS-1) district.

Case Facts

- The property is located at 25072 East 101st Street South, in Section 27, Township 18 North, Range 15 East of the Indian Base and Meridian.
- The property is currently zoned (RMH) Residential Manufactured Home.
 - This zoning designation was deleted from the Zoning Code via Ordinance 593 in April 2003.
- Surrounding land use is Residential Single-Family (RS-1), Agriculture (AG), General Commercial (CG) and Light Industrial (IL).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low-intensity residential use.
- A public hearing was held on 17 July 2023 at the Coweta Planning Commission meeting to hear comments concerning the rezone request. No residents were present to offer comment. At the meeting the Planning Commission found that this request is in compliance with the Coweta Comprehensive Plan. There was a unanimous recommendation (5-0) for approval of the rezone request to the Coweta City Council for case CZ 23-06.

Existing Land Use	Existing Zoning
RMH	RMH
Surrounding Land Use	Surrounding Zoning
North: Residential	County Zoning
East: Residential	RS-1
South: Commercial and Light Industrial	CG and IL
West: Residential	RS-1

- Legal description: A tract of land beginning at a point 514 feet East of the NW Corner of the Northwest Quarter of the Northeast Quarter (NW/4, NE/4) of Section 27, Township 18 North,

Range 15 East, of the Indian Base and Meridian, Wagoner County, Oklahoma; Thence a distance of 215 feet South; Thence a distance of 162.25 feet East; Thence a distance of 215 feet North; Thence a distance of 162.25 feet West to the point of beginning.

Pertinent Zoning Code

Section 2210 Policy on Zoning Map Amendments

- It is the policy of the City of Coweta that in the consideration of proposed amendments to this Code that:
Amendments will be adopted to recognize changes in the Comprehensive Plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.
- A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.
- Staff finds that this request is in compliance with the objectives of the City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map. Further, staff must find that, if implemented, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

STAFF COMMENTS

Based on the property's location, current zoning, and intended land use via the Proposed Land Use Map from the City of Coweta Comprehensive Plan, staff recommends approval of the rezone request from Residential Manufactured Home (RMH) district to the Residential Single Family (RS-1) district.

ATTACHMENTS

1. Aerial Map
2. Zoning Map
3. Ordinance No. 871

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 871

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 27, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, FROM RESIDENTIAL MANUFACTURED HOME (RMH) CLASSIFICATION TO RESIDENTIAL SINGLE FAMILY (RS-1) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION ONE (1): ZONING CLASSIFICATION

The following described property is hereby rezoned from Residential Manufactured Home (RMH) classification to Residential Single Family (RS-1), **to wit:**

TRACT 1: A tract of land beginning at a point 514 feet East of the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW/4, NE/4) of Section 27 Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, Oklahoma; thence a distance of 215 feet South; thence a distance of 162.25 feet East; thence a distance of 215 feet North; thence a distance of 162.25 feet West to the point of beginning.

SECTION TWO (2): ZONING MAP

The Official Zoning Map of the City of Coweta, Oklahoma be and hereby is amended to reflect the actions taken in Section One.

SECTION THREE (3): REPEALER

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

SECTION FOUR (4): 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 FIVE (5): 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.

Approved by the City Council of the City of Coweta, Oklahoma, with the Emergency Clause voted upon and approved separately, on the ____ day of _____ 2023.

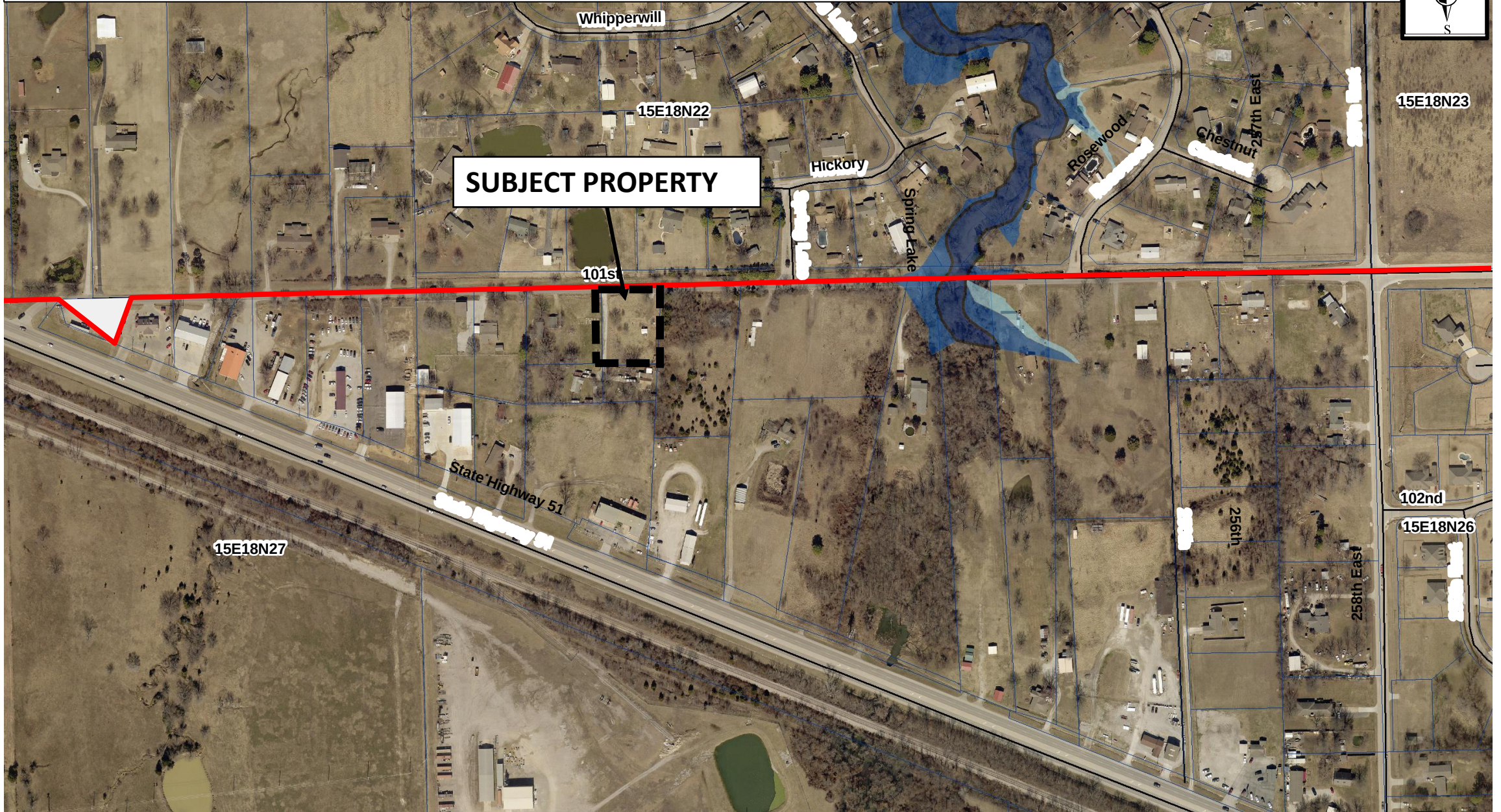
Naomi Hogue, Mayor

ATTEST: _____
Marcy Kilgore, Deputy City Clerk

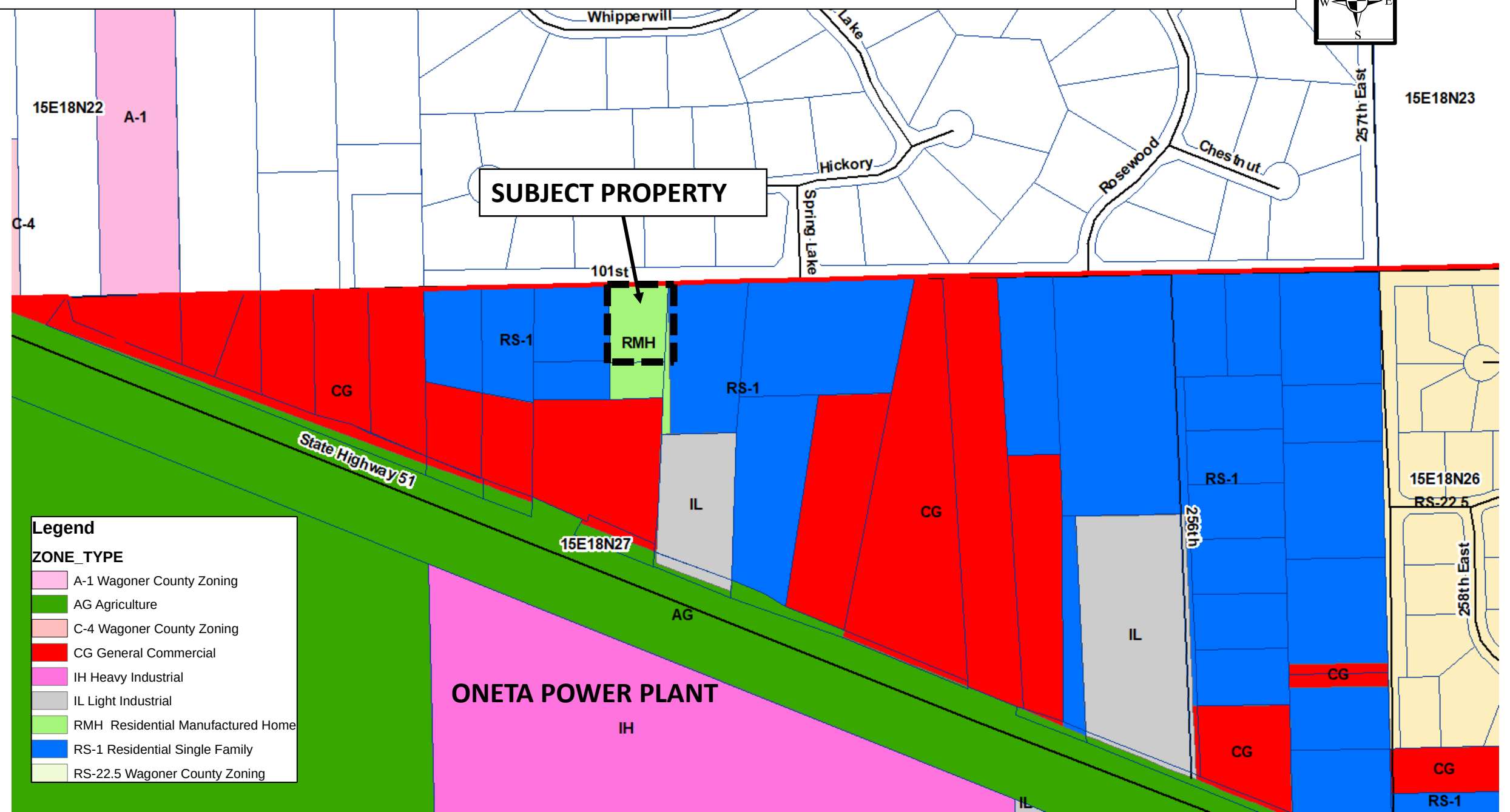
APPROVED AS TO FORM AND LEGALITY: _____

Jeff Stephens, City Attorney

CZ 23-06 REZONE FROM RMH RESIDENTIAL MANUFACTURED HOME TO RS-1 RESIDENTIAL SINGLE FAMILY



CZ 23-06 REZONE FROM RMH RESIDENTIAL MANUFACTURED HOME TO RS-1 RESIDENTIAL SINGLE FAMILY





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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Remodel Dog Shower
Date: August 4th, 2023

BACKGROUND

Our animal control building is currently equipped with a bathtub installed 2 ft above the facility floor, which is used to wash or dip dogs to remove fleas and ticks. This equipment must be updated due to yearly costly maintenance to keep the drains clear, and leaks sealed from underneath. It also requires our Animal Control Officers to lift over the recommended weight limit of 50 lbs. in their job description, which could lead to injuries and workman's comp claims. The ACO currently needs to have equipment to clean or wash towels and bedding material used at the facility.

BENEFITS

Removing the current Tub and platform and replacing it with a newer enclosed shower stall system should eliminate all lifting requirements and therefore ensure a safer working environment for the animals and our Animal Control Officers. Also, adding a new washer and dryer will allow the ACO to clean and maintain equipment, bedding, and towels at their facility instead of throwing them away and repurchasing them. This will save the city hundreds each year. These upgrades also complete the next phase of updates to our Animal Control Building.

COSTS

The price includes the demolition of the existing bathtub, installation of 240 volts of electricity to the washer and dryer, a new stackable washer and dryer, a custom cabinet, framing shower area, install plumbing and shower drain, and tile from floor-to-ceiling, the total cost will be \$17,500.00. This upgrade was included in the 2023-2024 Budget proposal approved by the Council on June 3, 2023. The funds are a part of the Capital Improvement Plan, 12-5405-008.

STAFF RECOMMENDATION

Staff recommends approval of this budgeted item and permission for the City Manager to sign all required documents.

ATTACHMENTS

Walkers Electric Quote



120 N Bluff St
Catoosa, OK 74015
918-671-9998
mike@walkerselectricllc.com

March 7th 2023.

Phylis Baucom
Coweta Animal Control
212 N Broadway
Coweta, OK 74429
pbaucom@cityofcoweta-ok.gov

Project: Shower and Laundry Area Build Out.

As requested, we have prepared our estimates and are pleased to offer the following proposal for your review, consideration, and acceptance. We endeavor to provide competitive pricing without sacrificing quality workmanship. We propose to furnish materials and labor for the sum of:
\$17,500.00

This Price Includes the Following:

- Demo existing bath tub.
- Provide and Install 240 volt electric to new washer and dryer area.
- Provide and Install stackable washer and dryer.
- Provide and Install custom small white cabinet with clothes hanger.
- Provide and Install framing for shower area to also include a small wall to contain animals.
- Provide and Install plumbing and shower drain as discussed.
- Provide and Install tile from floor to ceiling in shower area.
- Samples of tile will be shown prior to installation.

If you have any questions regarding this proposal, please contact me at (918) 671-9998.

Thank you,

Michael Walker

Quote Valid for 30 Days



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: Chief of Police, Michael Bell
Re: OHSO Highway Safety Application
Date: 8/1/2023

BACKGROUND

Since 2018 State Highway 51 has accounted for multiple collisions including five deaths and multiple injuries. One of the contributing factors can be related back to speeding and disobeying traffic control devices. In 2022 the City of Coweta investigated 190 collisions with approximately 88 of those occurring on State Highway 51. In order to combat these issues, the Coweta Police Department applied for a grant and the grant has been approved by The Oklahoma Highway Safety Office.

BENEFITS

The applied grant will benefit the City of Coweta to help reduce the number of injury collisions due to speeding in the City of Coweta.

COSTS

The Oklahoma Highway Safety will reimburse the City of Coweta for the cost of the following:

\$10,000.00 for overtime speed shift

\$5,000.00 for Lidar Equipment

\$2,200.00 for Travel and expense to attend Oklahoma Highway Safety Conference

Total amount: \$17,200.00.

STAFF RECOMMENDATION

Staff recommends the council accept the grant and allow Mayor Hogue to sign the grant. The staff recommends the council approve the badge amendment of \$17,200.00.

ATTACHMENTS

Grant Agreement

Lidar Equipment

Grant Agreement Summary – Part 1

Title of Contract:*Coweta Overtime Speed Enforcement***OHSO Project Number:** **Award Amount:** **CFDA Number:** **FAIN Number:** **TTA Number:**SE-24-03-03-01 \$17,200.00 206002400 69A37524300004020OK0
\$**TOTAL AWARD:** \$17,200.00

\$0.00

Project Period: Oct 01, 2023 - Sep 30, 2024 **Primary Program Area:** Speed Abatement**Organization:** Coweta Police Department**Address:** P.O. Box 850**City:** Coweta **State:** OK **Zip:** 74429**FEI Number:** 73-0721492 **DUNS Number:** 139023761**Project Director:** Bobby Pickett **Title:** Sergeant**Phone Number:** (918) 486-2121 **Fax Number:** (918) 486-4243**Project Goals:**

To work 250 hours or more of targeted, overtime traffic enforcement in an effort to reduce the number of fatality and serious injury crashes in the City of Coweta for FFY24.

Problem Identification:

The City of Coweta has approximately a nine mile stretch of State Highway 51. This portion of Highway 51 runs through the city limits of Coweta in route to Muskogee to the south and Tulsa to the north. This State Highway sees roughly 19,000 commuters each day during the work week (ODOT 2018). Highway 51 has account for multiple collisions to include five deaths in the last two years and over 25 injured. The most contributing factor can be related back to speed or other speed related issues such as disobeying traffic control devices due to speed. In 2022 City of Coweta investigated 190 collisions with approximately 88 of those occurring on Highway 51.

Highway 51 is a business cut through between Tulsa and Broken Arrow, OK to the north and Muskogee, Porter, Wagoner and Haskell, OK to the south. This causes a heavy flow of traffic during work days with sometimes as few as two patrol officers covering the street and taking calls.

According to OHSO 2021 crash data, Coweta ranks high in distracted driving, number of fatal crashes, number of fatalities, unsafe speed KA crashes. There is also an increase in trend for unsafe speed KA crashes.

Project Description:

The Coweta Police Department will conduct overtime high visibility speed enforcement in support of state and national goals to reduce the incidence of KA crashes in their community. To identify those times and locations where KA crashes most often occur, the Project Director shall utilize state and local data and reference sources available. General traffic enforcement will address a greater variety of traffic violations, dependent upon local problem identification. This project will also emphasize speed enforcement, in response to local data-driven needs. Public information and education (PI&E) supporting enforcement activities will be conducted monthly as part of the HVE effort to inform and educate the public on the importance of traffic safety as well as the agency's ongoing effort to deter dangerous driving behaviors.

Funding is provided for in-state travel for project personnel to attend the Project Directors Training Course and/or annual OHSO Traffic Safety Summit.

Funding is provided for the purchase of 2 Lidars to assist in the identification and adjudication off speed related offenses.

The Coweta Police Department will participate in all NHTSA mobilizations in accordance with the terms of the grant agreement, and employ the following evidence-based strategies in conducting grant related activities:

Countermeasure: High Visibility Enforcement

Planned Activity: State and Local Speed High Visibility Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I-Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the "Start of Project Number for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.
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AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	Railroad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Teen Safety Programs	20.6000000	State and Community Highway Safety	402
M2	405b OP Low	20.6160000	Occupant Protection	405b
M3	21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405c
M5	405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

If you have any questions, please contact your Program Manager.

Budget Summary Projections

Cost Category Items	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	
I. Personnel													
A. Salaries	\$834.00	\$834.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$834.00	\$834.00	\$10,000.00
B. Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$
II. Travel													
A. In-State Travel	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$2,200.00
B. Out-of-State Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$
III. Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$
IV. Contractual Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$
V. Equipment	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Monthly Total	\$7,034.00	\$834.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$833.00	\$1,833.00	\$834.00	\$834.00	\$17,200.00

Budget Detail Projections

Cost Category Items			Project #		Description				
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual			
APR	MAY	JUN	JUL	AUG	SEP	Annual			
I.A.	1	SE-24-03-03-01	Salary for overtime speed traffic enforcement/PI&E (rate not to exceed 1.5 times regular hourly rate unless contractually required and approved by OHSO).						
\$834.00	\$834.00	\$833.00	\$833.00	\$833.00	\$833.00	\$5,000.00			
\$833.00	\$833.00	\$833.00	\$833.00	\$834.00	\$834.00	\$10,000.00			
II.A.	1	SE-24-03-03-01	In-state travel to include: registration, lodging, M&IE and transportation expenses in accordance with the State Travel Reimbursement Act.						
\$1,200.00	\$	\$	\$	\$	\$	\$1,200.00			
\$	\$	\$	\$1,000.00	\$	\$	\$2,200.00			
V.	1	SE-24-03-03-01	Purchase of two (2) Lidar units at \$2500 each for a total of \$5000.						
\$5,000.00	\$	\$	\$	\$	\$	\$5,000.00			
\$	\$	\$	\$	\$	\$	\$5,000.00			
\$	\$	\$	\$	\$	\$	\$0.00			
\$	\$	\$	\$	\$	\$	\$0.00			
\$	\$	\$	\$	\$	\$	\$0.00			
\$	\$	\$	\$	\$	\$	\$0.00			
\$	\$	\$	\$	\$	\$	\$0.00			

Activity/Milestones Projections

[illegible]

General Provisions – Part II

GLOSSARY OF DEFINITIONS

This glossary defines terms with meanings which may be unclear in the context in which they are used. These definitions are meant to apply only to the usage of these terms in this contract agreement.

Activity - The smallest unit of work that can be time-framed, quantified, and is critical to the success of a project.

Actual - The attained level of resources and/or accomplishments

Authorizing Official - The duly authorized representative of the State Agency, Local Subdivision or subrecipient agency having signatory authority and the responsibility of executing the contract agreement.

C. F. R. - Code of Federal Regulations

Director - The Director authorized by the Governor's Representative to direct the activities of the Oklahoma Highway Safety Office

DUNS Number – Data Universal Numbering System

FAIN Number – Federal Award Identification Number

FY - Fiscal year which starts October 1 and ends September 30 each year

Governor's Representative - A representative appointed by the Governor of Oklahoma to oversee the activities of the Oklahoma Highway Safety Office

Grantor Agency - Oklahoma Highway Safety Office

Local Subdivision - An administrative division of local government

Milestone - A level of accomplishment of an activity within a specific period of time

Obligated - The proposed level of resources and/or accomplishments

OMB - Office of Management and Budget (Federal)

OHSO - Oklahoma Highway Safety Office

OS - Oklahoma Statute

Program Manager - An OHSO staff member authorized to act as the liaison between the Highway Safety Office and the State Agency or Local Subdivision in all matters pertaining to a contract.

Project Director - A representative of the State Agency, Local Subdivision or subrecipient agency responsible for directing the activities of the project as outlined in the contract agreement

Projection - An anticipated level of performance or expenditure necessary to attain the stated project goal(s).

Project Number - A number assigned to one of the highway safety program areas as defined by the Highway Safety Act of 1966.

QTD - Quarter-to-date.

State Agency - An administrative division of state government.

Subrecipient - An agency or organization receiving pass-through funds from the OHSO through a duly authorized grant agreement, Memorandum or Agreement or Memorandum of Understanding

TTA Number – Taxpayer's Transparency Act number

U. S. C. - United States Code

YTD - Year-to-date

REGULATIONS AND DIRECTIVES

The subrecipient, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Project Implementation

Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Nondiscrimination

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities "). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

3. Political Activity (Hatch Act)

(applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Buy America Act
(applies to subrecipients as well as States)

The state and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

5. Prohibition on using grant funds to check for helmet usage.
(applies to subrecipients as well as State)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds:

- Ownership of equipment purchased is vested in the subrecipient, who must use the property only for the authorized purpose of this project (2 CFR Part 200.313)
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory;
- Equipment maintenance and liability coverage are the subrecipient's responsibility;
- Subrecipient shall not remove, transfer, or dispose of the property without prior written approval from OHSO;
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report.

To dispose of ANY equipment, the subrecipient *MUST*:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until subrecipient receives letter of approval;
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a. participating in covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or b. performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9.9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is
1. presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MPH Industries, Inc.
316 East 9th Street
Owensboro KY 42303
Phone: 888-689-9222
Fax: 270-685-6288

Date: 6/9/2023
Expires: 8/8/2023
Reference:
Terms: NET 30 DAYS



Sales Person: Brandy Atherton
Phone: 888-689-9222
Fax: 270-685-6288
Email: bmatherton@mphindustries.com

QUOTE: 37126

Quote To: COWETA POLICE DEPARTMENT
212 NORTH BROADWAY
COWETA OK 74429
USA

Phone: Fax:

Email:

Customer #: 200025

Ship To: COWETA POLICE DEPARTMENT
212 NORTH BROADWAY
COWETA, OK 74429
USA

Phone #: Fax #:

Email:

Ship Via: Best Way GND

USD

Line	Part	Description	Rev
1	SHOT-STD	Sure Shot Lidar Includes: Hand-held laser gun with rugged anodized aluminum housing, back-lit touch screen menu, 8 AA rechargeable batteries with AC charger, 12 Volt power cable, Follow Too Close Software, Hard Carry Case and 2 year warranty.	1

Sales Kit

Kit Components			
Kit Seq.	Part Number	Description	Qty Per
1.001	880010	LASER,OVER/UNDER,SU	1 EA
1.002	803669	CHARGER,PWR,12VDC,M	1 EA
		Quantity	2 EA
		Unit Price	2,495.00
		Ext Price:	4,990.00

Line	Part	Description	Rev
4	550004	\$0 Shipping per contract	
		Quantity	2 EA
		Unit Price	
		Ext Price:	
		Total:	4,990.00
Plus shipping and any applicable taxes			

Thank you for an opportunity to quote.



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: Roger Kolman, City Manager
Re: Cox Phone and Internet Services
Date: August 4, 2023

BACKGROUND

The City entered into an agreement in 2018 with Cox for the provision of phone and internet service. A new phone system was included in that agreement, which is now up for renewal.

Staff has negotiated reduced rates with Cox, resulting in annual savings of approximately \$11,000.

STAFF RECOMMENDATION

Staff recommends approval of a commercial services agreement with Cox for the provision of data and telephony services and the authorization of the City Manager to finalize and execute all documents related to the agreement.

ATTACHMENTS:

Cox Service Agreements (5)

Cox Account Rep:	Jack Bunds - 63989	Cox System Address:
Phone Number:	918-286-4437	11811 E. 51st Street
Fax Number:	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Coweta - City Hall	Full Name:	Julie Casteen
Street Address:	310 S BROADWAY	Billing Contact:	918-486-2189
City/State/Zip:	Coweta, Oklahoma 74429	Fax:	
Billing Address:		Contact Number:	918-279-7216
City/State/Zip:		Email Address:	jcasteen@cityofcoweta-ok.gov
Cox Account #:	186-0676501-02, 186-0676510-02		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
VoiceManager Utility Package	1	1	\$15.00	60	\$15.00	
VoiceManager Flat Rated Local Line	1	1	\$0.00	60	\$0.00	
Cox Service Assurance Plan	1	1	\$2.00	60	\$2.00	
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	
VoiceManager Virtual Mailbox	1	1	\$0.00	60	\$0.00	
Fax to Email	1	1	\$9.95	60	\$9.95	
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	
IP Centrex Complete Seat	22	23	\$25.75	60	\$592.25	
IP Centrex Flat Rate Line	22	23	\$0.00	60	\$0.00	
Cisco Webex Basic for IP Centrex	2	23	\$0.00	60	\$0.00	
Unified Communications - Mobile App	2	23	\$0.00	60	\$0.00	
Unified Communications - Tablet App	2	23	\$0.00	60	\$0.00	
Cox Service Assurance Plan	22	23	\$2.00	60	\$46.00	
Individual Business Mailbox	22	23	\$0.00	60	\$0.00	
VoiceManager Unified Messaging	22	23	\$0.00	60	\$0.00	
Readable Voice Mail	22	23	\$0.00	60	\$0.00	
Cox Business Unlimited	22	23	\$0.00	60	\$0.00	
Directory Listing-Non Published	21	21	\$0.00	60	\$0.00	
Panasonic TGP 600 Base Lease	0	1	\$1.95	60	\$1.95	
Cisco MPP 8841 IP Phone Lease	0	21	\$1.95	60	\$40.95	
Cisco MPP 8851 IP Phone Lease	1	1	\$1.95	60	\$1.95	
Cisco Digital KEM Lease	3	3	\$3.00	60	\$9.00	
Cisco MPP 8800 KEM Lease	1	1	\$2.95	60	\$2.95	
IP Centrex Multi-Level Auto Attendant -Advanced	1	1	\$0.00	M-M	\$0.00	
Call Detail Reporting	1	1	\$0.00	60	\$0.00	
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	
IP Centrex Pilot Number Hunting	10	10	\$0.00	60	\$0.00	
Directory Listing-Non Published	10	10	\$0.00	60	\$0.00	
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	
IP Centrex Flat Rate Line	1	1	\$0.00	60	\$0.00	
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	
Directory Listing - Published	1	1	\$0.00	60	\$0.00	
IP Centrex Call Path	15	15	\$0.00	60	\$0.00	
10Mb SIP Trunk Group Port	1	1	\$0.00	M-M	\$0.00	

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 100 Mbps	1	1	\$780.00	60	\$780.00	
Cox WiFi 10 Free Access Accounts	1	1	\$0.00	60	\$0.00	
Static IPv4 LAN Address Block - /29	1	1	\$0.00	M-M	\$0.00	
Metro E-100Mb UNI Interstate *	1	1	\$485.00	60	\$485.00	
Cox Business TV	1	1	\$0.00	60	\$0.00	
Business TV Starter - Primary Outlet	1	1	\$26.20	60	\$26.20	
Business TV Essential Service - Primary Outlet	1	1	\$71.80	60	\$71.80	
Regional Sports Surcharge	1	1	\$0.00	60	\$0.00	
Digital Adapter	1	1	\$1.99	60	\$1.99	
Cox Business TV - Additional Outlet(s)	8	8	\$0.00	60	\$0.00	
Business TV Starter - Additional Outlet(s)	8	8	\$1.50	60	\$12.00	
Business TV Essential Service - Additional Outlet(s)	8	8	\$1.50	60	\$12.00	
Digital Adapter	8	8	\$1.99	60	\$15.92	
Totals:					\$2,109.91	\$0.00

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

SLA - The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

BUSINESS

Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. COI Service Installation Delays

(a) COI Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Ethernet WAN (E-WAN) Private Line Transport Service Service Level Agreement

1. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Ethernet WAN (E-WAN) Private Line Transport Services (“E-WAN Services”) provided to the Customer.

2. E-WAN Network Availability. Cox’s objective is to make the E-WAN Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service, (collectively and individually, (i) and (ii) shall be referred to as “E-WAN Network Availability”). The E-WAN Network Availability is calculated by dividing the number of minutes that the E-WAN Services are available for Customer’s use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the E-WAN Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the E-WAN Network Availability objective. For example, if the E-WAN Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or E-WAN Service Interruption during the applicable month, Cox will be deemed to have met the E-WAN Network Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. E-WAN Service Interruption. An “E-WAN Service Interruption” is a loss of signal to the Customer that results in a total disruption of E-WAN Service beyond the E-WAN Network Availability level. Any E-WAN Service Interruption, outage, degradation of E-WAN Service or a failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying E-WAN Service Interruption. An E-WAN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the E-WAN Services to Customer.

4. Service Response and Repair. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic

component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. Service Credits. The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9.

(a) E-WAN Service Interruption Service Credit. The available Service Credit for an E-WAN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected E-WAN Services experiencing a qualifying E-WAN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying E-WAN Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>E-WAN Services Interruption Length</i>	<i>Credit of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) Network Latency Service Credit. Network Latency, as it relates to E-WAN Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for E-WAN Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level for E-WAN Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for E-WAN Service is greater than Fifty (50) milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected E-WAN Services for any Network Latency in a calendar month.

(c) Data Delivery Service Credit. Data Delivery Rate, as it relates to E-WAN Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Date Delivery Rate”). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate for E-WAN Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for E-WAN Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for the portion of the affected E-WAN Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the E-WAN Services experience an E-WAN Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities/Trouble Reports.

Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report E-WAN Service troubles, including E-WAN Services Interruptions, Network Latency and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A “Trouble Report” means any report made by Customer relating to the E-WAN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying E-WAN Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. E-WAN Service Installation Delays.

(a) E-WAN Service Installation and Availability.

Cox will make commercially reasonable efforts to install, provision and make the E-WAN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any (“Estimated Install Date”). E-WAN Services shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the E-WAN Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the E-WAN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an “Installation Delay Credit” of One Hundred Percent (100%) off the standard nonrecurring charge (“NRC”) paid by Customer for the portion of the E-WAN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing E-WAN Services to Customer.

(c) Exceptions to Installation Delay Credits.

Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions to Credit Allowance

(a) **Exceptions:** Credit Allowances shall not be provided for any E-WAN Services Interruptions or failure to meet the E-WAN Service Availability, Data Restoration Rate or Network Latency objectives, estimated restoration time, Estimated Install Date or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the E-WAN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the E-WAN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or E-WAN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same E-WAN Service Interruption, deficiency, degradation, delay, or issue (b) for E-WAN Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a E-WAN Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site),

or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any E-WAN Service locations served via a third party, Cox may pass through any E-WAN Service credits it receives from the third party associated with any E-WAN Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected E-WAN Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data Delivery Rate, Service Interruptions and Installation Delay Credits will be no more than one (1) full MRC for the affected E-WAN Service. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any E-WAN Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the E-WAN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Commercial Services Agreement 6/15/2023

Cox Account Rep:	Jack Bunds	Cox System Address
Phone Number:	(918) 286-4437	
Fax Number:	(877) 873-8923	

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CITY OF COWETA - POLICE	Full Name:	Julie Casteen
Street Address:	212 N Broadway	Billing Telephone:	(918) 486-6532
City/State/Zip:	Coweta, OK 74429	Fax:	
Billing Address:	PO Box 850	Contact Number:	(918) 279-7216
City/State/Zip:	Coweta, OK 74429	Email:	jcasteen1@cityofcoweta-ok.gov
Cox Account #:	186-61340802,186-73540301		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 50 - 50Mbps x 10Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	1	1	\$98.00	60	\$98.00	\$0.00
Static IP Address	1	1	\$10.00	60	\$10.00	\$0.00
Cox Business Additional Email	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Additional Email	1	1	\$0.00	60	\$0.00	\$0.00
EVC Standard Interstate	1	1	\$0.00	1	\$0.00	\$0.00
Metro E-100Mb UNI Interstate	1	1	\$485.00	60	\$485.00	\$0.00
Install Fees						

Totals:	\$593.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

SLA - The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Cox Ethernet WAN (E-WAN) Private Line Transport Service Service Level Agreement

1. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Ethernet WAN (E-WAN) Private Line Transport Services (“E-WAN Services”) provided to the Customer.

2. E-WAN Network Availability. Cox’s objective is to make the E-WAN Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service, (collectively and individually, (i) and (ii) shall be referred to as “E-WAN Network Availability”). The E-WAN Network Availability is calculated by dividing the number of minutes that the E-WAN Services are available for Customer’s use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the E-WAN Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the E-WAN Network Availability objective. For example, if the E-WAN Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or E-WAN Service Interruption during the applicable month, Cox will be deemed to have met the E-WAN Network Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. E-WAN Service Interruption. An “E-WAN Service Interruption” is a loss of signal to the Customer that results in a total disruption of E-WAN Service beyond the E-WAN Network Availability level. Any E-WAN Service Interruption, outage, degradation of E-WAN Service or a failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying E-WAN Service Interruption. An E-WAN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the E-WAN Services to Customer.

4. Service Response and Repair. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic

component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. Service Credits. The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9.

(a) E-WAN Service Interruption Service Credit. The available Service Credit for an E-WAN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected E-WAN Services experiencing a qualifying E-WAN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying E-WAN Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>E-WAN Services Interruption Length</i>	<i>Credit of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) Network Latency Service Credit. Network Latency, as it relates to E-WAN Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for E-WAN Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level for E-WAN Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for E-WAN Service is greater than Fifty (50) milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected E-WAN Services for any Network Latency in a calendar month.

(c) Data Delivery Service Credit. Data Delivery Rate, as it relates to E-WAN Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Date Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate for E-WAN Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for E-WAN Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for the portion of the affected E-WAN Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the E-WAN Services experience an E-WAN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities/Trouble Reports.

Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report E-WAN Service troubles, including E-WAN Services Interruptions, Network Latency and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the E-WAN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying E-WAN Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. E-WAN Service Installation Delays.

(a) E-WAN Service Installation and Availability.

Cox will make commercially reasonable efforts to install, provision and make the E-WAN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). E-WAN Services shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the E-WAN Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the E-WAN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the E-WAN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing E-WAN Services to Customer.

(c) Exceptions to Installation Delay Credits.

Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions to Credit Allowance

(a) **Exceptions:** Credit Allowances shall not be provided for any E-WAN Services Interruptions or failure to meet the E-WAN Service Availability, Data Restoration Rate or Network Latency objectives, estimated restoration time, Estimated Install Date or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the E-WAN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the E-WAN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or E-WAN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same E-WAN Service Interruption, deficiency, degradation, delay, or issue (b) for E-WAN Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a E-WAN Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site),

or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any E-WAN Service locations served via a third party, Cox may pass through any E-WAN Service credits it receives from the third party associated with any E-WAN Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected E-WAN Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data Delivery Rate, Service Interruptions and Installation Delay Credits will be no more than one (1) full MRC for the affected E-WAN Service. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any E-WAN Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the E-WAN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Commercial Services Agreement 6/16/2023

Cox Account Rep:	Jack Bunds	Cox System Address
Phone Number:	(918) 286-4437	
Fax Number:	(877) 873-8923	

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Coweta - Fire	Full Name:	Julie Casteen
Street Address:	127 W Chestnut St	Billing Telephone:	(999) 999-9999
City/State/Zip:	Coweta, OK 74429	Fax:	
Billing Address:	PO Box 850	Contact Number:	(918) 279-7216
City/State/Zip:	Coweta, OK 74429	Email:	jcasteen1@cityofcoweta-ok.gov
Cox Account #:	186-78805501,186-78797801		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Call Detail Reporting	1	1	\$0.00	60	\$0.00	\$0.00
Group Paging	1	1	\$0.00	60	\$0.00	\$0.00
20Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Multi-Level Auto Attendant -Advanced	1	1	\$0.00	1	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	1	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	1	1	\$20.00	60	\$20.00	\$0.00
Cox Service Assurance Plan	1	1	\$3.00	60	\$3.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Complete Seat	5	5	\$25.75	60	\$128.75	\$0.00
Individual Business Mailbox	5	5	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	5	5	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	5	5	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	5	5	\$2.00	60	\$10.00	\$0.00
IP Centrex Call Path	5	5	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	5	5	\$0.00	60	\$0.00	\$0.00
Cisco SPA 508IP Phone Lease	5	5	\$0.00	60	\$0.00	\$0.00
Install Fees						

Totals:	\$161.75	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

SLA - The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Commercial Services Agreement

6/16/2023

Cox Account Rep:	Jack Bunds	Cox System Address
Phone Number:	(918) 286-4437	
Fax Number:	(877) 873-8923	

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Coweta Public Library	Full Name:	Julie Casteen
Street Address:	120 E Sycamore St	Billing Telephone:	(918) 486-2189
City/State/Zip:	Coweta, OK 74429	Fax:	
Billing Address:	PO Box 850	Contact Number:	(918) 279-7216
City/State/Zip:	Coweta, OK 74429	Email:	jcasteen1@cityofcoweta-ok.gov
Cox Account #:	186-67681102,186-66931001		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Optical Internet 100 Mbps	1	1	\$745.00	1	\$745.00	\$0.00
Metro-E EVC - Fiber Standard	1	1	\$0.00	1	\$0.00	\$0.00
IP Address Block - /31 (2 Ips)	1	1	\$0.00	1	\$0.00	\$0.00
IP Address Block - /30 (4 IPs)	1	1	\$0.00	1	\$0.00	\$0.00
Metro E-20Mb UNI Interstate	1	1	\$330.00	60	\$330.00	\$0.00
VoiceManager Utility Package w/ Flat Rated Line	1	1	\$15.00	60	\$15.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	1	0	\$0.00	60	\$0.00	\$0.00
20Mb SIP Trunk Group Port	1	1	\$0.00	1	\$0.00	\$0.00
IP Centrex Multi-Level Auto Attendant -Advanced	1	1	\$0.00	1	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	1	\$0.00	\$0.00
IP Centrex Pilot Number Hunting	1	1	\$0.00	60	\$0.00	\$0.00
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	\$0.00
IP Centrex Additional Line	1	1	\$0.00	60	\$0.00	\$0.00
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	\$0.00
Individual Business Mailbox	5	5	\$0.00	60	\$0.00	\$0.00
IP Centrex Complete Seat	5	5	\$25.75	60	\$128.75	\$0.00
Cox Business Unlimited	5	5	\$0.00	60	\$0.00	\$0.00
Cisco MPP 8841 IP Phone	0	5	\$1.95	60	\$9.75	\$0.00
Directory Listing-Non Published	5	5	\$0.00	60	\$0.00	\$0.00
Cox Service Assurance Plan	5	5	\$2.00	60	\$10.00	\$0.00
IP Centrex Call Path	5	5	\$0.00	60	\$0.00	\$0.00
VoiceManager Unified Messaging	5	5	\$0.00	60	\$0.00	\$0.00
Cisco SPA 508IP Phone Lease	5	0	\$0.00	60	\$0.00	\$0.00

Install Fees						
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Totals:	\$1238.50	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

SLA - The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

BUSINESS

Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. COI Service Installation Delays

(a) COI Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Ethernet WAN (E-WAN) Private Line Transport Service Service Level Agreement

1. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Ethernet WAN (E-WAN) Private Line Transport Services (“E-WAN Services”) provided to the Customer.

2. E-WAN Network Availability. Cox’s objective is to make the E-WAN Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service, (collectively and individually, (i) and (ii) shall be referred to as “E-WAN Network Availability”). The E-WAN Network Availability is calculated by dividing the number of minutes that the E-WAN Services are available for Customer’s use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the E-WAN Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the E-WAN Network Availability objective. For example, if the E-WAN Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or E-WAN Service Interruption during the applicable month, Cox will be deemed to have met the E-WAN Network Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. E-WAN Service Interruption. An “E-WAN Service Interruption” is a loss of signal to the Customer that results in a total disruption of E-WAN Service beyond the E-WAN Network Availability level. Any E-WAN Service Interruption, outage, degradation of E-WAN Service or a failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying E-WAN Service Interruption. An E-WAN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the E-WAN Services to Customer.

4. Service Response and Repair. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic

component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. Service Credits. The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9.

(a) E-WAN Service Interruption Service Credit. The available Service Credit for an E-WAN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected E-WAN Services experiencing a qualifying E-WAN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying E-WAN Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>E-WAN Services Interruption Length</i>	<i>Credit of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) Network Latency Service Credit. Network Latency, as it relates to E-WAN Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for E-WAN Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level for E-WAN Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for E-WAN Service is greater than Fifty (50) milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected E-WAN Services for any Network Latency in a calendar month.

(c) Data Delivery Service Credit. Data Delivery Rate, as it relates to E-WAN Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Date Delivery Rate”). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate for E-WAN Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for E-WAN Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for the portion of the affected E-WAN Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the E-WAN Services experience an E-WAN Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities/Trouble Reports.

Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report E-WAN Service troubles, including E-WAN Services Interruptions, Network Latency and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A “Trouble Report” means any report made by Customer relating to the E-WAN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying E-WAN Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. E-WAN Service Installation Delays.

(a) E-WAN Service Installation and Availability.

Cox will make commercially reasonable efforts to install, provision and make the E-WAN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any (“Estimated Install Date”). E-WAN Services shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the E-WAN Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the E-WAN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an “Installation Delay Credit” of One Hundred Percent (100%) off the standard nonrecurring charge (“NRC”) paid by Customer for the portion of the E-WAN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing E-WAN Services to Customer.

(c) Exceptions to Installation Delay Credits.

Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions to Credit Allowance

(a) **Exceptions:** Credit Allowances shall not be provided for any E-WAN Services Interruptions or failure to meet the E-WAN Service Availability, Data Restoration Rate or Network Latency objectives, estimated restoration time, Estimated Install Date or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the E-WAN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the E-WAN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or E-WAN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same E-WAN Service Interruption, deficiency, degradation, delay, or issue (b) for E-WAN Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a E-WAN Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site),

or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any E-WAN Service locations served via a third party, Cox may pass through any E-WAN Service credits it receives from the third party associated with any E-WAN Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected E-WAN Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data Delivery Rate, Service Interruptions and Installation Delay Credits will be no more than one (1) full MRC for the affected E-WAN Service. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any E-WAN Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the E-WAN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Account Rep:	Jack Bunds - 63989	Cox System Address:
Phone Number:	918-286-4437	11811 E. 51st Street
Fax Number:	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of Coweta - Maintenance	Full Name:	Roger Kolman
Street Address:	123 W CHESTNUT	Billing Contact:	918-486-2189
City/State/Zip:	Coweta, Oklahoma 74429	Fax:	
Billing Address:		Contact Number:	918-486-2189
City/State/Zip:		Email Address:	rkolman@cityofcoweta-ok.gov
Cox Account #:	186-0677446-02		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
IP Centrex Complete Seat	1	1	\$25.75	60	\$25.75	
IP Centrex Flat Rate Line	1	1	\$0.00	60	\$0.00	
Call Detail Reporting	1	1	\$0.00	60	\$0.00	
Cox Service Assurance Plan	1	1	\$2.00	60	\$2.00	
Group Paging	1	1	\$0.00	60	\$0.00	
Individual Business Mailbox	1	1	\$0.00	60	\$0.00	
VoiceManager Unified Messaging	1	1	\$0.00	60	\$0.00	
Readable Voice Mail	1	1	\$0.00	60	\$0.00	
Cox Business Unlimited	1	1	\$0.00	60	\$0.00	
Directory Listing-Non Published	1	1	\$0.00	60	\$0.00	
Cisco MPP 8841 IP Phone Lease	1	1	\$0.00	60	\$0.00	
IP Centrex Call Path	1	1	\$0.00	60	\$0.00	
3Mb SIP Trunk Group Port	1	1	\$0.00	60	\$0.00	
- Instant Group CALL	1	1	\$0.00	60	\$0.00	
CBI 10 - 10Mbps x 2Mbps	1	1	\$61.20	60	\$61.20	
Static IP Address	1	1	\$0.00	60	\$0.00	
Security Suite - 25 PC	1	1	\$0.00	60	\$0.00	
Cox Business Email - 1 Mailbox	2	2	\$0.00	60	\$0.00	
Cox WiFi 10 Free Access Accounts	1	1	\$0.00	60	\$0.00	
CBI Gateway	1	1	\$9.99	60	\$9.99	
CBI Gateway Cox WiFi Opt In	1	1	\$0.00	60	\$0.00	
Totals:					\$98.94	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

SPECIAL CONDITIONS

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the service Terms do not apply. Any indemnification by Customer, whether referenced in the Agreement or other document incorporated by reference, shall be to extent permitted by law.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC dba Cox Business, Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

BUSINESS

Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. COI Service Installation Delays

(a) COI Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.



Cox Ethernet WAN (E-WAN) Private Line Transport Service Service Level Agreement

1. Scope. This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Ethernet WAN (E-WAN) Private Line Transport Services (“E-WAN Services”) provided to the Customer.

2. E-WAN Network Availability. Cox’s objective is to make the E-WAN Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service, (collectively and individually, (i) and (ii) shall be referred to as “E-WAN Network Availability”). The E-WAN Network Availability is calculated by dividing the number of minutes that the E-WAN Services are available for Customer’s use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the E-WAN Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the E-WAN Network Availability objective. For example, if the E-WAN Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or E-WAN Service Interruption during the applicable month, Cox will be deemed to have met the E-WAN Network Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. E-WAN Service Interruption. An “E-WAN Service Interruption” is a loss of signal to the Customer that results in a total disruption of E-WAN Service beyond the E-WAN Network Availability level. Any E-WAN Service Interruption, outage, degradation of E-WAN Service or a failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying E-WAN Service Interruption. An E-WAN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the E-WAN Services to Customer.

4. Service Response and Repair. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic

component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. Service Credits. The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9.

(a) E-WAN Service Interruption Service Credit. The available Service Credit for an E-WAN Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected E-WAN Services experiencing a qualifying E-WAN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying E-WAN Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>E-WAN Services Interruption Length</i>	<i>Credit of the MRC for the portion of the E-WAN Services experiencing an E-WAN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) Network Latency Service Credit. Network Latency, as it relates to E-WAN Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for E-WAN Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level for E-WAN Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for E-WAN Service is greater than Fifty (50) milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected E-WAN Services for any Network Latency in a calendar month.

(c) Data Delivery Service Credit. Data Delivery Rate, as it relates to E-WAN Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Date Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate for E-WAN Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Data Delivery Rate for E-WAN Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for the portion of the affected E-WAN Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the E-WAN Services experience an E-WAN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities/Trouble Reports.

Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report E-WAN Service troubles, including E-WAN Services Interruptions, Network Latency and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the E-WAN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying E-WAN Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. E-WAN Service Installation Delays.

(a) E-WAN Service Installation and Availability.

Cox will make commercially reasonable efforts to install, provision and make the E-WAN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). E-WAN Services shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the E-WAN Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the E-WAN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the E-WAN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing E-WAN Services to Customer.

(c) Exceptions to Installation Delay Credits.

Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions to Credit Allowance

(a) **Exceptions:** Credit Allowances shall not be provided for any E-WAN Services Interruptions or failure to meet the E-WAN Service Availability, Data Restoration Rate or Network Latency objectives, estimated restoration time, Estimated Install Date or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the E-WAN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the E-WAN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or E-WAN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same E-WAN Service Interruption, deficiency, degradation, delay, or issue (b) for E-WAN Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a E-WAN Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site),

or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any E-WAN Service locations served via a third party, Cox may pass through any E-WAN Service credits it receives from the third party associated with any E-WAN Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected E-WAN Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data Delivery Rate, Service Interruptions and Installation Delay Credits will be no more than one (1) full MRC for the affected E-WAN Service. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any E-WAN Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the E-WAN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Special Conditions	
Promotion Details	
This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://ww2.cox.com/business/voice/regulatory.cox ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.	
Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



August 3, 2023

Roger Kolman, City Manager
City of Coweta
PO Box 850
Coweta, OK 74429

Reference: City of Coweta – Parking Lot
Engineer's Recommendation for Award
Bid Number: PAV23-001

Dear Mr. Kolman:

Pursuant to the bid opening held on August 3, 2023, attached please find the bid tabulation for the subject project. The bid opening consisted of six (6) responsive bidders.

The apparent low base bidder of \$160,000.00 for the subject project is Tri-Star Construction. To the review of the bid package, bonds, and bid tabulation, the low bid is accurate and complete.

After careful review and consideration, Cowan Group Engineering recommends City of Coweta award the subject contract to the low base bidder, Tri-Star Construction, at \$160,000.00.

Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink, appearing to read 'Cainan Anthony', written over the company name.

Cainan Anthony, P.E.
Construction Manager

cc: file



COWAN GROUP ENGINEERING, LLC
7100 N Classen, Suite 500
OKLAHOMA CITY, OK 73116
405.463.3369 O

City of Coweta

Parking Lot

BID NO. PAV23-001

DATE August 3, 2023

I do solemnly swear that the below amount is correct,
reasonable and just.

Cainan Anthony, P.E.



BASE BID	BID: PAV23-001																		
ITEM NUMBER	DESCRIPTION	QTY	UNIT	TriStar Construction, LLC.		KSL Dirtworks		Envision Civil Contractors, LLC.		Glover & Associates									
1	CLEARING AND GRUBBING	1	LSUM	\$	1,800.00	\$	1,800.00	\$	602.55	\$	602.55	\$	13,668.50	\$	13,668.50	\$	788.13	\$	788.13
2	EARTHWORK	1	LSUM	\$	4,500.00	\$	4,500.00	\$	16,628.32	\$	16,628.32	\$	21,259.25	\$	21,259.25	\$	18,501.09	\$	18,501.09
3	TEMPORARY SILT FENCE	231	LF	\$	2.00	\$	462.00	\$	3.14	\$	725.34	\$	9.00	\$	2,079.00	\$	2.77	\$	639.87
4	SOLID SLAB SODDING	218	SY	\$	11.00	\$	2,398.00	\$	7.72	\$	1,682.96	\$	7.50	\$	1,635.00	\$	9.96	\$	2,171.28
5	AGGREGATE BASE TYPE A	165	CY	\$	65.00	\$	10,725.00	\$	61.44	\$	10,137.60	\$	85.00	\$	14,025.00	\$	52.61	\$	8,680.65
6	P.C. CONCRETE PAVEMENT (PLACEMENT)	494	SY	\$	42.00	\$	20,748.00	\$	37.15	\$	18,352.10	\$	35.50	\$	17,537.00	\$	68.45	\$	33,814.30
7	P.C. CONCRETE PAVEMENT (6" THICK)	165	CY	\$	230.00	\$	37,950.00	\$	222.94	\$	36,785.10	\$	228.50	\$	37,702.50	\$	259.50	\$	42,817.50
8	2'-8" COMB.CRB. & GUT.(6" BARRIER)	697	LF	\$	30.00	\$	20,910.00	\$	35.09	\$	24,457.73	\$	17.50	\$	12,197.50	\$	47.75	\$	33,281.75
9	4" CONCRETE SIDEWALK	308	SY	\$	45.00	\$	13,860.00	\$	70.74	\$	21,787.92	\$	55.75	\$	17,171.00	\$	65.00	\$	20,020.00
10	TACTILE WARNING DEVICE-NEW	60	SF	\$	23.00	\$	1,380.00	\$	30.07	\$	1,804.20	\$	133.00	\$	7,980.00	\$	26.00	\$	1,560.00
11	CONCRETE FLUME	1	EA	\$	2,600.00	\$	2,600.00	\$	5,752.67	\$	5,752.67	\$	3,908.50	\$	3,908.50	\$	7,200.00	\$	7,200.00
12	REMOVAL OF STRUCTURES & OBSTRUCTIONS	1	LSUM	\$	1,617.80	\$	1,617.80	\$	602.55	\$	602.55	\$	3,440.50	\$	3,440.50	\$	788.16	\$	788.16
13	REMOVAL OF CONCRETE PAVEMENT	64	SY	\$	8.00	\$	512.00	\$	11.59	\$	741.76	\$	63.00	\$	4,032.00	\$	116.16	\$	7,434.24
14	REMOVAL OF ASPHALT DRIVEWAY	516	SY	\$	8.00	\$	4,128.00	\$	4.83	\$	2,492.28	\$	17.00	\$	8,772.00	\$	14.21	\$	7,332.36
15	REMOVAL OF GRAVEL DRIVEWAY	78	SY	\$	4.00	\$	312.00	\$	7.50	\$	585.00	\$	48.00	\$	3,744.00	\$	9.54	\$	744.12
16	SAWING PAVEMENT	419	LF	\$	1.50	\$	628.50	\$	1.91	\$	800.29	\$	6.00	\$	2,514.00	\$	4.62	\$	1,935.78
17	PIPE RAILING	21	LF	\$	300.00	\$	6,300.00	\$	246.93	\$	5,185.53	\$	159.00	\$	3,339.00	\$	422.12	\$	8,864.52
18	CONSTRUCTION STAKING LEVEL I	1	LSUM	\$	1,500.00	\$	1,500.00	\$	2,892.24	\$	2,892.24	\$	4,430.00	\$	4,430.00	\$	6,200.00	\$	6,200.00
19	MOBILIZATION	1	LSUM	\$	16,000.00	\$	16,000.00	\$	12,607.91	\$	12,607.91	\$	22,500.00	\$	22,500.00	\$	5,600.00	\$	5,600.00
20	(PL) REMOVE & RESET EXISTING SIGNS	1	EA	\$	370.00	\$	370.00	\$	421.79	\$	421.79	\$	1,415.50	\$	1,415.50	\$	434.00	\$	434.00
21	SHEET ALUMINUM SIGNS	62	SF	\$	24.00	\$	1,488.00	\$	27.72	\$	1,718.64	\$	54.50	\$	3,379.00	\$	24.88	\$	1,542.56
22	2" SQUARE TUBE POST	82	LF	\$	16.75	\$	1,373.50	\$	19.28	\$	1,580.96	\$	27.50	\$	2,255.00	\$	8.72	\$	715.04
23	TRAFFIC STRIPE (MULTI-POLY) (4" WIDE)	468	LF	\$	3.40	\$	1,591.20	\$	3.92	\$	1,834.56	\$	4.50	\$	2,106.00	\$	14.25	\$	6,669.00
24	TRAFFIC STRIPE (MULTI-POLY) (24" WIDE)	469	LF	\$	9.00	\$	4,221.00	\$	10.25	\$	4,807.25	\$	15.50	\$	7,269.50	\$	16.15	\$	7,574.35
25	CONSTRUCTION TRAFFIC CONTROL	1	LSUM	\$	2,625.00	\$	2,625.00	\$	3,012.75	\$	3,012.75	\$	1,000.00	\$	1,000.00	\$	3,200.00	\$	3,200.00
BASE BID TOTAL						\$	160,000.00			\$	178,000.00			\$	219,359.75			\$	228,508.70

	Mathematical Error
	Low Bidder

BASE BID	BID: PAV-23-001										
ITEM NUMBER	DESCRIPTION	QTY	UNIT	Ground Level, LLC.		LearCon, LLC.					
1	CLEARING AND GRUBBING	1	LSUM	\$	5,000.00	\$	5,000.00	\$	6,419.92	\$	6,419.92
2	EARTHWORK	1	LSUM	\$	35,000.00	\$	35,000.00	\$	30,413.73	\$	30,413.73
3	TEMPORARY SILT FENCE	231	LF	\$	4.00	\$	924.00	\$	34.34	\$	7,932.54
4	SOLID SLAB SODDING	218	SY	\$	6.00	\$	1,308.00	\$	8.83	\$	1,924.94
5	AGGREGATE BASE TYPE A	165	CY	\$	60.00	\$	9,900.00	\$	107.85	\$	17,795.25
6	P.C. CONCRETE PAVEMENT (PLACEMENT)	494	SY	\$	40.00	\$	19,760.00	\$	69.34	\$	34,253.96
7	P.C. CONCRETE PAVEMENT (6" THICK)	165	CY	\$	175.00	\$	28,875.00	\$	483.53	\$	79,782.45
8	2'-8" COMB.CRB. & GUT.(6" BARRIER)	697	LF	\$	40.00	\$	27,880.00	\$	27.79	\$	19,369.63
9	4" CONCRETE SIDEWALK	308	SY	\$	75.00	\$	23,100.00	\$	61.41	\$	18,914.28
10	TACTILE WARNING DEVICE-NEW	60	SF	\$	100.00	\$	6,000.00	\$	12.84	\$	770.40
11	CONCRETE FLUME	1	EA	\$	5,500.00	\$	5,500.00	\$	3,209.96	\$	3,209.96
12	REMOVAL OF STRUCTURES & OBSTRUCTIONS	1	LSUM	\$	25,000.00	\$	25,000.00	\$	6,419.92	\$	6,419.92
13	REMOVAL OF CONCRETE PAVEMENT	64	SY	\$	25.00	\$	1,600.00	\$	70.22	\$	4,494.08
14	REMOVAL OF ASPHALT DRIVEWAY	516	SY	\$	25.00	\$	12,900.00	\$	13.69	\$	7,064.04
15	REMOVAL OF GRAVEL DRIVEWAY	78	SY	\$	25.00	\$	1,950.00	\$	49.38	\$	3,851.64
16	SAWING PAVEMENT	419	LF	\$	10.00	\$	4,190.00	\$	10.73	\$	4,495.87
17	PIPE RAILING	21	LF	\$	300.00	\$	6,300.00	\$	256.80	\$	5,392.80
18	CONSTRUCTION STAKING LEVEL I	1	LSUM	\$	13,000.00	\$	13,000.00	\$	6,419.92	\$	6,419.92
19	MOBILIZATION	1	LSUM	\$	24,000.00	\$	24,000.00	\$	23,111.71	\$	23,111.71
20	(PL) REMOVE & RESET EXISTING SIGNS	1	EA	\$	500.00	\$	500.00	\$	1,027.19	\$	1,027.19
21	SHEET ALUMINUM SIGNS	62	SF	\$	44.00	\$	2,728.00	\$	31.06	\$	1,925.72
22	2" SQUARE TUBE POST	82	LF	\$	17.50	\$	1,435.00	\$	15.66	\$	1,284.12
23	TRAFFIC STRIPE (MULTI-POLY) (4" WIDE)	468	LF	\$	2.50	\$	1,170.00	\$	4.49	\$	2,101.32
24	TRAFFIC STRIPE (MULTI-POLY) (24" WIDE)	469	LF	\$	15.00	\$	7,035.00	\$	4.49	\$	2,105.81
25	CONSTRUCTION TRAFFIC CONTROL	1	LSUM	\$	8,125.00	\$	8,125.00	\$	6,419.92	\$	6,419.92
BASE BID TOTAL					\$	273,180.00			\$	296,901.12	

	Mathematical Error
	Low Bidder



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Mémorandum

To: Honorable Mayor and Members of the City Council
From: Roger Kolman, City Manager
Re: Budget Amendments
Date: 8/7/2023

BACKGROUND

Amendments to the FY 24 Budget are needed for expenditures related to the following projects:

- | | |
|-----------------------------|--------------|
| 1. OHSO Public Safety Grant | \$17,200.00. |
| 2. OMAG Safety Grant | \$ 2,000.00 |
| 3. Transfer to PWA | \$275,000.00 |

STAFF RECOMMENDATION

Staff recommends adoption of Resolution 2023-33

ATTACHMENTS

Resolution 2023-33

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2023-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ADOPTING AMENDMENTS TO THE ANNUAL APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2024.

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2023-2024; and

WHEREAS, 11 O.S. Section 17-216 provides that supplemental appropriations may be made from unexpended and unencumbered fund balances on hand at the end of the preceding fiscal year which had not been anticipated or appropriated in the budget, for revenues received or to be received from sources not anticipated in the budget, or revenues received or to be received from anticipated sources but in excess of the budget amounts therefore ; and

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

NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL that the following supplemental appropriations be made as shown in Exhibit A.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 8th Day of August 2023.

ATTEST:

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

APPROVED AS TO FORM:

Jeff M. Stephens, City Attorney

EXHIBIT A

FUND	ACCOUNT #	DESCRIPTION	AMOUNT	REASON FOR EXPENDITURE	FUNDING SOURCE	AMOUNT	ACCOUNT #
Grants							
Fund	20-5305.007	Travel & Training	\$ 2,200.00	Grant Training	OHSA Grant	\$ 17,200.00	20-04.03.30
	20-5204.007	Minor Tools/Eq	\$ 5,000.00	LIDAR Equip.			
	20-5103.007	Overtime	\$ 10,000.00	Grant OT			
			<u>\$ 17,200.00</u>			<u>\$ 17,200.00</u>	
	20-5204.015	Sm. Equipment	<u>\$ 2,000.00</u>	Barricades	OMAG Grant	<u>\$ 2,000.00</u>	20-04.03.15
Total Grants Fund			<u><u>\$ 19,200.00</u></u>			<u><u>\$ 19,200.00</u></u>	
Capital Proj.							
Fund	12-5504.100	Transfers Out	<u>\$275,000.00</u>	Adv. To PWA for Construction	Fund Balance	<u>\$275,000.00</u>	
Total Capital Projects Fund			<u><u>\$275,000.00</u></u>			<u><u>\$275,000.00</u></u>	
TOTAL ALL GOVERNMENTAL FUNDS			<u><u>\$294,200.00</u></u>			<u><u>\$294,200.00</u></u>	