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

AGENDA - REGULAR MEETING

COWETA CITY COUNCIL

COWETA CITY HALL, 310 S. BROADWAY
MONDAY, MARCH 4, 2024, 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_____

HAROLD CHANCE_____

CAROLINE MARTIN_____

JOE CASH_____

RANDY WOODWARD_____

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

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

1. MINUTES OF THE REGULAR MEETING
APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING ON FEBRUARY 5, 2024.

Documents:

240205-COUNCIL MINUTES.PDF

2. MUSCOGEE (CREEK) NATION MOU
APPROVAL OF A PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF

COWETA AND MUSCOGEE (CREEK) NATION CONCERNING A ROAD THAT THE MUSCOGEE (CREEK) NATION PROPOSES TO ADD TO THE NATIONAL TRIBAL TRANSPORTATION FACILITY INVENTORY.

Documents:

MOU COWETA.PDF

VI. CONSIDER ITEMS REMOVED FROM CONSENT

VII. ADMINISTRATION

1. RFP FOR WWTP
DISCUSS AND CONSIDER ACTION TO SOLICT BIDS RELATED TO WASTEWATER TREATMENT PLANT IMPROVEMENTS, REFERENCED AS PROJECT NO. ORF-19-0002-CW.

Documents:

ODEQ CERTIFIED NOTICE DECEMBER 13 2023 RE WWTP CONSENT ORDER CASE NO 23_186.PDF
003-ADVERTISEMENT FOR BIDS ORF-03ADV.PDF
STAFF REPORT WWTP RFP.PDF

2. RFP - SOLID WASTE/RECYCLING SERVICES
CONSIDERATION AND POSSIBLE APPROVAL FOR SOLICITING PROPOSALS FOR SOLID WASTE AND RECYCLING COLLECTION, REMOVAL AND DISPOSAL SERVICES.

Documents:

240304-STAFF REPORT RFP SOLID WASTE AND RECYCLING.PDF

3. RESCUE FIRETRUCK CONTRACT REMOVAL
DISCUSSION AND POSSIBLE ACTION FOR THE COWETA FIRE DEPARTMENT TO CANCEL ORDER OF CUSTOM RESCUE FIRE TRUCK PREVIOUSLY APPROVED BY CITY COUNCIL. (BRIAN WOODWARD, FIRE CHIEF)

Documents:

STAFF REPORT TO CANCEL DEEP SOUTH RESCUE FIRE TRUCK.DOCX
IAFC RESPONSES TO DEEP SOUTH FIRE TRUCKS.DOCX
RESCUE PICTURE AND STATS.PDF

4. REQUEST FOR PROPOSAL, WIRELESS HEADSET COMMUNICATION
DISCUSSION AND POSSIBLE ACTION FOR THE PUBLISHING OF A REQUEST FOR PROPOSAL IN REGARDS TO WIRELESS HEADSET COMMUNICATION DEVICES FOR THE COWETA FIRE DEPARTMENT. (FIRE CHIEF, BRIAN WOODWARD)

Documents:

STAFF REPORT WIRELESS HEADSET COMMUNICATION DEVICES.DOCX

5. REVIEW AND APPROVE WRECKER SERVICE AGREEMENT
APPROVAL AND AUTHORIZATION FOR THE CHIEF OF POLICE TO IMPLEMENT THE WRECKER SERVICE AGREEMENT

Documents:

STAFF REPORT-WRECKER AGREEMENT FEB 2024.DOCX
WRECKER SERVICE AGREEMENT- REVISED JMS-2-27-24 (1).DOCX

6. AWARD OF BID - POLICE BODY CAMERAS FROM UTILITY

DISCUSS AND CONSIDER AWARD OF A BID FOR THE ACQUISITION OF BODY CAMERAS, RELATED EQUIPMENT AND DATA STORAGE SERVICES FOR POLICE DEPARTMENT USE AND AUTHORIZE THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT AND ANY OTHER DOCUMENTS RELATED TO THE ACQUISITION AND SERVICES TO BE PROVIDED.

Documents:

COWETA OK - CLIENT SERVICE AGREEMENT (2.28.2024) (1).DOCX
COWETA OK - OFFER LETTER (2.26.2024).DOCX
UTILITY CAMERA BID APPROVAL MAR 2024.DOCX

7. ORDINANCE 884 - FATS, OILS, AND GREASE (FOG) PROGRAM
DISCUSS AND POSSIBLE ACTION ON THE ADOPTION OF ORDINANCE 884, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA ADOPTING THE FATS, OILS, AND GREASE (FOG) PROGRAM TO AID IN THE PREVENTION OF SANITARY SEWER MAIN BLOCKAGES AND OBSTRUCTIONS FROM CONTRIBUTIONS AND ACCUMULATION OF FOG INTO THE SANITARY SEWER SYSTEM, SUBJECT TO THE JURISDICTIONAL CONTROL, LAWS AND ORDINANCES OF THE CITY OF COWETA, OKLAHOMA, DIRECTING NOTIFICATION, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

Documents:

ORDINANCE 884 - FOG CC SR 03.04.24.PDF
ODEQ CERTIFIED NOTICE DECEMBER 13 2023 RE WWTP CONSENT ORDER CASE NO 23_186.PDF
ORDINANCE 884 FOG BMP 3.4.24 FINAL.PDF

8. DECLARATION OF AN EMERGENCY ORDINANCE 884
DISCUSSION AND POSSIBLE ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 884 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL.

9. ORDINANCE 879 -CZ 24-01 REZONE
DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED ORDINANCE NO. 879, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING CERTAIN PROPERTY FROM A LIGHT INDUSTRIAL (IL) CLASSIFICATION TO A RESIDENTIAL SINGLE FAMILY (RS-2) CLASSIFICATION, ON PROPERTY DESCRIBED AS A TRACT OF LAND SITUATED IN THE E/2 NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA, AND LOCATED ON THE WEST SIDE OF 305TH EAST AVENUE, BETWEEN EAST 151ST SOUTH AND EAST 161ST STREET SOUTH.

Documents:

CZ 24-01 SALYER REZONE CC 03.04.2024.PDF
CZ 24-01 LOCATION MAP.PDF
CZ 24-01 ZONING MAP.PDF
CZ 24-01 AERIAL VIEW MAP.PDF
ORDINANCE NO. 879 REVISED.DOCX

10. ORDINANCE 880 - CZ 24-02 REZONE
DISCUSSION AND POSSIBLE ACTION CONCERNING PROPOSED ORDINANCE NO. 880, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA, REZONING CERTAIN PROPERTY FROM A LIGHT INDUSTRIAL (IL) CLASSIFICATION TO AN AGRICULTURE (AG) CLASSIFICATION, ON PROPERTY DESCRIBED AS A TRACT OF LAND SITUATED IN THE E/2 NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA, LOCATED ON THE WEST SIDE OF

305TH EAST AVENUE, BETWEEN EAST 151st STREET SOUTH AND EAST 161st STREET SOUTH.

Documents:

CZ 24-02 STOKES CC SF 03.04.24.PDF
CZ 24-02 LOCATION MAP.PDF
CZ 24-02 ZONING MAP.PDF
CZ 24-02 AERIAL VIEW MAP.PDF
ORDINANCE NO. 880-REVISED JMS.DOCX

11. ORDINANCE 881 - CZ 24-03 REZONE
DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED ORDINANCE NO. 881, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA RELATED TO THE REZONING OF CERTAIN PROPERTY FROM A RESIDENTIAL SINGLE-FAMILY (RS-3) CLASSIFICATION TO A RESIDENTIAL MULTI-FAMILY (RM-1) CLASSIFICATION, FOR PROPERTY DESCRIBED AS PART OF GOVERNMENT LOT 4 IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA, AND GENERALLY LOCATED AT 28827 EAST 141st STREET SOUTH.

Documents:

CZ 24-03 GRAYLYNN HOMES CC SF 03.04.24.PDF
CZ 24-03 LOCATION MAP.PDF
CZ 24-03 ZONING MAP.PDF
CZ 24-03 AERIAL VIEW MAP.PDF
23270_20231129_NEIGHBORHOOD LETTER.PDF
ORDINANCE NO. 881- REVISED JMS.DOCX

12. ORDINANCE 882 - CZ 24-04 REZONE
DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED ORDINANCE NO. 882, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING PROPERTY FROM RESIDENTIAL MULTI-FAMILY (RM-1) TO GENERAL COMMERCIAL (CG), ON PROPERTY DESCRIBED AS PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (W/2 SE/4 SE/4 NE/4) AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (E/2 SE/4 SE/4 NE/4) OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA, LOCATED NORTH AND WEST OF THE NORTHWEST CORNER OF STATE HIGHWAY 51 AND SOUTH 305TH EAST AVENUE.

Documents:

CZ 24-04 CC SR 03.04.24.PDF
CZ 24-04 LOCATION MAP.PDF
CZ 24-04 AERIAL VIEW MAP.PDF
CZ 24-04 ZONING MAP.PDF
ORDINANCE NO. 882- REVISED-RM-1 TO CG-REVISION 2.DOCX

13. FINAL PLAT WYNSTONE PHASE III
DISCUSSION AND POSSIBLE ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF WYNSTONE PHASE III SUBDIVISION, LOCATED IN THE VICINITY OF EAST 111TH STREET SOUTH AND SOUTH 273RD EAST AVENUE, IN SECTION 25, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, RS-3 RESIDENTIAL SINGLE-FAMILY ZONING, WITH 92 LOTS.

Documents:

WYNSTONE PHASE III FINAL PLAT CC SR 03.04.24.PDF
WYNSTONE 3 FINAL PLAT.PDF

14. RESOLUTION 2024-03 - ACCEPTING INFRASTRUCTURE WYNSTONE PHASE III
DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED RESOLUTION 2024-03, 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 WYNSTONE PHASE III SUBDIVISION, LOCATED WITHIN SECTION 25, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA

Documents:

WYNSTONE PHASE III ACCEPTANCE CC SF 03.04.24.PDF
RESOLUTION NO. 2024-03 WYNSTONE PHASE III.DOC
WYNSTONE 3 FINAL PLAT.PDF
MAINTENENCE BOND SANITARY SEWER.PDF
MAINTENANCE BOND STORM SEWER.PDF
MAINTENANCE BOND CURB AND GUTTER, ROADS.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. EXECUTIVE SEARCH
DISCUSSION AND APPROPRIATE ACTION RELATED TO A PROPOSED EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING THE EMPLOYMENT, HIRING, AND APPOINTMENT OF A CITY MANAGER, PURSUANT TO 25 O.S. SECTION 307(B)(1), INCLUDING THE REVIEW AND DISCUSSION OF APPLICATIONS AND RESUMES SUBMITTED, CONDUCTING CANDIDATE INTERVIEWS, AND DISCUSSION RELATED TO SCHEDULING ADDITIONAL INTERVIEWS.

2. END EXECUTIVE SESSION
VOTE TO COME OUT OF EXECUTIVE SESSION.

3. EXECUTIVE SESSION ACTION
CONSIDERATION AND POSSIBLE ACTION RELATED TO THE DISCUSSIONS HELD IN EXECUTIVE SESSION RELATED TO THE EMPLOYMENT, HIRING, AND APPOINTMENT OF A CITY MANAGER, AND SCHEDULING INTERVIEWS OF CANDIDATES.

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
FEBRUARY 5, 2024, 6:00 P.M.

The members of the Coweta City Council met in regular session on Monday, February 5, 2024, at 6:00 p.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Caroline Martin, Randy Woodward.

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. OATH OF OFFICE ADMINISTERED TO CHRISTOPHER JOSEPH CASH, COUNCILMEMBER FOR WARD 4

III. Pledge of Allegiance given

VI. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

V. GENERAL CITY COUNCIL COMMENTS

Mayor Hogue thanked all the staff for their hard work during the recent bad weather.

VI. PROCLAMATIONS/PRESENTATIONS

Mike Bell, Police Chief, presented lifesaving and accommodation awards for actions taken in the line of duty to Officer Chapman, Officer Jones, Corporal Brabson, and Communications Specialist Kuchar.

VII. CONSENT

Motion by Harold Chance, second by Naomi Hogue to approve the consent calendar items:

1. Approval of the minutes of the regular meeting of the City Council held on January 8, 2024.
2. Approval of the minutes of the special meeting of the City Council held on January 23, 2024.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

VIII. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

IX. ADMINISTRATION

1. ORDINANCE 878- CITY CODE OF ORDINANCES

Discussion was held regarding the adoption of Ordinance 878, an ordinance of the City of Coweta, Oklahoma adopting and enacting a new code for the City of Coweta, Oklahoma; providing for repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for manner of amending such code; providing when such code and this ordinance shall become effective, and declaring an emergency.

Motion by Harold Chance, second by Naomi Hogue to adopt Ordinance 878, an ordinance of the City of Coweta, Oklahoma adopting and enacting a new code for the City of Coweta, Oklahoma; providing for repeal of certain ordinances not included therein; providing a penalty for the violation thereof; providing for manner of amending such code; providing when such code and this ordinance shall become effective, and declaring an emergency

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

a. FILING NOTIFICATION OF PUBLICATION OF COWETA CITY CODE

Discussion was held for the approval of Resolution 2024-01 directing the filing and notification of publication of the Coweta City Code of Ordinances.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

b. DECLARATION OF AN EMERGENCY ORDINANCE 878

Discussion held for the approval of an emergency clause for Ordinance 878, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue to approve an emergency clause for Ordinance 878, making it effective immediately upon passage and approval.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

2. FEASIBILITY STUDY

Lisa Taylor, Interim City Manager, led discussion and requested possible action related to a proposal from BKL to conduct a Feasibility Study regarding Public Safety Buildings.

Motion by Harold Chance, second by Naomi Hogue approving a request for proposal from BKL to conduct a Feasibility Study regarding Public Safety Buildings.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

3. RESOLUTION 2024-04 ADOPTING BUDGET AMENDMENTS

Julie Casteen led discussion and requested consideration of adoption of Resolution 2024-04, 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.

Motion by Harold Chance, second by Naomi Hogue to adopt Resolution 2024-04, 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.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

4. FISCAL YEAR 2022-2023 AUDITED FINANCIAL REPORT AND OPERATING REPORT

Anne Elfrink of Elfrink and Associates presented the annual Audited Financial report and Operating report for the Fiscal Year ended June 30, 2023, and discussion was held requesting possible action to be taken to acknowledge receipt thereof.

Motion by Harold Chance, second by Naomi Hogue acknowledging the receipt of the annual Audited Financial report and Operating report for the fiscal year ending June 30, 2023.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

5. FINAL PLAT WYNSTONE PHASE III

Caroline Back, Community Development Director, led discussion and requested possible action on a request for approval of the final plat of Wynstone Phase III subdivision, located East 111th Street South and South 273rd East Avenue, in Section 25, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Motion by Naomi Hogue, second by Harold Chance to table the approval of the final plat of Wynstone Phase III subdivision, located East 111th Street South and South 273rd East Avenue, in Section 25, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

6. RESOLUTION 2024-03 ACCEPTING INFRASTRUCTURE WYNSTONE PHASE III

Discussion and possible action on the adoption of Resolution 2024-03, 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 Wynstone Phase III subdivision located within Section 25, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Motion by Naomi Hogue, second by Harold Chance to table Resolution 2024-04, 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 Wynstone Phase III subdivision located within Section 25, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

7. CHANGE ORDER NO. 1- EUFAULA BRIDGE PROJECT

Ronny Dooling, Public Works Director, led discussion and requested consideration for approval of Change Order No. 1 in favor of Envision Civil Contractors, LLC related to the Eufaula Bridge Project, increasing the cost of that project from $379,512.50 to $431,909.86, an increase of $52,397.36.

Motion by Harold Chance, second by Naomi Hogue to approve Change Order No. 1 in favor of Envision Civil Contractors, LLC related to the Eufaula Bridge Project, increasing the cost of that project from $379,512.50 to $431,909.86, an increase of $52,397.36.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin
Randy Woodward

X. EXECUTIVE SESSION

1. EXECUTIVE SESSION

Discussion and consideration of action related to a proposed executive session for the purpose of discussing the following:

The purchase or appraisal of real property pursuant to 25 O.S. Section 307(B)(3) concerning the possible acquisition of a utility easement on restricted property, and a possible monetary offer to obtain such utility easement.

And

The employment, hiring, and appointment of a City Manager, pursuant to 25 O.S. Section 307(B)(1), including the review and discussion of applications, and resumes submitted,

conducting candidate interviews, and discussion related to scheduling additional interviews.

Motion by Naomi Hogue, second by Harold Chance to enter into executive session at 6:48 p.m.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

2. END EXECUTIVE SESSION

Vote to leave executive session.

Motion by Naomi Hogue, second by Randy Woodward to end executive session at 7:26 p.m.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

3. EXECUTIVE SESSION ACTION- PROPERTY

Consideration and possible action related to the discussions held in executive session related to the acquisition of a utility easement on restricted property, including but not limited to a possible monetary offer to obtain such utility easement.

Motion to Naomi Hogue, second by Harold Chance to approve the offering of the sum of $10,000.00 for a utility easement on restricted property to the Koweta Clinic site for a 20-year term.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin
Randy Woodward

4. EXECUTIVE SESSION ACTION- PUBLIC OFFICIAL

Consideration and possible action related to the discussions held in executive session related to the employment, hiring, and appointment of a City Manager, and scheduling interviews of candidates.

Motion by Naomi Hogue, second by Harold Chance for a continuation of discussions related to the employment, hiring, and appointment of a City Manager and scheduling additional interviews.

Aye: Naomi Hogue
Harold Chance
Joe Cash
Caroline Martin

Nay: Randy Woodward

IX. NEW BUSINESS

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

No new business.

XI. ADJOURNMENT

Mayor Hogue adjourned the meeting at 7:27 p.m.

_____ _____

Naomi Hogue, Mayor Marcy Kilgore, City Clerk

DAVID W. HILL
PRINCIPAL CHIEF

DEL BEAVER
SECOND CHIEF

The Department of Transportation
P.O. Box 580 | Okmulgee, OK 74447
T. 918.549.2711

January 18, 2024

City Mayor

Re: Memorandum of Understanding between the Muscogee (Creek) Nation and The City of Coweta

Dear Mayor:

The Muscogee (Creek) Nation (MCN) wishes to add roads to the Nation's National Tribal Transportation Facility Inventory (NTTFI). To add these roads to the Nation's NTTFI there must be a Memorandum of Understanding (MOU) between the MCN and the City. Attached you will find maps and MOU detailing which roads the Nation wishes to add to the NTTFI. The MOU basically states that the City is allowing the MCN to place these roads on the Nation's NTTFI and that the City will continue to own and maintain these roads. If the City agrees please sign the attached MOU and return it to the MCN Department of Transportation by email to treiner@MuscogeeNation.com or in person.

If you have any questions concerning this MOU, please contact Todd Reiner at 918-549-2711 or treiner@muscogeenation.com

Sincerely,

David Ford
Federal Roads Manager
918-732-7916
dford@muscogeenation.com
Muscogee (Creek) Nation

MEMORANDUM OF UNDERSTANDING

BETWEEN

MUSCOGEE (CREEK) NATION

AND

CITY OF COWETA, OKLAHOMA

This memorandum sets forth an understanding between the MUSCOGEE (CREEK) NATION in Okmulgee, Oklahoma, hereinafter referred to as the TRIBE, and CITY OF COWETA, hereinafter referred to as the CITY.

This understanding relates to the maintenance responsibilities for sections of roadways, more specifically described as the improvement of routes listed in City of COWETA Attachment "A".

The CITY owns and maintains these sections of roadway and the associated rights-of way.

WHEREAS, the Tribal Transportation Program, formerly known as the Indian Reservation Roads Program, funded through the Federal Highway Administration, assists tribes in the improvement of the roads in their tribal areas; and

WHEREAS, the TRIBE administers these improvements under the Tribal Transportation Program (TPP); and

WHEREAS, the TRIBE identifies these sections of roadway as an integral part of the road system serving Tribal members; and

WHEREAS, the TRIBE wishes to incorporate these sections of roadway among a list of Tribal routes in the Tribal Transportation Program Facility Inventory identified for possible improvement; and

WHEREAS, the CITY and the TRIBE may enter into a cooperative agreement to improve these sections of road in the foreseeable future,

NOW THEREFORE, be it understood that the TRIBE and the CITY understand that the ownership and maintenance responsibilities shall continue to rest with the CITY and that the TRIBE may contribute to the improvement of routes listed in City of COWETA Attachment "A" at some point in the future.

IN WITNESS WHEREOF, the parties hereunto affix their hands and seals the day and year above written.
Sworn & subscribed to before me this

_____day of_____ ,20_____

_____

CITY CLERK

CITY OF COWETA

310 S. BROADWAY

COWETA, OK 74429

_____

MAYOR - CITY OF COWETA

MUSCOGEE CREEK NATION

P.O. BOX 580

OKMULGEE, OK 74447

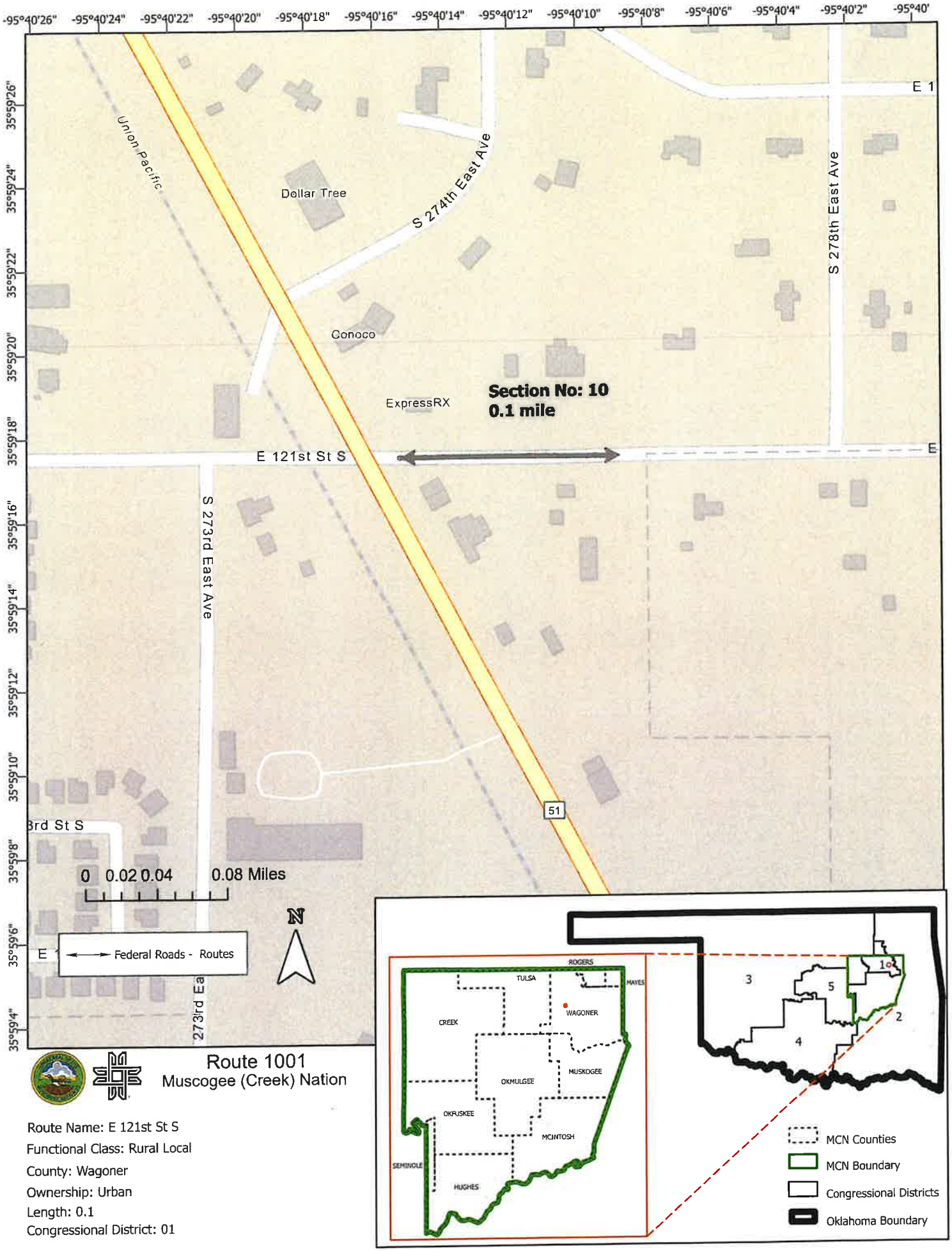
_____

PRINCIPAL CHIEF

CITY OF COWETA

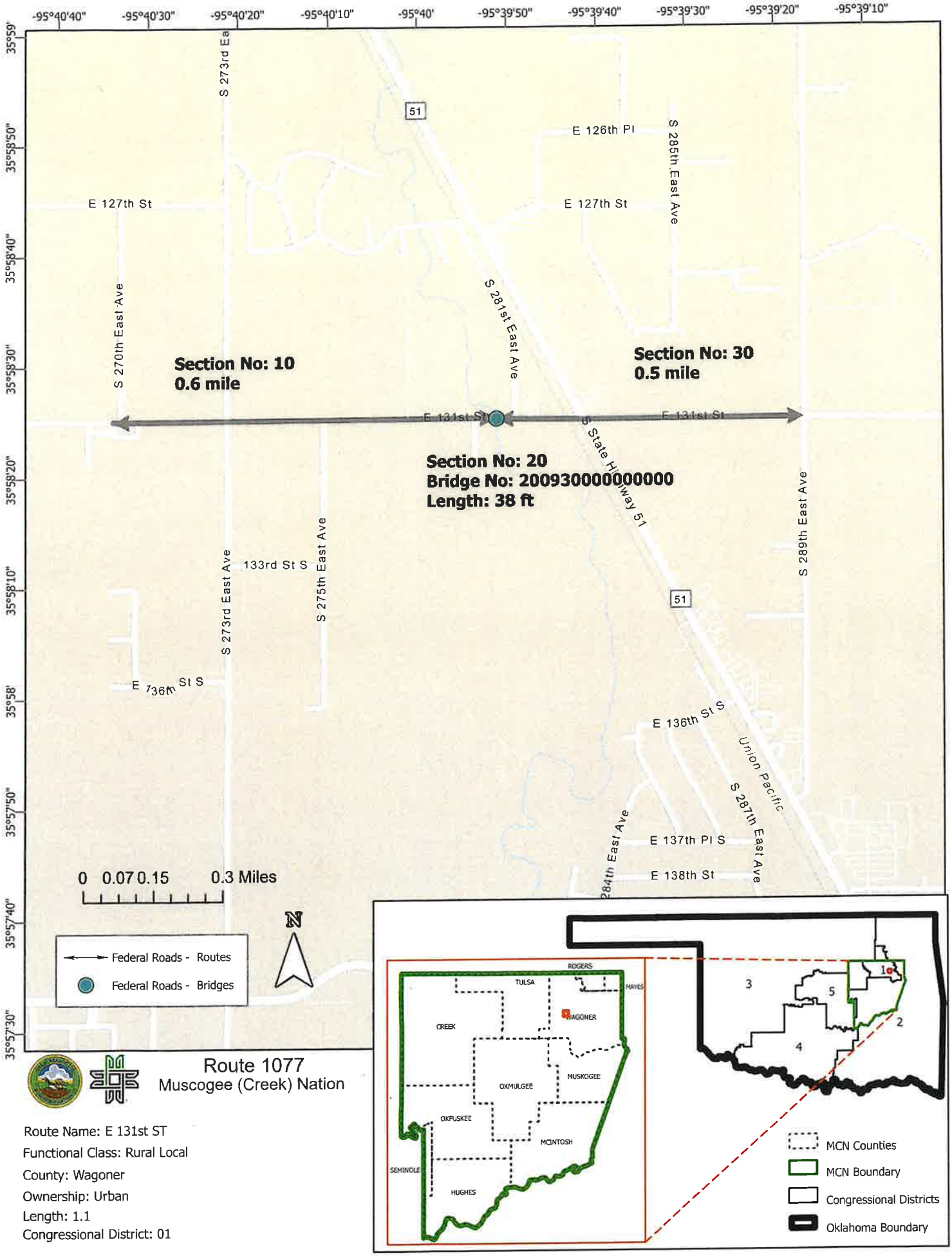
ATTACHMENT "A"

Route #	Route Name	County	Length	Construction Need	Ownership
1001	E 121st ST S	Wagoner	0.1	2	4 Urban
1077	E 131st ST	Wagoner	1.1	2	4 Urban
1078	S 289th E Ave	Wagoner	0.5	2	4 Urban



Route 1001
Muscogee (Creek) Nation

Route Name: E 121st St S
Functional Class: Rural Local
County: Wagoner
Ownership: Urban
Length: 0.1
Congressional District: 01



Route 1077

Muscogee (Creek) Nation

Route Name: E 131st ST

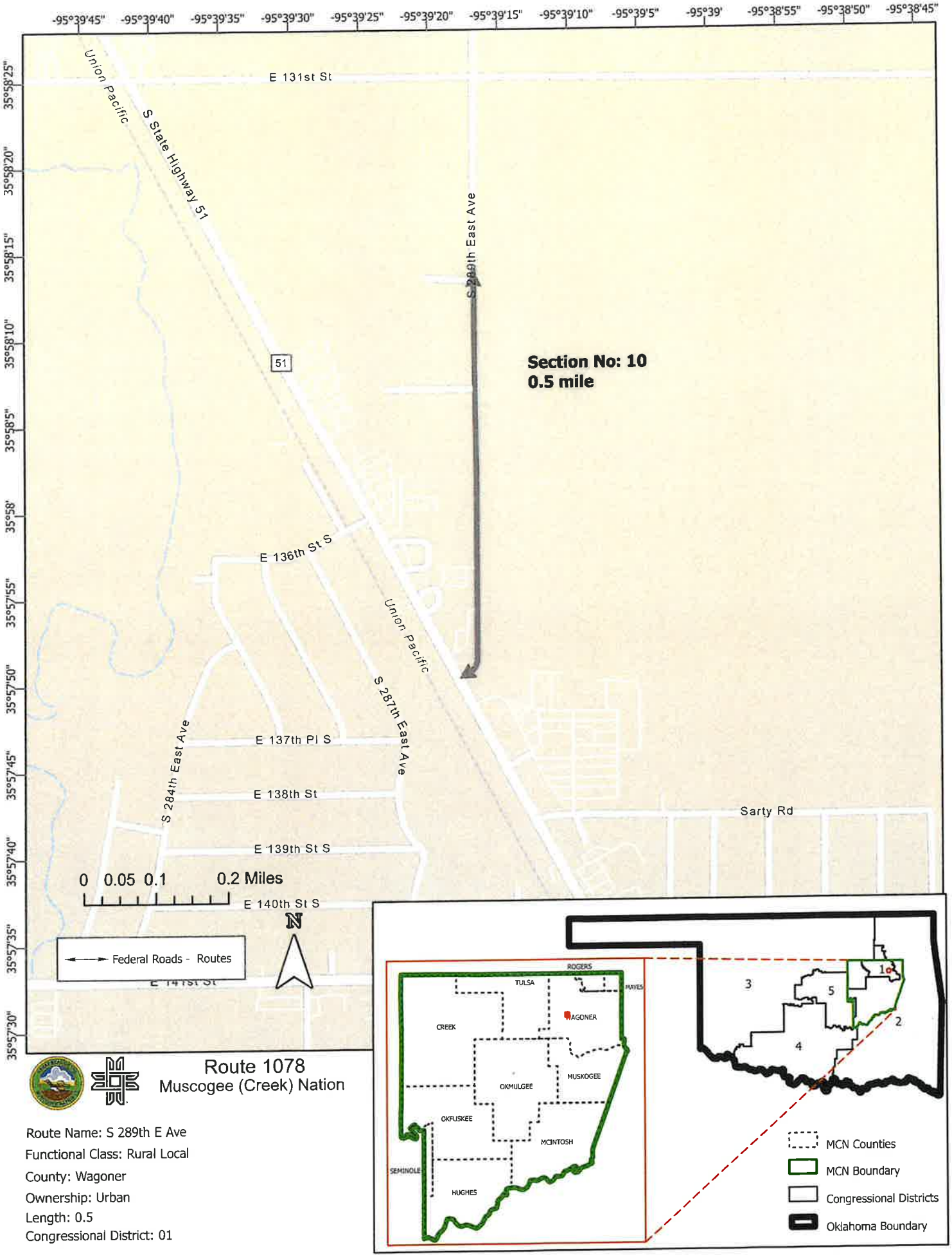
Functional Class: Rural Local

County: Wagoner

Ownership: Urban

Length: 1.1

Congressional District: 01



Route 1078
Muscogee (Creek) Nation

Route Name: S 289th E Ave
Functional Class: Rural Local
County: Wagoner
Ownership: Urban
Length: 0.5
Congressional District: 01

Oklahoma Dept of Environmental Quality
707 N Robinson Ave
Oklahoma City OK 73102-6010

WQD

USPS CERTIFIED MAIL

9214 8901 7960 5800 0498 00

NAOMI HOGUE CHAIRMAN
COWETA PUBLIC WORKS AUTHORITY
C/O: RONNY DOOLING DIRECTOR OF PUBLIC WORKS
PO BOX 850
COWETA OK 74429-0850

Coweta S-20410 CO 23-186
Heather Bateman

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

December 1, 2023

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Naomi Hogue, Chairman
Coweta Public Works Authority
c/o Ronny Dooling, Director of Public Works
P.O. Box 850
Coweta, Oklahoma 74429-0850

Re: Consent Order Case No. 23-186
Coweta Public Works Authority Wastewater Treatment Plant
Facility No. S-20410
OPDES Permit No. OK0020281
Problem(s): Permit Violation(s); 5-Day Biochemical Oxygen Demand Exceeded Permit Limits

Dear Director Dooley:

The enclosed Consent Order Case No. 23-186 requires the Coweta Public Work Authority (Authority) to perform certain tasks to eliminate OPDES permit violations from its wastewater treatment plant (WWTP). The Consent Order establishes tasks and a schedule to bring the WWTP into compliance with Oklahoma statutes and regulations. The Consent Order also requires the City to pay an administrative penalty as outlined in Paragraph 24 of this Consent Order.

Please sign and mail the original to me: Oklahoma Department of Environmental Quality (DEQ), P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677. **A file stamped copy of the signed original will be returned to you**. If this Consent Order is not signed and returned to DEQ within thirty (30) days of receipt, we will pursue other enforcement actions to ensure compliance.

If you have any questions concerning this Consent Order, please contact Jordan Hultgren E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ at 405-702-8214 or write to Mr. Hultgren at the letterhead address.

Sincerely,

Shellie R. Chard, Director
Water Quality Division
Oklahoma Department of Environmental Quality

Enclosure: As stated

STATE OF OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION

IN THE MATTER OF: **COWETA PUBLIC WORKS AUTHORITY,** **RESPONDENT,**	**CASE NO. 23-186**
FACILITY NO. S-20410 **OPDES PERMIT NO. OK0020281** **PROBLEM(s): Permit Limit Violation(s); 5-Day Biochemical Oxygen Demand Exceeded Permit Limits**	

CONSENT ORDER

The parties to this case, the State of Oklahoma, ex rel. Department of Environmental Quality ("DEQ") and the Coweta Public Works Authority ("Respondent") agree to this Consent Order in order to resolve certain environmental compliance issues.

This Consent Order ("Order") supersedes and closes the Notice of Violation ("NOV") No. S-20410-21-1 issued to Respondent on September 27, 2021.

FINDINGS OF FACT

1. Respondent owns and operates a publicly owned treatment works ("POTW") which serves the residents of the City of Coweta in Wagoner County, Oklahoma. The POTW consists of wastewater collection lines, appurtenances, and an aerated flow-through lagoon wastewater treatment plant ("WWTP") located in the NW¼, SW¼, Section 30, Township 17 North, Range 16 East of the Indian Meridian, Wagoner County, Oklahoma. The WWTP discharges treated effluent to Arkansas River pursuant to OPDES Permit No. OK0020281 ("Permit"), which became effective June 1, 2016.

2. On October 4, 2018, DEQ approved engineering report [ERS000073180530 ("ER")] for upgrades to the WWTP to accommodate an average daily flow up to 1.5 MGD. Table 10 of the ER had the following schedule.

	Task	Date
1.	Submit ER to ODEQ	March 1, 2018
2.	Obtain ODEQ Concurrence	September 17, 2018
3.	Submit Application to amend OPDES Permit	October 1, 2018
4.	Submit Plans & Specifications to ODEQ	December 1, 2018
5.	Obtain ODEQ Permit	January 1, 2019
6.	Obtain Financing	March 1, 2019
7.	Start Construction	July 1, 2019
8.	Complete Construction	July 1, 2020
9.	Attain Compliance with OPDES Permit	August 1, 2020

3. Respondent is required to electronically submit Discharge Monitoring Reports ("eDMRs") on a monthly basis. Since March 1, 2021, the Respondent has reported the following five-day biochemical oxygen demand ("BOD_5") permit limit violations:

Monitoring Period	Parameter (units)	Reported Result	Permit Limit
Mar. 2021	BOD_5, mo. avg. conc., (mg/L)	32.3	30
Apr. 2021	BOD_5, mo. avg. conc., (mg/L)	75.75	30
Apr. 2021	BOD_5, wk. avg. conc, (mg/L)	112	45
Apr. 2021	BOD_5, mo. avg. load., (lb/d)	593.31	190.2
May 2021	BOD_5, mo. avg. conc., (mg/L)	65	30
May 2021	BOD_5, wk. avg. conc, (mg/L)	86	45
May 2021	BOD_5, mo. avg. load., (lb/d)	589.16	190.2
Jun. 2021	BOD_5 mo. avg. conc., (mg/L)	100.6	30
Jun. 2021	BOD_5, wk. avg. conc, (mg/L)	164	45
Jun. 2021	BOD_5, mo. avg. load., (lb/d)	1001.41	190.2
Jul. 2021	BOD_5, mo. avg. conc., (mg/L)	68.75	30
Jul. 2021	BOD_5, wk. avg. conc, (mg/L)	93	45
Jul. 2021	BOD_5, mo. avg. load., (lb/d)	679.88	190.2
Aug. 2021	BOD_5, mo. avg. conc., (mg/L)	54.5	30
Aug. 2021	BOD_5, wk. avg. conc, (mg/L)	101	45
Aug. 2021	BOD_5, mo. avg. load., (lb/d)	295.64	190.2
Sep. 2021	BOD_5, mo. avg. conc., (mg/L)	42.5	30

Monitoring Period	Parameter (units)	Reported Result	Permit Limit
Sep. 2021	BOD_5 wk. avg. conc, (mg/L)	61	45
Sep. 2021	BOD_5, mo. avg. load., (lb/d)	203.82	190.2
Nov. 2021	BOD_5, mo. avg. conc., (mg/L)	35	30
Dec. 2021	BOD_5, mo. avg. conc., (mg/L)	35	30
May 2022	BOD_5, mo. avg. load., (lb/d)	300.37	190.2
Jun. 2022	BOD_5, mo. avg. load., (lb/d)	296.16	190.2
Nov. 2022	BOD_5, mo. avg. conc., (mg/L)	30.1	30
Mar. 2023	BOD_5, mo. avg. load., (lb/d)	215.52	190.2
Apr. 2023	BOD_5, mo. avg. conc., (mg/L)	36.3	30
Apr. 2023	BOD_5, wk. avg. conc, (mg/L)	69	45
Apr. 2023	BOD_5, mo. avg. load., (lb/d)	293.48	190.2
May 2023	BOD_5, mo. avg. load., (lb/d)	211.33	190.2

4. On September 27, 2021, DEQ issued Respondent NOV No. S-20410-21-1 for exceeding Permit effluent limits of BOD_5, as reported on the eDMRs for the monitoring periods of May 2020, and March through July of 2021. On November 1, 2021, DEQ received a letter in response to the NOV. The response stated the lagoons froze over in February of 2021 which damaged four out of the six aerators. After fixing the aerators, Respondent was unable to attain compliance with the effluent limits for BOD_5. The response further noted that Respondent investigated and found two sump areas in the chlorine contact basin and a pipe that connects lagoon cell #3 and the chlorine contact basin that all had excess buildup of sludge and algae.

5. Due to continuing Permit limit violations, on March 18, 2022, DEQ sent the Authority a letter requesting a schedule for any necessary upgrades to the WWTP to prevent further violations.

6. On March 25, 2022, Jordan Hultgren, E.I., and Elizabeth Denning, E.I., District Representatives for DEQ, met with Wes Richter, Director for Respondent, at the WWTP. At the time of the visit DEQ observed that the chlorine contact basin sump areas appeared to have a buildup of dark sludge material. Mr. Richter stated that the Respondent had some camera inspection work planned for the line segment between lagoon #3 and the chlorine contact basin. He also stated that Respondent was in the beginning stages of upgrading and expanding the WWTP.

7. On September 28, 2022, DEQ sent Respondent, a letter requesting the results of the camera inspection as well as an updated construction schedule for the proposed upgrades to the WWTP.

8. On October 28, 2022, DEQ received a letter from Respondent that contained the results from the camera inspection. The letter stated that Respondent found additional buildup of moss/sludge balls inside two (2) of the manholes between cell #3 and the chlorine contact basin. The letter stated that once a month, twice a month during the hotter parts of the year, Respondent would be completely draining the line and running a jetter through it to wash down the manholes to prevent the buildup of material in the effluent and subsequently prevent Permit limit violations. The letter further stated that Respondent would be submitting plans and specifications ("P&S") for the project specified in the approved ER for the WWTP in November of 2022.

9. On November 10, 2022, Mr. Hultgren contacted Mr. Richter to discuss the results of the camera inspection. Mr. Richter stated that Fats, Oils, and Grease ("FOG") balls continue to accumulate within the WWTP, which promotes the growth of moss in between cell #3 and the chlorine contact basin. He said he was unsure of why these accumulations are continuing at such a high rate.

10. On January 18, 2023, Respondent submitted P&S for the construction at the WWTP as referenced in Paragraph 2 above.

11. On January 25, 2023, DEQ sent Respondent a letter requesting an updated schedule of the tasks shown on Table 10 of the ER, as well as a standard operating procedure for cleaning out the area in between cell #3 and the chlorine contact basin, to include the frequency of cleaning and any other interim measures necessary to maintain compliance with the Permit. The letter further stated that Respondent must provide DEQ with a copy of its grease trap inspection program and any ordinances to support the program. If a grease trap inspection program and ordinances have not been instituted, Respondent was to provide DEQ with an anticipated implementation schedule for each.

12. On January 25,2023, DEQ sent Respondent a Notice of Deficiency for the P&S. On May 31, 2023, Respondent sent DEQ revised P&S. DEQ and Respondent have had ongoing correspondence regarding the P&S that has resulted in a resubmission of revised P&S on August 30, 2023.

13. On June 1, 2023, Robyn Murray, Community Development Supervisor, City of Coweta ("City"), sent DEQ, an email with a proposed grease trap inspection program outline. The email stated that the City had not adopted a FOG ordinance, but would be targeting putting one up for a vote in September 2023.

14. On October 25, 2023, this Order was discussed during a telephone conversation between Ronny Dooling, Director for Respondent, and Jordan Hultgren, E.I., District Representative, for DEQ. Mr. Hultgren notified Mr. Dooling that DEQ would be offering Respondent this Order to resolve the issues related to the ongoing Permit limit violations. Mr. Dooling was notified of the administrative penalty included in this Order.

15. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by agreement.

16. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

17. DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of DEQ under 27A Oklahoma Statutes ("O.S.") § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206, and the rules promulgated thereunder at the Oklahoma Administrative Code ("OAC") 252:606.

18. Respondent and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

19. By exceeding permit limits, Respondent has violated **OPDES Permit No. OK0020281** Part I(A), which specifies numerical effluent limitations for the discharge permit parameters listed above.

20. By exceeding permit limits, Respondent violated, **OPDES Permit No. OK0020281, Part III, Section C.4.b.** states, "The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application."

21. By exceeding permit limits, Respondent violated **OAC 252:606-3-6** which states, "Applicants must comply with the terms of the permits that are issued."

22. By exceeding permit limits, Respondent violated **OAC 252:606-1-3(b)(3)(W)** incorporates by **reference Title 40 of Code of Federal Regulations ("C.F.R.") § 122.41(a)** that states, "The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application."

ORDER

23. Based on the above paragraphs, Respondent and DEQ agree, and it is ordered by the Executive Director as follows:

	Task	Date Due
A.	Submit approvable plans and specifications.	March 1, 2024
B.	Submit updated Sludge Management Plan for the WWTP.	March 1, 2024
C.	Adopt approvable FOG Ordinance.	April 1, 2024
D.	Start Construction.	May 1, 2024
E.	Complete Construction.	November 1, 2025
F.	Attain 6 months of compliance.	May 1, 2026

24. Oklahoma Pollutant Discharge Elimination System Act, 27A O.S. §§ 2-6-201 through 2-6-206, authorizes DEQ to seek penalties of up to Ten Thousand Dollars ($10,000) per day of violation, for each day during which a violation of the Act, Permit, associated rules, or Order continues. Based on the facts and circumstances of this case, DEQ assesses a total penalty of Thirty Thousand Dollars ($30,000.00).

a. Respondent agrees that within thirty (30) days after execution of this Order, Respondent will pay Fifteen Thousand Dollars ($15,000.00) of the assessed penalty to DEQ.

b. DEQ agrees to defer the remaining amount of the assessed penalty pending compliance with the task(s) listed in Paragraph 23 of this Order.

i. If Respondent fails to complete a task by the scheduled due date, the portion of the deferred penalty allocated to that task in subparagraph (iii) becomes immediately due and payable.

ii. If Respondent completes a task by its due date, DEQ agrees to waive the portion of the deferred penalty allocated to that task in subparagraph (iii).

iii. Task A - $2,500.00
Task B - $2,500.00
Task C - $2,500.00
Task D - $2,500.00
Task E - $2,500.00
Task F - $2,500.00

All penalty payments shall be by check or money order payable to: Oklahoma Department of Environmental Quality (or DEQ), showing the Case Number of this Order, and delivered to:

Accounts Receivable
Financial & Human Resources Management
Oklahoma Department of Environmental Quality
P.O. Box 2036
Oklahoma City, Oklahoma 73101-2036

25. Respondent agrees that if Respondent fails to complete any of the task(s) by the specified due dates set forth in Paragraph 23 of this Order, DEQ may assess stipulated penalties as follows:

TASK	PENALTY PER DAY
A.	$140.00
B.	$140.00
C.	$140.00
D.	$140.00
E.	$140.00
F.	$140.00

Stipulated penalties begin to accrue on the day performance is due, with the total amount of stipulated penalties not to exceed Thirty-five Thousand Dollars ($35,000). If DEQ notifies Respondent that Respondent is not in compliance with this Order and that stipulated penalties are being assessed, Respondent may request a hearing to contest the finding of noncompliance.

26. If Respondent fails to pay any penalty, DEQ may bring a separate action for collection of the penalty in District Court. An action by DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Order.

GENERAL PROVISIONS

27. DEQ has received delegation from the United States Environmental Protection Agency, to implement and enforce the Federal National Pollutant Discharge Elimination System ("NPDES") program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The federal program calls for a significant increase in monetary penalties should this Order be violated or future violations occur.

28. As used in this Order, an "approvable" submission to DEQ is to be considered a final submission. That is, all preliminary discussions between DEQ and Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due so that the submission will be approvable as submitted. If the submission is not submitted in an approvable form by its due date, the submission will be considered late and Respondent will be subject to the stipulated penalties described in this Order.

29. Respondent agrees to perform the requirements of this Order within the time frames specified unless performance is prevented or delayed by events which are a "force majeure." For purposes of this Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors, or laboratories which delays or prevents the performance of any obligation under this Order. Examples are vandalism, fire, flood, labor disputes or strikes, weather conditions which prevent or seriously impair construction activities, civil disorder or unrest, and "acts of God." Force majeure events do not include increased costs of performance of the tasks agreed to in this Order or changed economic circumstances. Respondent must notify DEQ in writing within fifteen (15) days after Respondent knows or should have known of a force majeure event that is expected to cause a delay in achieving compliance with any requirement of this Order. Failure to submit notification within fifteen (15) days waives the right to claim a force majeure.

30. Respondent and DEQ may amend this Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ. Any amendment to this Order may require the payment of an administrative penalty.

31. Upon their approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this Order are incorporated into it and enforceable under it. Failure to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this Order.

32. No informal advice, guidance, suggestions, or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by DEQ when required by this Order.

33. Respondent agrees to allow agents of DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review, and other authorized activities to assess compliance with Oklahoma statutes and rules and this Order. If Respondent is required to sample or test, Respondent agrees to give DEQ reasonable notice of the sampling or testing date and time and allow DEQ to observe and/or split-sample.

34. Unless otherwise specified, any report, notice, or other communication required under this Order must be in writing and must be sent to:

For DEQ:

Jordan Hultgren, E.I., District Representative
Municipal Wastewater Enforcement Section
Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

For Respondent:

Ronny Dooling, Director
Coweta Public Works Authority
P.O. Box 850
Coweta, Oklahoma 74429-0850

35. This Order is enforceable as a final order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this Order and for the purpose of resolving disputes.

36. Nothing in this Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Order.

37. Nothing in this Order excuses Respondent from its obligation to comply with all applicable federal, state, and local statutes, rules, and ordinances. Respondent and DEQ agree that the provisions of this Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

38. The provisions of this Order apply to and bind Respondent and DEQ and their officers, officials, directors, employees, agents, successors, and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Order.

39. Compliance with the terms and conditions of this Order fully satisfies Respondent's liability to DEQ for all allegations of noncompliance in this Order. If Respondent satisfies the requirements of this Order, DEQ will not pursue any other remedy, sanction, or relief that might otherwise be available to address the allegations of noncompliance in this Order. Nothing in this Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

40. This Order is for the purpose of settlement. Neither the fact that Respondent and DEQ have agreed to this Order, nor the Findings of Fact and Conclusions of Law in it, shall be used for any purpose in any proceeding except the enforcement by Respondent and DEQ of this Order and, if applicable, a future determination by DEQ of eligibility for licensing or permitting. As to others who are not parties to this Order, nothing contained in this Order is an admission of Respondent of the Findings of Fact or Conclusions of Law, and this Order is not an admission by Respondent of liability for conditions at or near the Facility and is not a waiver of any right, cause of action or defense to which Respondent is otherwise entitled.

41. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing, and enforcing this Order will be Oklahoma County, Oklahoma.

42. The requirements of this Order will be considered satisfied and this Order terminated when Respondent receives written notice from DEQ that Respondent has demonstrated that all the terms of the Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

43. The individuals signing this Order certify that they are authorized to sign it and to legally bind the parties they represent.

44. This Order becomes effective on the date of the later of the two signatures below.

FOR COWETA PUBLIC WORKS AUTHORITY:

_____

NAOMI HOGUE
CHAIRMAN

_____

DATE

FOR DEPARTMENT OF ENVIRONMENTAL QUALITY:

_____

SCOTT A. THOMPSON
EXECUTIVE DIRECTOR

_____

DATE

Advertisement for Bids

Notice is hereby given that City of Coweta and the Coweta Public Works Authority (hereinafter called the "Owner") will receive sealed bids at at its office located at 310 S. Broadway, Wagoner County, Oklahoma, until the 28th day of March, 2024, for the Wastewater Treatment Plant Improvements - OWRB Loan No.: ORF-19-0002-CW and will be opened at 2:00 p.m. local time.

Funding for this project is provided through the Clean Water State Revolving Fund (CWSRF) program. As such, compliance with the Davis Bacon Act, American Iron and Steel, and Labor Standards Contract Provisions is mandatory.

All bids received at said time will be opened and evaluated for completeness and correctness. All work shall be performed and all construction and materials used and furnished shall be in accordance with the Plans and Specifications prepared by WDB Engineering, PLLC, and on file in the office of Coweta Public Works Authority.

The Bid Packet and Contract Documents for this project may be examined at the following locations:

1. WDB Engineering, 6330 SE 74th St., Oklahoma City, OK 73135
2. Quest CDN (links to the documents can be found at wdbengineering.net
3. SW News and Dodge Data

A complete set of Plans and Specifications may be obtained by the prospective bidders at these locations upon deposit of $200. Upon return of a complete set, in good condition, within 0 days after the time of bid opening, $0.00 will be refunded.

Each bidder shall accompany his original bid, filed with the Coweta Public Works Authority, with a certified or Cashier's Check on a solvent bank located in Oklahoma, or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said Plans and Specifications, and furnish the required bonds according to the Public Competitive Bidding Act of 1974.

The Owner will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety licensed in Oklahoma, and approved by the Owner and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

This project is to be financed by a CWSRF loan from the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. ORF-19-0002-CW. The following requirements and regulations must be complied with:

A. "Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."

B. "Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements including employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid. Requirements are contained in OWRB's Guidance and Procedures, ORF-267."

C. "Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1,3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to Oklahoma Water Resources Board Supplemental Conditions, ORF-185 as well as http://www.beta.sam.gov/."

D. "American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to P.L. 113-76, Consolidated Appropriations Act, 2014, Sec. 436 requires that "None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." For more information please refer to Oklahoma Water Resources Board Supplemental Conditions ORF-185."

E. "System for Award Management (SAM) registration is required for all SRF programs (CWSRF and DWSRF) applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to be awarded contracts by the SRF Programs. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects. New Applicants and Awardees can go to SAM.gov to complete the registration process."

Note: In order to register in SAM, a Data Universal Number System (DUNS) number will be required. DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity globally. D&B assigns DUNS numbers for each physical location of a business. All entities doing business with the U.S Government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using D&B web form process at http://fedgov.dnb.com/webform.

The bids filed with the Coweta Public Works Authority will be opened and considered by the Owner, at a meeting to be held in its office at 310 Broadway, Coweta, OK 74429, on the 28th day of March, 2024. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned.

The contract is to be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. The Owner reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

A pre-bid conference will be held on this project at the Waste Water Treatment Plant at 2:00 p.m. local time on the 21st day of March, 2024.

Approved on this 21st day of February, 2024.

/s/ Marcy Kilgore, City Clerk

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

Memorandum

To: Honorable Chair and Members of the Board of Trustees
From: Lisa Taylor, Interim City Manager
Re: Project NO. ORF-19-0002-CW
Date: March 4, 2024

BACKGROUND

The project will include the construction of a new lift station, lagoon, lagoon partition walls to create two aeration basins, two aerobic sludge digesters, construction of one flow equalization basin, an activated sludge pump station, two secondary clarifiers, and sludge drying beds, in addition to modification of the existing disinfection basin. These improvements will allow adequate wastewater treatment for anticipated growth in the community and will help to maintain the water quality in the Arkansas River.

Funding for this project was secured via Oklahoma Water Resources Board loans in 2022. Plans have been submitted to DEQ, and construction on the improvements must begin by May 1, 2024, according to Consent Order Case #23-186.

In keeping with compliance with the ODEQ Consent Order Case #23-186, construction on improvements at the wastewater treatment plant must commence on or before May 1, 2024. Staff published a bid notification for this project. Bid proposals will be opened on March 28, 2024.

STAFF RECOMMENDATION

Staff recommends that Council and PWA ratify the decision to solicit bids for Project No. ORF-19-0002-CW.

Attachments:
DEQ Consent Order Case #23-186
RFP Bid Advertisement

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

Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, Assistant City Manager
Re: RFP – Solid Waste and Recycling Services
Date: March 1, 2024

BACKGROUND

The Solid Waste department, under the direction of the Coweta Public Works Authority, currently provides direct services to the citizens of Coweta for the collection, removal, and disposal of solid waste.

Over the last several years, the PWA has experienced challenges in providing these services. Although the Solid Waste department staff is currently stable, it is often difficult to find employees willing to work a labor-intensive job at the wages we are able to provide. In addition, maintaining our fleet of three refuse trucks is difficult and costly. Furthermore, new subdivisions being added creates the need for additional refuse trucks and personnel to serve our growing community.

Staff has explored the possibility of outsourcing the solid waste services to an outside contractor, which will also include the option of providing curbside recycling services that will enhance our ability to serve our environmentally conscious citizens.

STAFF RECOMMENDATION

Staff requests approval to solicit proposals for Solid Waste and Recycling Collections, Removal and Disposal services.

ATTACHMENTS:

None

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

Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief

Re: Deep South Rescue Fire Truck Cancellation

Date: February 28th, 2024

BACKGROUND

The Coweta Fire Department was originally approved around January of 2022 to purchase a custom-built Rescue truck. The original completion date was expected to be around 300 days from signing of contract. Unfortunately, this has not been realistic. Chief Woodward has been told by multiple employees, salespeople & owners of Deep South Fire Trucks that they expect the International Chassis anytime & would expect a two-month completion once the chassis is on site at Deep South Fire Trucks. (specifically, 8 separate times)

Six months ago, previous City Manger Kolman was notified of this issue by Woodward. City Manager Kolman spoke to owners of Deep South who came to a verbal agreement that the order would stay as is. Chief Woodward has reached out to Deep South this last week with the same issues as noted before.

Chief Woodward has posted on the International Association of Fire Chief's website to gather information on the business named Deep South Fire Trucks. Fire Chief's who have responded are attached.

Purchase was approved in FY 23 budget with $265,442.00.

STAFF RECOMMENDATION

Staff recommends a motion to cancel this order.

Attached are 3 separate responses from Fire Department's located throughout the United States.

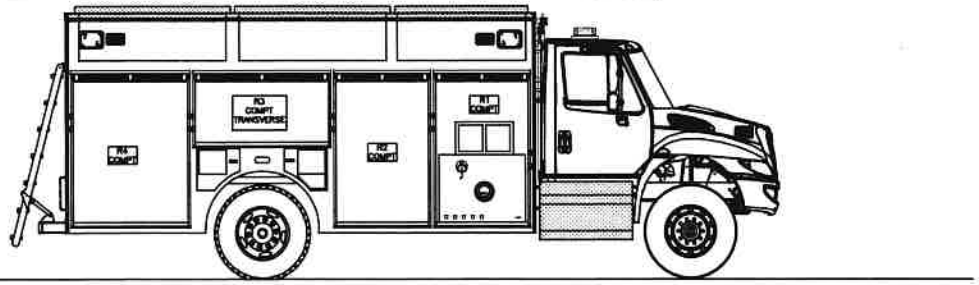
Benton County, AR has several Deep South 3000 gallon tanker/pumpers that were purchased in the last few years. The County assigns them out to departments to cover the unincorporated areas. Our unit is a 2017 Kenworth model chassis. We only use the tanker for runs in the rural district and mutual aid. While we are happy to have it, we have had several maintenance issues that seem to be the result of poor design and planning. The county plans to go with a different manufacturer for future rigs because several departments have expressed concern with the quality of construction and design. The electrical system has been a progblem, mostly due to multiple switches needing to be in the correct psoition for things to work. The body work and hose chutes have a lot of sharp corners and sloppy welds. We had a fire during an ice storm and while pumping a small fuse failed and the rig shut down. No one could find out why the rig shut down and it was over the weekend so the city mechanic would not come out. Due to the low temps the rig was drained and left sitting at the scene. When the mechanic came in he found the blown fuse. Unfortunately, almost every intake and discharge valve froze and cracked, and the rig had to be sent back to Deep South for repair. In the process they found that the new valves were different and substantial plumbing changes had to be made. The repairs took several months and cost us over $40,000.

We have not purchased any trucks from Deep South but the county joining us has and it has not been good. Their quality control needs some help. They took 3 old army trucks and made tankers out of them and they had trouble with 2 with pieces falling off going down the road. Just being honest about it but I do not even ask them for a quote.

I came across your inquiry on Deep South via the IAFC forum. We have a water tender built by them and it has not been a pleasant experience. Captain Hansen who leads our wildland division was very involved in this spec and all the issues that followed. It actually is OOS and the pump discharge is being rebuilt (at our cost) due to multiple issues. All I can say is "run"; but she can provide more details.

DRAWINGS MAY SHOW SOME OPTIONS. IF DISCREPANCIES EXIST BETWEEN DRAWING AND THE WRITTEN SPECS.,THE WRITTEN SPECS. WILL PREVAIL, AS FURNISHED BY DEEP SOUTH.

DESCRIPTION	DATE	APPROVED
COWETA RESCUE	5/5/21	DEA

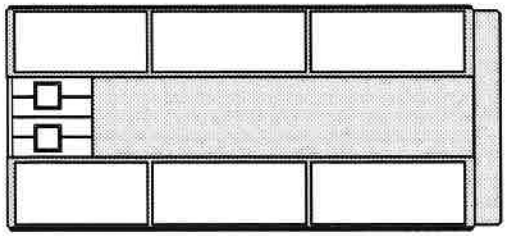


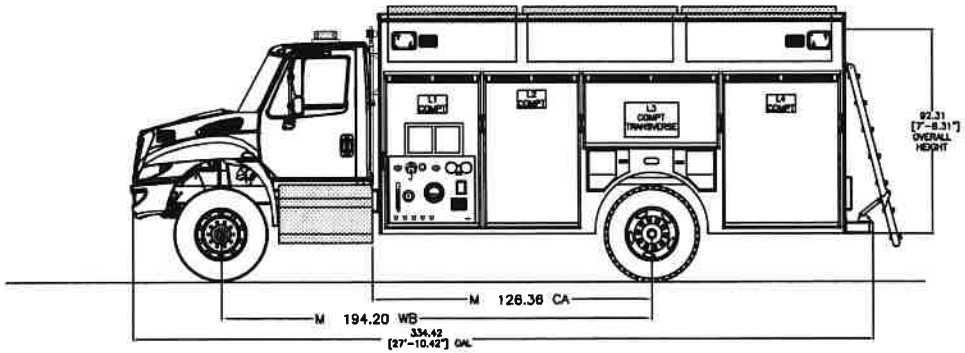
COWETA RESCUE
CHASSIS:IHC HV-507 2R
WATER: 500 GAL
PUMP: HALE AP-50

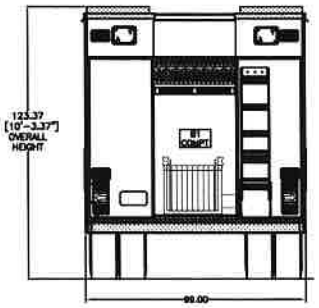
COMPT DIMENSIONS

COMPT	W	x	H	x	D
L1:	41.00	x	68.00	x	24.00
L2:	41.00	x	68.00	x	24.00
L3:	60.00	x	32.00	x	TRANSVERSE
L4:	49.00	x	68.00	x	24.00
R1:	41.00	x	68.00	x	24.00
R2:	41.00	x	68.00	x	24.00
R3:	60.00	x	32.00	x	TRANSVERSE
R4:	49.00	x	68.00	x	24.00
B1:	37.00	x	50.00	x	33.00

ALL COMPT'S TO HAVE ROLL UP STYLE DOORS







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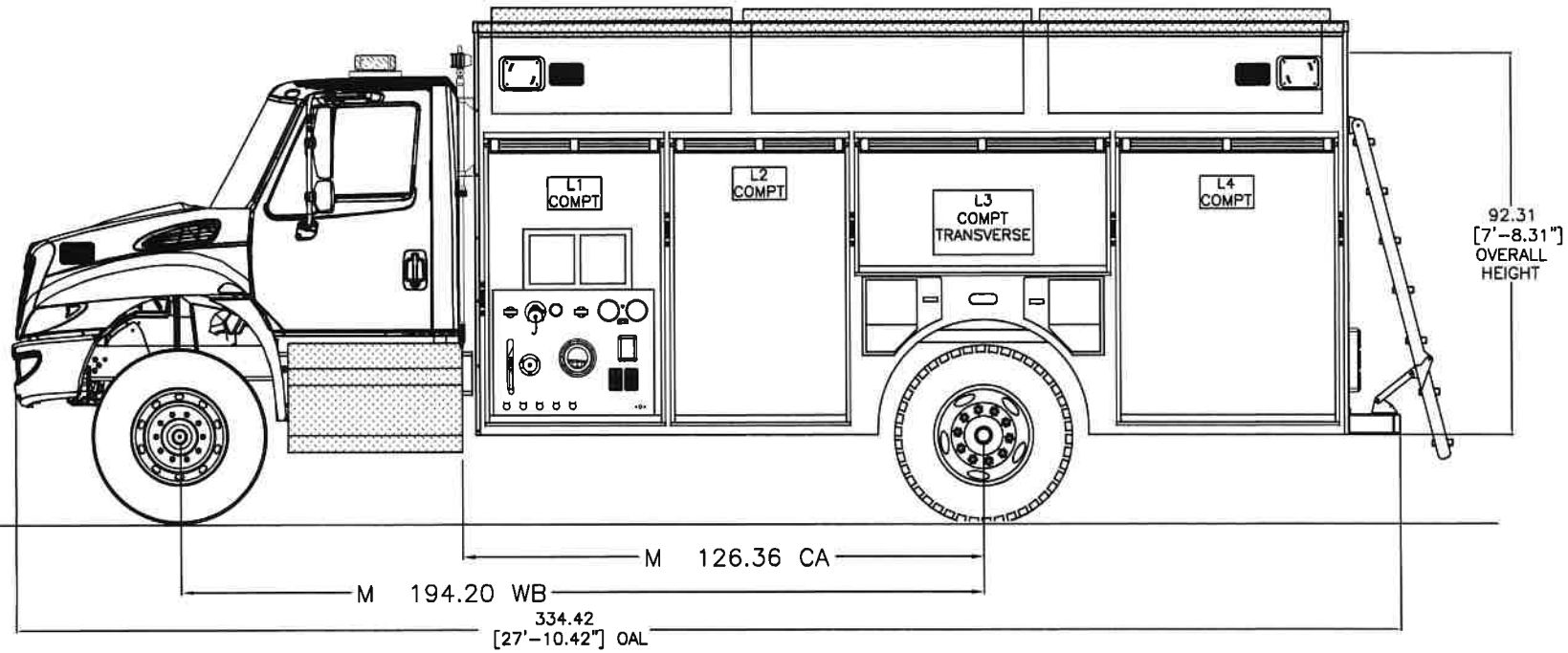

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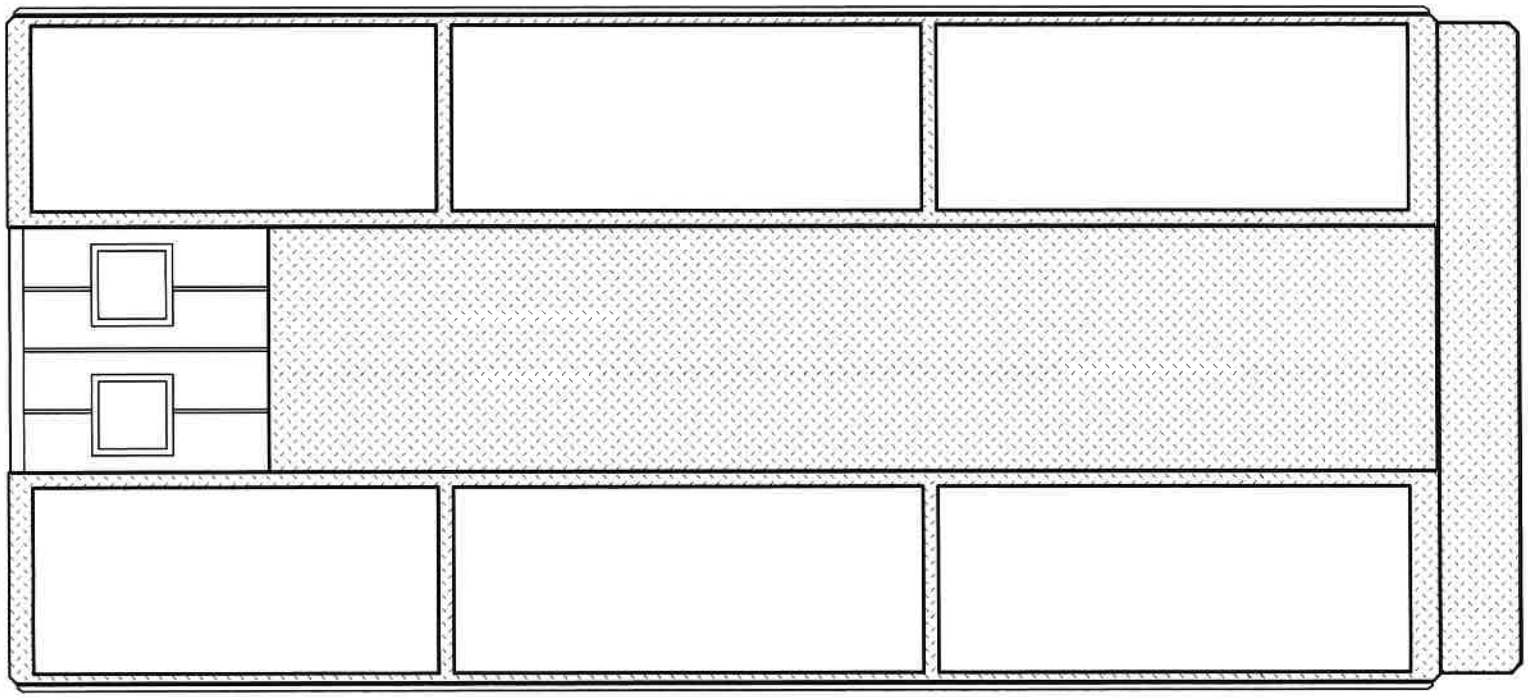

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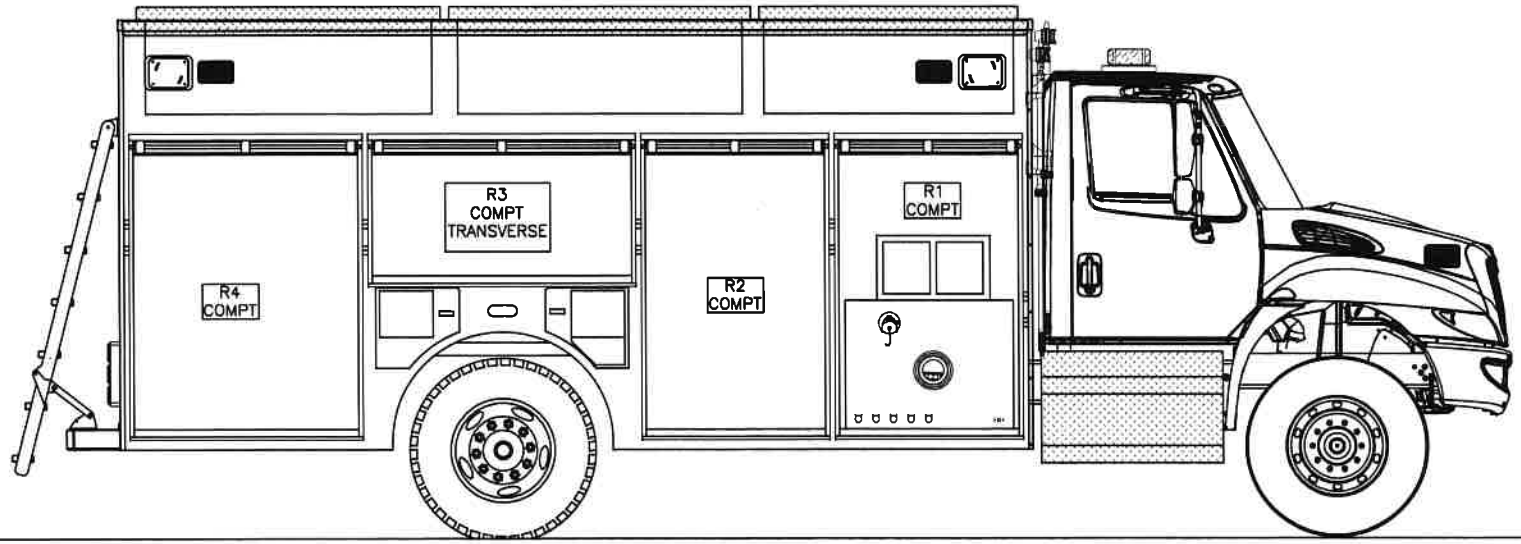

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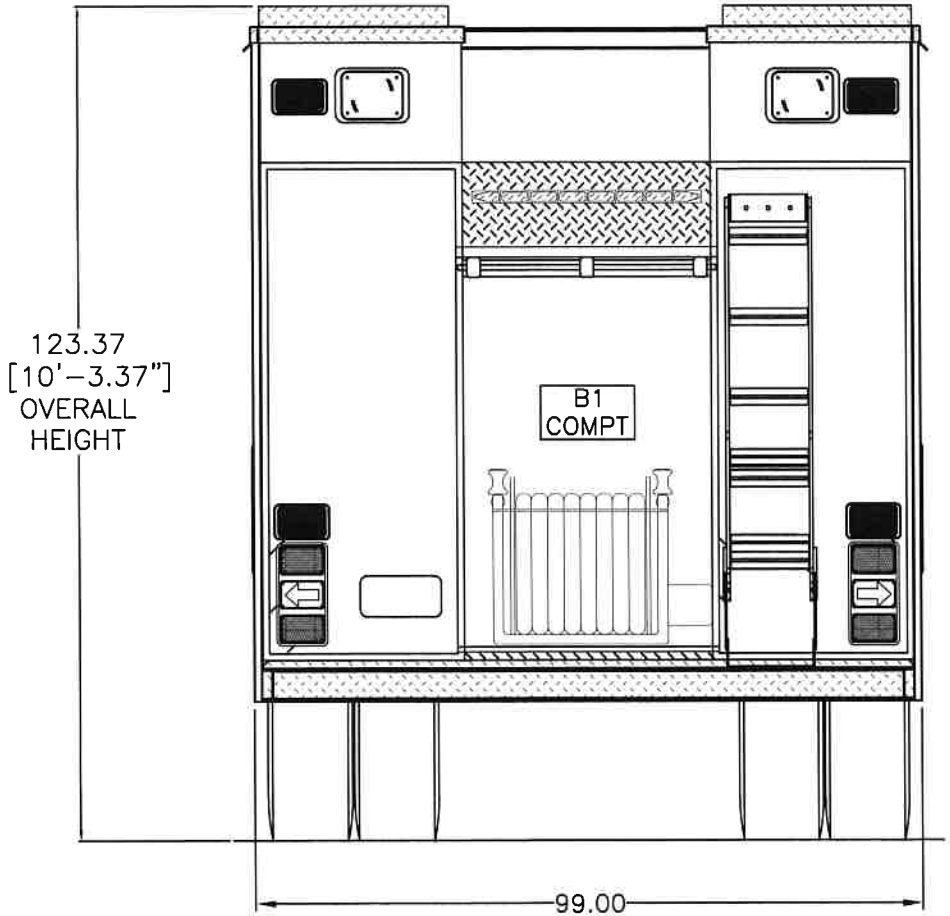

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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief

Re: Wireless Headset Communication Devices

Date: February 29th, 2024

BACKGROUND

The Coweta Fire Department is requesting to submit proper documentation to allow vendors to publicly bid for 13 vehicles to be outfitted with Wireless Headset Communication devices to allow Fire Department members to communicate efficiently and effectively when needed during any type of response.

STAFF RECOMMENDATION

Staff recommends a motion to approve the Request of Proposal.

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Mémorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Wrecker Agreement Approval
Date: June 13, 2023

BACKGROUND

In the past, the Police Department had a long-standing agreement with Gilberts towing which assisted our department with local towing company situations. They also provided the city with free towing for any city vehicles that required a tow due to mechanical issues. Upon the closure of Gilberts towing the department was faced with placing outside towing companies on their call rotation roster for such things as impounds, accident scene clean-ups and abandon vehicles.

During the past months, our department personnel have been dealing with late or no arrivals of wreckers that have been called out to accident scenes or traffic stops. This is a critical safety issue and as the Chief I am tasked with implementing corrective actions.

This agreement has been written addressing the safety concerns aligned with towing services and police services within the City of Coweta Police Department.

BENEFITS

By having the local Tow Services read and sign this agreement we believe this will cut down on the late or no arrivals during accidents and impound situations. If a wrecker service understands that they can be removed from the rotation list, they will do everything they can to stop that from happening. This agreement will also protect our citizens from having to deal with a tow service who is not providing exceptional services as prescribed in both the State Statues and this agreement. Lastly, this agreement will enhance the safety factor for our officers and tow truck drivers.

COSTS

There is no cost associated with this agreement.

STAFF RECOMMENDATION

Approval of this agreement and implementation through the Chief of Police

ATTACHMENTS

Wrecker Service Agreement

WRECKER SERVICE CONTRACT
CITY OF COWETA

THIS WRECKER SERVICE CONTRACT ("Contract") is entered into on this ____ day of _____, by and between the CITY OF COWETA, a municipal corporation ("CITY"), and _____, a licensed wrecker service ("WS").

In consideration of the following, the parties agree as follows:

0.0 Purpose

0.1 The purpose of this Contract is to secure for benefit of CITY, the services from a qualified licensed wrecker service who will be an independent contractor with complete control over the "hooking up", towing, and storage of vehicles (when impounded in the direction of the City of Coweta, Coweta Police, Fire, and Code Enforcement officials). The wrecker service will assume all responsibility for the damage incidental thereto, in accordance with law.

0.2 To secure services from licensed wrecker services, who will be an independent contractor(s) to tow CITY vehicles.

0.3 To establish liability for costs incurred pursuant to this Contract.

1.0 Boundaries

1.1 The normal service area for this Contract will be within Coweta's corporate limits.

1.2 Also included within the scope of this agreement will be vehicles towed as a result of a pursuit outside of the corporate City limits; vehicles towed from outside the city limits as a result of a criminal investigation as well as all city vehicles outside of the City limits, within the limits of CITY policy.

2.0 General Requirements

2.1 WS shall comply with all requirements and standards set forth in the current version of the Oklahoma Department of Public Safety Wrecker & Towing Services Manual. This manual will also serve as an operations guideline for the Coweta Police Department. When a conflict arises between the language of the contract and the wrecker service manual, the contract shall supersede, if not in conflict with applicable law.

2.2 All standards outlined in the manual denotes Oklahoma Highway Patrol or Department of Public Safety will also be applicable when requested or required by the Coweta Police Department or one of its officers.

2.3 CITY's Chief of Police or his or her designee may perform inspections of wrecker equipment or facilities at any time to maintain safety and integrity standards.

2.4 WS will use the tow slip form required by the Coweta Police Department and shall not release a vehicle from impoundment without obtaining a tow release from the Coweta Police Department. A copy of these records shall be kept for three years from the date of release of a vehicle by WS.

2.5 WS must maintain an adequate record system capable of identifying calls for service by the CITY, the services provided and the time of day, and response times for providing towing services.

2.6 WS response time from receiving a request for towing services within the municipal limits of CITY, and acceptance of such request by WS may be no more than 30 minutes. WS

understands that repeated violations of this requirement may be cause for termination of this contract.

2.7 If WS cannot provide towing services within the time required by Section 2.6 above, it will contact the Coweta Police Department immediately and give notice and an explanation as to why towing services cannot be provided.

2.8 After the removal or storage of any abandoned or wrecked vehicle at the request of CITY, the registered or legal owner of the vehicle, or their agent, may contest the validity of the removal or storage, by filing a written request for a hearing with the City Clerk of CITY. The written request may be filed before or after the vehicle is retrieved from the storage operator but must occur within five (5) business days of either occurrence. A hearing officer designated by the City Manager of CITY shall review the request and make a determination whether the vehicle removal and storage are justified. If the hearing officer deems the removal and storage unjustified, CITY shall be required to pay the cost of hookup, tow, and mileage. The WS shall waive all storage costs in such cases as a condition of eligibility to respond to a service call request from a public agency. The vehicle owner or agent shall not be charged any type of fees or costs relating to impoundment or storage in such case. If the tow and storage is deemed justified, the owner or agent shall bear the cost of reasonable tow and storage. In either case, prior to the release of the vehicle the owner or agent shall provide proof of security or an affidavit that the vehicle will not be used on public highways or public streets, as required pursuant to 47 O.S 7-600 et seq., shall be furnished to CITY.

2.9 WS may not charge CITY for towing or storage of vehicles towed at the direction of the Coweta Police Department for processing or forfeiture proceedings. If the court or police department awards custody of the vehicle back to the owner, WS shall only charge the amount of the original tow cost and a maximum of two days of storage costs. Storage may be charged for days left over the release date indicated by the court on the court order releasing the vehicle.

2.10 No person with a felony conviction or is otherwise prohibited from being employed by a wrecker/towing service as set forth in Section 595:25-3-1, Oklahoma Administrative Code, shall be employed by the WS.
An officer of the Coweta Police Department may ask for the identification and verification of any employee of the WS at any time.

2.11 The requirement that the wrecker company must register with and use the E-verify A system consistent with HB 1804 (25 § 1313) for its employees and require any contractors to use such a system if they provide services to CITY.

3.0 Equipment

3.1 All wreckers shall be equipped as specified in the most current version of Oklahoma Department of Public Safety Wrecker & Towing Services Manual.

4.0 Vehicle Owner Rights

4.1 When a vehicle is to be towed, and it is not at the request of a CITY official impounding a vehicle, the owner may request any wrecker company.

4.2 If an owner of a vehicle needs to obtain property from a vehicle, access will be granted during normal business operating hours by WS.

4.3 If an owner of a vehicle needs to have their vehicle released from impound, access will be granted 24 hours a day, including after hours, to obtain documentation for release.

5.0 Priority of Service

5.1 When prioritizing the response from WS, the following prioritizations will be used:

A. A request for service from a law enforcement officer involving a traffic hazard.

B. A request for service involving a disabled city vehicle.

C. All other requests from private individuals or businesses.

6.0 Experience/Licensing

6.1 WS shall provide a current Class "AA" wrecker license issued by the Oklahoma Department of Public Safety.

6.2 If WS employs a new driver, it must notify the Coweta Police Department before that person is allowed to tow vehicles pursuant to this Contract. The Coweta Police Department will follow up with the Department of Public Safety to confirm the driver's wrecker license within 21 days. Failure to comply with licensing requirements may result in the termination of this contract.

7.0 Insurance

7.1 WS shall provide CITY proof of liability insurance that meets or exceeds the coverage amounts required by law, and shall keep such required insurance policies in force and effect at all times.

8.0 Impound Yard

8.1 WS must operate its own secure impoundment/storage facility within twenty (20) miles from the Coweta Police Department.

8.2 The wrecker service must provide a secure storage facility per Oklahoma Law.

9.0 Suspension/Removal from Tow Rotation

9.1 WS may be temporarily removed from tow rotation by the Chief of Police for violation of law, suspension by the Oklahoma Department of Public Safety or other licensing authorities failure to maintain insurance as described herein, fraud committed by the wrecker service or its employees or theft by the wrecker service or its employees, or failure to keep vehicles properly sealed and/or secured.

9.2 WS may be removed from tow rotation if suspended two or more times in one year. If removed from the tow rotation, this Contract will be null and void.

9.3 WS may appeal a suspension or removal from tow rotation by the Chief of Police by filing an appeal to the City Manager or his/her designee, which shall be done in writing within ten (10) days from the date of suspension or removal from the tow rotation by filing an appeal with the City Clerk.

9.4 WS may voluntarily ask to be taken off rotation.

9.5 If WS or CITY terminates this Contract, WS shall make arrangements with the Coweta Police Department to have another licensed wrecker services tow and store those vehicles still in their care and custody.

10.0 Approval for Tow Rotation

10.1 To be approved for tow rotation, the applicant must:

A. Read, understand, and comply with all requirements of this Contract and the laws, rules and regulations of the State of Oklahoma.

B. This agreement shall be signed and returned (with all required documents attached) to the Coweta Police Department, Attn: Chief of Police.

C. Allow an inspection of the applicant's impound/storage lot by a representative of the Coweta Police Department.

Upon approval of the Chief of Police, it may take up to five (5) business days from delivery of the agreement to the Coweta Police Department for rotation procedures to be activated.

The applicant WS shall maintain compliance with this agreement and all requirements, rules and regulations imposed by State Law and the Oklahoma Administrative Code while WS is actively listed on the Coweta Police Department's Wrecker Rotation List. WS understands that failure to comply with this Contact and applicable law may result in removal from Coweta Police Department's Wrecker Rotation List.

This agreement is valid for the current calendar year ending December 31, 2024, and shall terminate at 11:59 PM on that date.

Print Name: _____

Company: _____

Title:_____

Signature: _____

Date: _____

STATE OF OKLAHOMA, COUNTY OF _____, ss:
_____

The above and foregoing instrument was acknowledged before me on this _____ day of _____, by _____, as _____ of _____._____.

_____
Notary Public

Approved:_____

Not approved :_____

If not approved, reason(s) listed here:
_____

_____ _____
Chief of Police Date

Client Service Agreement

INTRODUCTION

This "Service Agreement" defines the levels of service that the City of Coweta, for the benefit of the Coweta Police Department, ("Client") will receive from Utility Associates, Inc. ("UA" or "Supplier").

Purpose

The Client depends on IT equipment, software and services (the "System") that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the Client's business.

This Service Agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the System.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This Service Agreement is between:

The Client:	**The Supplier:**
City of Coweta, for the benefit of the Coweta Police Department	Utility Associates Inc.
212 N. Broadway Coweta, OK 74429	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
AC Ron Peterson 918-805-3829 rpetron@cityofcoweta-ok.gov	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This Service Agreement begins on the "Effective Date," which is the date of signature by the Client of this Service Agreement, and will run for the Term of the Service Agreement plus any extensions or renewals of such Service Agreement. The date indicated on an offer letter provided to Client by UA shall not function as an effective date.

It may be revised at any point by mutual written agreement of the parties, including if there are any changes to the Client's system.

Equipment, Software and Services Covered

This Service Agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with the written agreement of both the Client and Supplier.

Item Type	Number of Items	Item Priority
Rocket X Communications system for patrol vehicles	18	1
EOS Body camera device and mount system	25	1
Uniform Modification Credit of $200 per EOS device	25	1
POLARIS software user licenses	Unlimited for Client personnel	1
Computer Aided Dispatch (“CAD”) Integration	1	2

Exclusions

This Service Agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This Service Agreement does not apply to:

- Any equipment, software, services or other parts of the System not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this Service Agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the System’s ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services of the Client.

This Service Agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier’s control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the System used by the Client. This Service Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will do the following:

- POLARIS software services will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided System as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of this Service Agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the Client directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Service Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Client; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Client and the services described herein are collectively referred to as the "Service". Subject to Client's payment of the applicable fees and Client's compliance with the terms of this Service Agreement, Client, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Client's and its affiliates' internal business purposes. UA will issue to one Licensed User ("Client Administrator") an individual login identifier and password ("Administrator Login") for purposes of administering the Service. Using the Administrator's Login, the Client Administrator shall assign each Licensed User a unique login identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Client shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Client shall be responsible to ensure, by written agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such login identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Service Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Service Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Client and/or its Licensed Users are in material breach of this Service Agreement. Client shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Client or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Client's and its Licensed Users' use of the Service. Client acknowledges that the Service may contain devices to monitor Client's compliance with the terms and restrictions contained herein and Client's obligations hereunder.

1.1.2 Operating Environment. Client is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Client to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Client shall have the right to terminate this

Service Agreement upon thirty (30) days written notice to UA. During the term of this Service Agreement, if UA upgrades the version of the Services Client is using under this Service Agreement, Client will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Client may elect to purchase the optional software modules for an additional fee; however, Client has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Client support in the form of a Help Desk. Clients reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.
a. Availability. The Service will be made available to Client and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

(i) Scheduled network, hardware or service maintenance;
(ii) The acts or omissions of Client or Client's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
(iii) A failure of the Internet and/or the public switched telephone network;
(iv) The occurrence of any event that is beyond UA's reasonable control, or
(v) At Client's direction, UA restricting Client's and its Licensed Users access to the Service.

b. Commitment. Client is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Client satisfying its obligations herein, UA guarantees that the Service will be available to Client and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Client a prorated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "prorated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's Eos Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the Service Agreement, UA will furnish the following allotments and services within 90 days of the Effective Date. Such allotments and services may no longer be available after the expiration of the 90-day period, subject to UA's discretion.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per Eos camera purchased, will be modified to Eos ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear Service Agreement, include the following:
(i) Duty shirts (long or short sleeve)
(ii) Soft outer carrier vest
(ii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to Eos ready status at <u>an additional charge</u>, include the following: (please see table 1.2.1, for pricing details)

(i) Polo shirts
(ii) Commando style sweaters
(ii) Tactical vest or outer plate carriers
(iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive Eos standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

(i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
(ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
(iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at $2,500 per session.
(iv) Annual Warranty and Support Fee of $300, per year, will be assessed of the certified uniform reseller. Failure to pay within 30 days of invoice will void any warranty claims against grommeting machine hardware provided for the purposes of Eos ready uniform retrofitting

1.2.1 Uniform Retrofit Pricing Schedule. Prices effective May 2023.

a. Eos - **standard** garment retrofit service table

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, Eos Ready	$13
Blauer 8780, 8370, 8375, 8470 (XP Series)	Carrier Vest Mount, Eos Ready	$23
Blauer 343, 343R	Traffic Safety Vest, Eos Ready	$23
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, Eos Ready	$23
Spiewak	Carrier Vest Mount, Eos Ready	$33
Duty Jacket (Charge per Layer)	All Jackets (Except Leather – Estimate Only)	$23
All Standard Uniform Types	Grommet Swap Out	$10

b. Eos **non-standard** garment retrofit service table. Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered. For additional questions, comments or concerns please email UA at: uniforms@utility.com.

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	$33
Tactical Vest or Load Bearing Vest (LBV) – All Styles	$53
Polo Shirt	$43
Polo Carrier – Horizontal Zipper	$43
Leather Jacket / Coat.	Estimate Only
Patches	
Single	$5
Pair	$6
Name Tape - Includes Embroidery and Velcro	$10

Motor unit jackets must be quoted via design consult, please contact uniforms@utility.com to schedule.

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Service Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Client's payment of all applicable Fees, UA hereby grants to Client a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Client's and its affiliates' internal business purposes, on a computer or a computer network operated by Client, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Client's notification of such use through an End User License Agreement ("EULA"), UA will provide such notification to the Client. In order to use the Service, the Client agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Client's use of the Service subsequent to such notice(s) shall constitute Client's acceptance of the EULA(s).

2.3 Restrictions. Client and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Service Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Service Agreement. All rights not expressly granted hereunder are reserved to UA.

2.4 Client Data Ownership and Retention. The System captures, generates and creates images, video and other related media ("Data"). Except as otherwise stated herein, Client shall retain all right, title and interest in Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client Data"). Client shall be solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data. Client shall implement a record retention and classification policy for managing and, as applicable, storing Client Data. The default retention period for Data shall be twelve (12) months from the Data's date of capture, generation or creation after which time it shall be deleted. UA reserves the right, in its sole discretion, to transfer Data and Client Data into archival storage without notice to the Client after three (3) or more months from the date of such Data's or Client Data's capture, generation, or creation. Client's access to Data and Client Data in archival storage may be delayed up to 24 hours from the time of Client's request for access. Any amendment or modification of this Section by the parties may result in the imposition of an additional fee or charge which shall be the responsibility of the Client.

2.4.1 ALPR Data. Vehicle detection data created and/or generated by the System's Automated License Plate Reader ("ALPR") functionality shall be a separately defined and classified type of Data ("ALPR Data"). Client shall retain all right, title and interest in ALPR Data captured, generated or created by or through the Client's use of the System for its internal business purposes ("Client ALPR Data"). Client shall implement a record retention and classification policy for managing and, as applicable, storing Client ALPR Data. Client shall also implement a record retention policy for the management of ALPR Data. Prior to the implementation of Client's ALPR Data retention policy, the default retention period for ALPR Data shall be twelve (12) months from the ALPR Data's date of generation or creation after which time ALPR Data shall be deleted.

2.4.2 ALPR Data Sharing. ALPR Data shall be made available to other law enforcement agency clients under contract or agreement with UA within Client's state ("Other LEAs"). Client shall similarly have access to ALPR Data created and/or generated by Other LEAs within Client's state. Access to additional, out-of-state ALPR Data may be provided upon Client's request and Other LEA's acceptance.

2.4.3 ALPR Data Sharing Consent. Client, in its sole discretion, hereby grants Other LEAs a limited right to access and use its ALPR Data as authorized, defined and/or restricted by any applicable federal, state and/or local laws, regulations and/or policies. Other LEAs may grant a limited right to Client to access and use their own ALPR Data which Client shall access and use in full compliance with any applicable federal, state and/or local laws, regulations and/or policies. Client may restrict access to its ALPR Data and restrict its access to Other LEAs' ALPR Data at any time by submitting written notice to UA. UA shall restrict access to Client's ALPR Data and Client's access to Other LEAs' ALPR Data no later than five (5) business days after receipt of such notice from Client.

2.4.4 ALPR Data Indemnification. To the extent permitted by applicable law, Client agrees to indemnify and hold harmless UA against any damages, losses, liability, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Client's sharing, use or access of ALPR Data in connection with its use of the System including, but not limited to, any claim that such action violates any applicable federal, state and/or local law, regulation and/or policy or third party right.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Client shall pay annual Service usage fees ("Fees"). The Fees do not include any excise, sales, lease, use, property, or other taxes, or assessments (collectively, "Taxes"). Client, as a political subdivision of the State of Oklahoma, hereby represents and warrants that it is exempt from any and all Taxes as defined herein and shall furnish UA any required documentation upon request to evidence its exemption. If Client fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, UA may bill Client a 1.5% fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein. Should Client have a billing dispute, Client must provide notice to UA in writing within thirty (30) days of the invoice date with an explanation of the disputed invoiced amount or else Client will waive the right to dispute the amount set forth on the invoice. Clients are still obligated to pay undisputed amounts.

3.2 Time-and-Materials Service. If Client requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Client returns to UA during the period of the initial term of the Service Agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial Service Agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) Authorization. Failure to return warranty replacement items in the time specified by UA may result in additional fees or surcharges assessed at UA's sole discretion. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Client Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Service Agreement and to perform its obligations under this Service Agreement; (b) the execution and performance of this Service Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Service Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants

that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. Client's sole and exclusive remedy for defects, errors or malfunctions of the Software as a Service shall be a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Client represents and warrants to UA that Client and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Client represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Client also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Client represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Client further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CLIENT ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CLIENT RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON INFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CLIENT'S NEEDS.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Client or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its Clients, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Client can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Client, any of its affiliates or any of its or their respective employees,

contractors or agents), (b) has been made available to Client on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, (c) has been independently acquired or developed by Client without violating any of its obligations under this Service Agreement, or (d) is information, documents, data or a record which is subject to disclosure pursuant to the Oklahoma Open Records Act (51 O.S. §24A.1, *et. seq*.).

5.2 Non-Disclosure of Confidential Information. Client shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Service Agreement) such Confidential Information without the express written consent of UA or as required by law. Confidential Information of UA shall be protected by the Client with the same degree of care as Client uses for protection of its own confidential information, but no less than reasonable care. Client may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so, or as required by law. At any time upon the request of UA, the Client shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Client shall certify in writing as to its compliance with the foregoing. Client agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Client shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Client shall advise UA immediately in the event Client learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Client is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Client shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Client, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Service Agreement. UA Confidential Information shall not include information which can be demonstrated by Client: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of Client, its employees, or agents; (ii) to have been supplied to Client after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Client apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Service Agreement and/or the business relationship created hereby, and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Client Confidential Information. Notwithstanding any provision of this Service Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Client, (b) any information that derives economic value from not being generally known to persons other than Client and its employees, and (c) any information that is the subject of efforts by Client that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Client in oral, graphic, written, electronic or machine readable form ("Client Confidential Information") and shall not disclose or use such Client Confidential Information without the express written consent of Client. Client Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Client Confidential Information only to those of its employees who have a need to know the Client Confidential Information for purposes of performing or exercising rights granted under this Service Agreement and only to the extent necessary to do so. At any time upon the request of Client, UA shall promptly, at the option of Client, either return or destroy all (or, if Client so requests, any part) of the Client Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Client Confidential Information in a manner consistent with the maintenance of Client's rights therein and to take

appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Client in identifying and preventing any unauthorized access, use, copying or disclosure of the Client Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Client immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Client, and UA will, at UA's expense, cooperate with Client in seeking injunctive or other equitable relief in the name of UA or Client against any such person. Client Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Service Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Client to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Client is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all login identifiers and passwords provided hereunder are deemed Confidential Information of UA. Client and Licensed Users are responsible for maintaining the confidentiality of such login identifiers and passwords. Client agrees to (a) notify UA of any unauthorized use of such login identifiers or passwords or any other breach of security pertaining to the Service when it became known to the Client, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Client's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Service Agreement and for a period of five (5) years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Client and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CLIENT TO UA UNDER THIS SERVICE AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICE AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Client hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all

patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Service Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless terminated earlier as set forth herein. The Service Agreement shall automatically renew at the end of the Term for four (4), additional one (1) year terms (each a “Renewal Term”) unless either party provides written notice of termination at least ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Service Agreement in the event that:

(a) the other party breaches any material obligation, warranty, representation or covenant under this Service Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach or,

(b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity.

If timely payment of Fees is not received by its due date, UA reserves the right to either suspend or terminate Client’s or Licensed User’s access to the Service, upon at least thirty (30) days written notice delivered to the Client. Upon termination or expiration of this Service Agreement for any reason, the License and the Service shall terminate, Client will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Service Agreement or expiration and UA shall have no further obligations to Client. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Service Agreement for any reason.

8.2 Appropriations. This Service Agreement shall immediately terminate if Client fails to appropriate sufficient funds to keep this Service Agreement in force.

8.3 Non-Substitution. Client agrees not to enter into a contract, agreement or other legal instrument with a different counterparty for the provision of similar products or services, as determined by UA in its sole discretion, to the Client for a period of at least one (1) year if Client is required to terminate this Service Agreement pursuant to Section 8.2 herein.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Service Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Service Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Service Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma. Any suit or proceeding relating to this Service Agreement shall be brought in the courts, state and federal, located in Wagoner County, Oklahoma.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS SERVICE AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Client will not assign, sublicense or otherwise transfer this Service Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Service Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Client's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. Except for Changes, as set forth in Section 1.1.3, which shall not require the mutual written authorization of the parties hereto, all amendments or modifications of this Service Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Service Agreement that are not executed by an authorized representative of UA and Client; (b) any oral modifications to this Service Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Service Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Service Agreement.

9.8 Severability. If any provision of this Service Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Service Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Service Agreement. This Service Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Service Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Client have executed this Service Agreement as of the date set forth below. All signed copies of this Service Agreement shall be deemed originals.

Signed on behalf of Client:

Signed: _____

Name: _____

Title: _____

Date: _____

Signed on behalf of Supplier:

Signed: _____

Name: _____

Title: _____

Date: _____

November 29, 2023

Chief Mike Bell
Coweta Police Department
212 N Broadway
Coweta, OK 74429

Dear Chief Bell,

Utility Associates, Inc. (UA, herein) is honored the City of Coweta, Oklahoma, for the benefit of the Coweta Police Department, has selected our Company to provide its officers with EOS and Rocket IoT™ and in car communications. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Utility – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that the Coweta Police Department intends to enter into with our Company:

1. Services Pricing Proposal:

    a. Vehicle Rocket X communications systems to support a total 18 patrol vehicles
    b. 25 EOS Body cameras
    c. CAD Integration
    d. Period of agreement = 1 years (12 Months) from date of authorized signature with Four-1 Year Renewals
    e. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, Utility generated data storage/retrieval, warranty, support for a period of 1 Years (12 Months) for: $30,462.80 with renewal years 2-5 at the same price as year 1 for a total cost $152,314.00
    f. Attachment A - pricing (RFP Proposal) outlines the details of the services pricing proposal, with associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for 1 years (12 Months) followed by 4 renewal periods, each system will include the following:

    Rocket IoT Vehicle Communications/ triggers - Includes Polaris™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited EOS Generated Audio/Video Storage and Download.

    Every Officer (Qty. 25) will be equipped with the following:

    a. One (1) EOS™ Body camera and Mount
    b. One (1) Bluetooth EOS Wrist/Belt Trigger
    c. Five (5) Retrofits of Existing, Standard Uniform Garments, to EOS Ready Status, per EOS Camera Purchased – See Section 1.1.6 of the Customer Service Agreement, for Definition of Standard Uniform or One Retro fit Molle Vest and 1 Molle External Mount
    d. $200.00 Uniform credit toward Uniform with accessory for Bodyworn ready uniforms.
    e. Polaris Video Management Software and Mapping Interface License

f. Unlimited EOS Generated audio/video Download & Storage – Based on Department's Retention Policy
g. Smart Redaction Software License
h. Installation and Training – Onsite and Online Training Included
i. Full Warranty
j. 24/7 Technical Support for the Life of the Contract

Every Vehicle (Qty. 18) will be equipped with the following:

a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
b. Rocket IoT Vehicle Triggers
c. Setup of Rocket IoT Control Interface through Vehicle MDC
d. Installation, Validation, and Configuration
e. Full Warranty
f. 24/7 Technical Support for the Life of the Contract

Agency will receive the following:

a. CAD Integration

For high-speed wireless video offload, Utility Inc. will provide Zero (0) Smart WayPoint. Normally, this is deployed at the primary offload location, or Headquarters. Should the Office wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, with five (5) years of services and support for $15,800/ea. See (7) below for details about Smart WayPoint connectivity.

3. Additional Products and Services – Post CSA Execution : Additional products and services, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA personnel.

4. Installation Services: Outside the scope of this offer, any additional units will be subject to the following.

a. Daily rate charges of $1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
b. A charge for deinstallation of competitor equipment is assessed at a minimum of $100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive in order to avoid any additional fees.
d. Contract services begin upon receipt of hardware. This agreement requires that the customer be capable of receiving hardware within 4-6 weeks of contract signing.
e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management.

5. Client Service Agreement (CSA):

a. The Client Service Agreement asserts 99% uptime with 24/7 technical support. This includes after hours call back on any issues requiring immediate attention. On/Off hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer/Deputy(s) is/are on duty.
b. Details of the CSA are provided in Attachment (B).

6. CAD Services: UA will make reasonable concessions to perform successful integration of EOS services with your current CAD vendor. UA has successfully integrated EOS and CAD services with many vendors in the marketplace and we are confident in our abilities to integrate with your Department's provider

    a. Integrations are sometimes dependent on our ability to establish a working relationship with your current CAD vendor. This is particularly true with new CAD vendors that UA does not have an established working relationship with at the time of contract execution.
    b. Prices quoted for integration cover a standard scope of work for said services. Exceptions will be assessed on a per case basis with additional charges applying
    c. While UA utilizes varying methods to pull metadata information from your current CAD vendor, the discretion as to the most effective approach will be determined by the information obtained from the CAD vendor, with UA, CAD vendor engineers, and your IT staff making the final assessment as to the integration method of preference
    d. While rare, certain CAD vendors may resist sharing of information for the purposes of integrating and activating EOS cameras based on calls for service. Any additional fees assessed by the CAD vendor, will be forwarded to the Customer for prompt payment. These fees are ultimately between the Customer and CAD vendor to reconcile.

7. Terms and Options for Payment of Services: In consideration of the potential partnership between UA and the City of Coweta, for the benefit of the Coweta Police Department, we would like to extend the following special payment terms for a one (1) year agreement which shall include four (4) one-year renewal options which shall take effect automatically to extend the agreement for a total period of five (5) years, unless earlier terminated as set forth in the CSA.

    Installment Payment Option:

Payment 1: Paid Upon Signature	**$30,462.80**
Renewal Payment 2: Paid Year 1 Anniversary	**$30,462.80**
Renewal Payment 3: Paid Year 2 Anniversary	**$30,462.80**
Renewal Payment 4: Paid Year 3 Anniversary	**$30,462.80**
Renewal Payment 5: Paid Year 4 Anniversary	**$30,462.80**
Total:	**$152,314.00**

8. Network Connectivity Via Smart WayPoint (Utility Access Point): The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoint(s). The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or (b) connecting the Smart WayPoint to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier.

We are privileged to work with the Coweta Police Department on this project. Should you have any questions, at any time, please feel free to call or email me at: 317-457-1577; Email: Mosborn@utility.com

Respectfully,

Mark Osborn

Mark Osborn, Utility Associates Business Manager

Offer Acceptance by Authorized Official: _____

Title: _____

Date: _____

cc. Michael Nark, Chief Executive Officer
Amanda Havice, Chief Financial Officer
John Whitehead, Chief Revenue Officer
David Dietrichs, General Counsel

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

Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Approve Purchase BID package for Utility Camera System
Date: 8/31/2023

BACKGROUND

Currently the Coweta Police Department is using the Wolfcom camera system which it purchased during the 2019 Budget year. This system was purchased using grant funds provided by OMAG, and due to the limited funds, it was decided to use an internal server to store all the captured videos. This server was capable of storing approximately 10 terra bits of information which should equate to approximately 5 to 6 thousand videos.

Our department quickly became aware that the storage was filling up quickly. It was then decided to go into our policies and change specific retention rules to allow the deletion of specific incidents such as traffic stops without any filed citizen complaints within 60 days. This cleared some of our storage space but clearly not enough. This storage issue became a critical issue when the server began to fail causing our department to lose videos considered criminal evidence.

Wolfcom suggested that we change from the current internal server to a cloud server which would allow more storage but at a substantial cost. After identifying the problem and finding a clear solution it was decided to purchase a completely new camera system with an external cloud storage system.

Due to the cost of this system the required BID system was implemented. Bids were received, reviewed and a final decision was made to accept a BID from Utility Inc.

BENEFITS

This new system will allow our department to install an internal modem within our police units which will allow us to connect all internal components to the internet. This will reliability and speed of all these components. It will also allow all the videos to be stored in the cloud giving our records department faster more efficient access to video evidence. Officers will no longer be required to dock cameras in order to download video evidence, instead it will automatically process to the cloud when the officer gets within a certain range of the rocket or internal modem.

This system will allow Police Administration to access livestream videos from officers at active crime scenes which will allow more efficient command and control.

Due to this system being leased from Utility instead of purchased, if a camera is damaged, becomes inoperative, or becomes obsolete, it will be replaced at no cost to the city. This has the potential to save the city thousands during the life of this agreement.

The department will have access to unlimited cloud storage which will be accessible to our officers, administration, records and outside agencies who request video evidence, saving hours of research currently conducted by our records clerk. It also has a built-in redaction program.

COSTS

The yearly lease cost for this system is $30, 462.80. There will be an additional first year cost of $6000 to purchase new outer vest covers for each officer's protective vest, this will allow the installation of the camera equipment. Making the total first year cost of $36,462.80. This purchase was included and approved during the 2023-2024 budget by council and will be paid using funds from budget line 12-5404.007

STAFF RECOMMENDATION

Recommend acceptance and approval of the BID package from Utility Associates allowing the purchase of the Utility Camera system and allow the interim City Manager to implement and sign all required paperwork associated with this project.

ATTACHMENTS

1. Utility Cover Letter
2. Utility Client Service Agreement

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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Ordinance 884 – Fats, Oils, and Grease (FOG) Program
Date: 03-04-2024

Applicant
Carolyn Back, Community Development Director, is seeking City Council approval/adoption of a Fats, Oils, and Grease (FOG) Ordinance to align with Oklahoma Department of Environmental Quality (ODEQ) Consent Order Case No. 23-186, requiring the adoption of an approvable FOG Ordinance by April 1, 2024.

Findings of Fact – (FOG related)

- March 25, 2022 – Respondent mentioned to ODEQ that camera inspection work was planned for the line segment between lagoon #3 and the chlorine contact basin.
- September 28, 2022 – ODEQ sent Respondent a letter requesting the results of the camera inspection.
- October 28, 2022 – ODEQ received letter from Respondent containing results from the camera inspection finding additional buildup of moss/sludge balls inside two (2) of the manholes between cell #3 and the chlorine contact basin.
- November 10, 2022 – ODEQ and Respondent discussed the results of the camera inspection. Respondent stated the FOG balls continue to accumulate within the Wastewater Treatment Plant (WWTP), promoting the growth of moss in between cell #3 and the chlorine contact basin, stating they were unsure why these accumulations were continuing at such a high rate.
- January 25, 2023 – ODEQ requested a copy of the Respondents grease trap inspection program and any ordinances to support the program. They further stated if a grease trap inspection program and ordinances had not been instituted, the Respondent was to provide ODEQ with an anticipated implementation scheduled for each.
- June 1, 2023 – Respondent sent ODEQ an email with a proposed grease trap inspection program outline with a target of putting a FOG Ordinance up for vote in September 2023.
- October 25, 2023 – ODEQ communicated with the Respondent with both agreeing that it be beneficial to resolve ongoing WWTP permit limit violations including the implementation of the FOG Ordinance.
- December 1, 2023 – By Consent Order from the ODEQ Executive Director, Respondent was given a task to adopt an approvable FOG Ordinance by April 1, 2024.

STAFF COMMENTS
Staff recommends approval of FOG Ordinance to reduce impacts on WWTP and meet ODEQ Consent Order.

ATTACHMENTS

1. ODEQ Consent Order Letter December 1, 2023
2. Ordinance No. 884

Oklahoma Dept of Environmental Quality
707 N Robinson Ave
Oklahoma City OK 73102-6010

WQD

USPS CERTIFIED MAIL

9214 8901 7960 5800 0498 00

NAOMI HOGUE CHAIRMAN
COWETA PUBLIC WORKS AUTHORITY
C/O: RONNY DOOLING DIRECTOR OF PUBLIC WORKS
PO BOX 850
COWETA OK 74429-0850

Coweta S-20410 CO 23-186
Heather Bateman

Scott A. Thompson
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

December 1, 2023

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Naomi Hogue, Chairman
Coweta Public Works Authority
c/o Ronny Dooling, Director of Public Works
P.O. Box 850
Coweta, Oklahoma 74429-0850

Re: Consent Order Case No. 23-186
Coweta Public Works Authority Wastewater Treatment Plant
Facility No. S-20410
OPDES Permit No. OK0020281
Problem(s): Permit Violation(s); 5-Day Biochemical Oxygen Demand Exceeded Permit Limits

Dear Director Dooley:

The enclosed Consent Order Case No. 23-186 requires the Coweta Public Work Authority (Authority) to perform certain tasks to eliminate OPDES permit violations from its wastewater treatment plant (WWTP). The Consent Order establishes tasks and a schedule to bring the WWTP into compliance with Oklahoma statutes and regulations. The Consent Order also requires the City to pay an administrative penalty as outlined in Paragraph 24 of this Consent Order.

Please sign and mail the original to me: Oklahoma Department of Environmental Quality (DEQ), P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677. **A file stamped copy of the signed original will be returned to you**. If this Consent Order is not signed and returned to DEQ within thirty (30) days of receipt, we will pursue other enforcement actions to ensure compliance.

If you have any questions concerning this Consent Order, please contact Jordan Hultgren E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ at 405-702-8214 or write to Mr. Hultgren at the letterhead address.

Sincerely,

Shellie R. Chard, Director
Water Quality Division
Oklahoma Department of Environmental Quality

Enclosure: As stated

STATE OF OKLAHOMA
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION

IN THE MATTER OF: **COWETA PUBLIC WORKS AUTHORITY,** **RESPONDENT,**	**CASE NO. 23-186**
FACILITY NO. S-20410 **OPDES PERMIT NO. OK0020281** **PROBLEM(s): Permit Limit Violation(s); 5-Day Biochemical Oxygen Demand Exceeded Permit Limits**	

CONSENT ORDER

The parties to this case, the State of Oklahoma, ex rel. Department of Environmental Quality ("DEQ") and the Coweta Public Works Authority ("Respondent") agree to this Consent Order in order to resolve certain environmental compliance issues.

This Consent Order ("Order") supersedes and closes the Notice of Violation ("NOV") No. S-20410-21-1 issued to Respondent on September 27, 2021.

FINDINGS OF FACT

1. Respondent owns and operates a publicly owned treatment works ("POTW") which serves the residents of the City of Coweta in Wagoner County, Oklahoma. The POTW consists of wastewater collection lines, appurtenances, and an aerated flow-through lagoon wastewater treatment plant ("WWTP") located in the NW¼, SW¼, Section 30, Township 17 North, Range 16 East of the Indian Meridian, Wagoner County, Oklahoma. The WWTP discharges treated effluent to Arkansas River pursuant to OPDES Permit No. OK0020281 ("Permit"), which became effective June 1, 2016.

2. On October 4, 2018, DEQ approved engineering report [ERS000073180530 ("ER")] for upgrades to the WWTP to accommodate an average daily flow up to 1.5 MGD. Table 10 of the ER had the following schedule.

	Task	Date
1.	Submit ER to ODEQ	March 1, 2018
2.	Obtain ODEQ Concurrence	September 17, 2018
3.	Submit Application to amend OPDES Permit	October 1, 2018
4.	Submit Plans & Specifications to ODEQ	December 1, 2018
5.	Obtain ODEQ Permit	January 1, 2019
6.	Obtain Financing	March 1, 2019
7.	Start Construction	July 1, 2019
8.	Complete Construction	July 1, 2020
9.	Attain Compliance with OPDES Permit	August 1, 2020

3. Respondent is required to electronically submit Discharge Monitoring Reports ("eDMRs") on a monthly basis. Since March 1, 2021, the Respondent has reported the following five-day biochemical oxygen demand ("BOD_5") permit limit violations:

Monitoring Period	Parameter (units)	Reported Result	Permit Limit
Mar. 2021	BOD_5, mo. avg. conc., (mg/L)	32.3	30
Apr. 2021	BOD_5, mo. avg. conc., (mg/L)	75.75	30
Apr. 2021	BOD_5, wk. avg. conc, (mg/L)	112	45
Apr. 2021	BOD_5, mo. avg. load., (lb/d)	593.31	190.2
May 2021	BOD_5, mo. avg. conc., (mg/L)	65	30
May 2021	BOD_5, wk. avg. conc, (mg/L)	86	45
May 2021	BOD_5, mo. avg. load., (lb/d)	589.16	190.2
Jun. 2021	BOD_5 mo. avg. conc., (mg/L)	100.6	30
Jun. 2021	BOD_5, wk. avg. conc, (mg/L)	164	45
Jun. 2021	BOD_5, mo. avg. load., (lb/d)	1001.41	190.2
Jul. 2021	BOD_5, mo. avg. conc., (mg/L)	68.75	30
Jul. 2021	BOD_5, wk. avg. conc, (mg/L)	93	45
Jul. 2021	BOD_5, mo. avg. load., (lb/d)	679.88	190.2
Aug. 2021	BOD_5, mo. avg. conc., (mg/L)	54.5	30
Aug. 2021	BOD_5, wk. avg. conc, (mg/L)	101	45
Aug. 2021	BOD_5, mo. avg. load., (lb/d)	295.64	190.2
Sep. 2021	BOD_5, mo. avg. conc., (mg/L)	42.5	30

Monitoring Period	Parameter (units)	Reported Result	Permit Limit
Sep. 2021	BOD_5 wk. avg. conc, (mg/L)	61	45
Sep. 2021	BOD_5, mo. avg. load., (lb/d)	203.82	190.2
Nov. 2021	BOD_5, mo. avg. conc., (mg/L)	35	30
Dec. 2021	BOD_5, mo. avg. conc., (mg/L)	35	30
May 2022	BOD_5, mo. avg. load., (lb/d)	300.37	190.2
Jun. 2022	BOD_5, mo. avg. load., (lb/d)	296.16	190.2
Nov. 2022	BOD_5, mo. avg. conc., (mg/L)	30.1	30
Mar. 2023	BOD_5, mo. avg. load., (lb/d)	215.52	190.2
Apr. 2023	BOD_5, mo. avg. conc., (mg/L)	36.3	30
Apr. 2023	BOD_5, wk. avg. conc, (mg/L)	69	45
Apr. 2023	BOD_5, mo. avg. load., (lb/d)	293.48	190.2
May 2023	BOD_5, mo. avg. load., (lb/d)	211.33	190.2

4. On September 27, 2021, DEQ issued Respondent NOV No. S-20410-21-1 for exceeding Permit effluent limits of BOD_5, as reported on the eDMRs for the monitoring periods of May 2020, and March through July of 2021. On November 1, 2021, DEQ received a letter in response to the NOV. The response stated the lagoons froze over in February of 2021 which damaged four out of the six aerators. After fixing the aerators, Respondent was unable to attain compliance with the effluent limits for BOD_5. The response further noted that Respondent investigated and found two sump areas in the chlorine contact basin and a pipe that connects lagoon cell #3 and the chlorine contact basin that all had excess buildup of sludge and algae.

5. Due to continuing Permit limit violations, on March 18, 2022, DEQ sent the Authority a letter requesting a schedule for any necessary upgrades to the WWTP to prevent further violations.

6. On March 25, 2022, Jordan Hultgren, E.I., and Elizabeth Denning, E.I., District Representatives for DEQ, met with Wes Richter, Director for Respondent, at the WWTP. At the time of the visit DEQ observed that the chlorine contact basin sump areas appeared to have a buildup of dark sludge material. Mr. Richter stated that the Respondent had some camera inspection work planned for the line segment between lagoon #3 and the chlorine contact basin. He also stated that Respondent was in the beginning stages of upgrading and expanding the WWTP.

7. On September 28, 2022, DEQ sent Respondent, a letter requesting the results of the camera inspection as well as an updated construction schedule for the proposed upgrades to the WWTP.

8. On October 28, 2022, DEQ received a letter from Respondent that contained the results from the camera inspection. The letter stated that Respondent found additional buildup of moss/sludge balls inside two (2) of the manholes between cell #3 and the chlorine contact basin. The letter stated that once a month, twice a month during the hotter parts of the year, Respondent would be completely draining the line and running a jetter through it to wash down the manholes to prevent the buildup of material in the effluent and subsequently prevent Permit limit violations. The letter further stated that Respondent would be submitting plans and specifications ("P&S") for the project specified in the approved ER for the WWTP in November of 2022.

9. On November 10, 2022, Mr. Hultgren contacted Mr. Richter to discuss the results of the camera inspection. Mr. Richter stated that Fats, Oils, and Grease ("FOG") balls continue to accumulate within the WWTP, which promotes the growth of moss in between cell #3 and the chlorine contact basin. He said he was unsure of why these accumulations are continuing at such a high rate.

10. On January 18, 2023, Respondent submitted P&S for the construction at the WWTP as referenced in Paragraph 2 above.

11. On January 25, 2023, DEQ sent Respondent a letter requesting an updated schedule of the tasks shown on Table 10 of the ER, as well as a standard operating procedure for cleaning out the area in between cell #3 and the chlorine contact basin, to include the frequency of cleaning and any other interim measures necessary to maintain compliance with the Permit. The letter further stated that Respondent must provide DEQ with a copy of its grease trap inspection program and any ordinances to support the program. If a grease trap inspection program and ordinances have not been instituted, Respondent was to provide DEQ with an anticipated implementation schedule for each.

12. On January 25,2023, DEQ sent Respondent a Notice of Deficiency for the P&S. On May 31, 2023, Respondent sent DEQ revised P&S. DEQ and Respondent have had ongoing correspondence regarding the P&S that has resulted in a resubmission of revised P&S on August 30, 2023.

13. On June 1, 2023, Robyn Murray, Community Development Supervisor, City of Coweta ("City"), sent DEQ, an email with a proposed grease trap inspection program outline. The email stated that the City had not adopted a FOG ordinance, but would be targeting putting one up for a vote in September 2023.

14. On October 25, 2023, this Order was discussed during a telephone conversation between Ronny Dooling, Director for Respondent, and Jordan Hultgren, E.I., District Representative, for DEQ. Mr. Hultgren notified Mr. Dooling that DEQ would be offering Respondent this Order to resolve the issues related to the ongoing Permit limit violations. Mr. Dooling was notified of the administrative penalty included in this Order.

15. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by agreement.

16. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

17. DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of DEQ under 27A Oklahoma Statutes ("O.S.") § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206, and the rules promulgated thereunder at the Oklahoma Administrative Code ("OAC") 252:606.

18. Respondent and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-506(B) to resolve this matter by agreement.

19. By exceeding permit limits, Respondent has violated **OPDES Permit No. OK0020281** Part I(A), which specifies numerical effluent limitations for the discharge permit parameters listed above.

20. By exceeding permit limits, Respondent violated, **OPDES Permit No. OK0020281, Part III, Section C.4.b.** states, "The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of applicable state and federal laws and the Act, the Oklahoma Environmental Quality Code and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application."

21. By exceeding permit limits, Respondent violated **OAC 252:606-3-6** which states, "Applicants must comply with the terms of the permits that are issued."

22. By exceeding permit limits, Respondent violated **OAC 252:606-1-3(b)(3)(W)** incorporates by **reference Title 40 of Code of Federal Regulations ("C.F.R.") § 122.41(a)** that states, "The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application."

ORDER

23. Based on the above paragraphs, Respondent and DEQ agree, and it is ordered by the Executive Director as follows:

	Task	Date Due
A.	Submit approvable plans and specifications.	March 1, 2024
B.	Submit updated Sludge Management Plan for the WWTP.	March 1, 2024
C.	Adopt approvable FOG Ordinance.	April 1, 2024
D.	Start Construction.	May 1, 2024
E.	Complete Construction.	November 1, 2025
F.	Attain 6 months of compliance.	May 1, 2026

24. Oklahoma Pollutant Discharge Elimination System Act, 27A O.S. §§ 2-6-201 through 2-6-206, authorizes DEQ to seek penalties of up to Ten Thousand Dollars ($10,000) per day of violation, for each day during which a violation of the Act, Permit, associated rules, or Order continues. Based on the facts and circumstances of this case, DEQ assesses a total penalty of Thirty Thousand Dollars ($30,000.00).

a. Respondent agrees that within thirty (30) days after execution of this Order, Respondent will pay Fifteen Thousand Dollars ($15,000.00) of the assessed penalty to DEQ.

b. DEQ agrees to defer the remaining amount of the assessed penalty pending compliance with the task(s) listed in Paragraph 23 of this Order.

i. If Respondent fails to complete a task by the scheduled due date, the portion of the deferred penalty allocated to that task in subparagraph (iii) becomes immediately due and payable.

ii. If Respondent completes a task by its due date, DEQ agrees to waive the portion of the deferred penalty allocated to that task in subparagraph (iii).

iii. Task A - $2,500.00
Task B - $2,500.00
Task C - $2,500.00
Task D - $2,500.00
Task E - $2,500.00
Task F - $2,500.00

All penalty payments shall be by check or money order payable to: Oklahoma Department of Environmental Quality (or DEQ), showing the Case Number of this Order, and delivered to:

Accounts Receivable
Financial & Human Resources Management
Oklahoma Department of Environmental Quality
P.O. Box 2036
Oklahoma City, Oklahoma 73101-2036

25. Respondent agrees that if Respondent fails to complete any of the task(s) by the specified due dates set forth in Paragraph 23 of this Order, DEQ may assess stipulated penalties as follows:

TASK	PENALTY PER DAY
A.	$140.00
B.	$140.00
C.	$140.00
D.	$140.00
E.	$140.00
F.	$140.00

Stipulated penalties begin to accrue on the day performance is due, with the total amount of stipulated penalties not to exceed Thirty-five Thousand Dollars ($35,000). If DEQ notifies Respondent that Respondent is not in compliance with this Order and that stipulated penalties are being assessed, Respondent may request a hearing to contest the finding of noncompliance.

26. If Respondent fails to pay any penalty, DEQ may bring a separate action for collection of the penalty in District Court. An action by DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Order.

GENERAL PROVISIONS

27. DEQ has received delegation from the United States Environmental Protection Agency, to implement and enforce the Federal National Pollutant Discharge Elimination System ("NPDES") program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The federal program calls for a significant increase in monetary penalties should this Order be violated or future violations occur.

28. As used in this Order, an "approvable" submission to DEQ is to be considered a final submission. That is, all preliminary discussions between DEQ and Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due so that the submission will be approvable as submitted. If the submission is not submitted in an approvable form by its due date, the submission will be considered late and Respondent will be subject to the stipulated penalties described in this Order.

29. Respondent agrees to perform the requirements of this Order within the time frames specified unless performance is prevented or delayed by events which are a "force majeure." For purposes of this Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors, or laboratories which delays or prevents the performance of any obligation under this Order. Examples are vandalism, fire, flood, labor disputes or strikes, weather conditions which prevent or seriously impair construction activities, civil disorder or unrest, and "acts of God." Force majeure events do not include increased costs of performance of the tasks agreed to in this Order or changed economic circumstances. Respondent must notify DEQ in writing within fifteen (15) days after Respondent knows or should have known of a force majeure event that is expected to cause a delay in achieving compliance with any requirement of this Order. Failure to submit notification within fifteen (15) days waives the right to claim a force majeure.

30. Respondent and DEQ may amend this Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ. Any amendment to this Order may require the payment of an administrative penalty.

31. Upon their approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this Order are incorporated into it and enforceable under it. Failure to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this Order.

32. No informal advice, guidance, suggestions, or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by DEQ when required by this Order.

33. Respondent agrees to allow agents of DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, records review, and other authorized activities to assess compliance with Oklahoma statutes and rules and this Order. If Respondent is required to sample or test, Respondent agrees to give DEQ reasonable notice of the sampling or testing date and time and allow DEQ to observe and/or split-sample.

34. Unless otherwise specified, any report, notice, or other communication required under this Order must be in writing and must be sent to:

For DEQ:

Jordan Hultgren, E.I., District Representative
Municipal Wastewater Enforcement Section
Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

For Respondent:

Ronny Dooling, Director
Coweta Public Works Authority
P.O. Box 850
Coweta, Oklahoma 74429-0850

35. This Order is enforceable as a final order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this Order and for the purpose of resolving disputes.

36. Nothing in this Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Order.

37. Nothing in this Order excuses Respondent from its obligation to comply with all applicable federal, state, and local statutes, rules, and ordinances. Respondent and DEQ agree that the provisions of this Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

38. The provisions of this Order apply to and bind Respondent and DEQ and their officers, officials, directors, employees, agents, successors, and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Order.

39. Compliance with the terms and conditions of this Order fully satisfies Respondent's liability to DEQ for all allegations of noncompliance in this Order. If Respondent satisfies the requirements of this Order, DEQ will not pursue any other remedy, sanction, or relief that might otherwise be available to address the allegations of noncompliance in this Order. Nothing in this Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

40. This Order is for the purpose of settlement. Neither the fact that Respondent and DEQ have agreed to this Order, nor the Findings of Fact and Conclusions of Law in it, shall be used for any purpose in any proceeding except the enforcement by Respondent and DEQ of this Order and, if applicable, a future determination by DEQ of eligibility for licensing or permitting. As to others who are not parties to this Order, nothing contained in this Order is an admission of Respondent of the Findings of Fact or Conclusions of Law, and this Order is not an admission by Respondent of liability for conditions at or near the Facility and is not a waiver of any right, cause of action or defense to which Respondent is otherwise entitled.

41. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing, and enforcing this Order will be Oklahoma County, Oklahoma.

42. The requirements of this Order will be considered satisfied and this Order terminated when Respondent receives written notice from DEQ that Respondent has demonstrated that all the terms of the Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

43. The individuals signing this Order certify that they are authorized to sign it and to legally bind the parties they represent.

44. This Order becomes effective on the date of the later of the two signatures below.

FOR COWETA PUBLIC WORKS AUTHORITY:

_____

NAOMI HOGUE
CHAIRMAN

_____

DATE

FOR DEPARTMENT OF ENVIRONMENTAL QUALITY:

_____

SCOTT A. THOMPSON
EXECUTIVE DIRECTOR

_____

DATE

CITY OF COWETA, OKLAHOMA
ORDINANCE NO. 884

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA AMENDING TITLE 10, "PUBLIC SERVICES" OF THE CODE OF ORDINANCES OF THE CITY OF COWETA, BY ADOPTING AND ENACTING NEW CHAPTER 10-4, "FATS, OILS AND GREASE MANAGEMENT", PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; CONTAINING OTHER PROVISIONS RELATED THERETO; AND DECLARING AN EMERGENCY.

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

Section 1. Adoption of Chapter 10-4: There is hereby adopted as new Chapter 10-4, titled "Fats, Oils and Grease Management" within Title 10, "Public Services" of the Code of Ordinances of the City of Coweta, Oklahoma, which said Chapter 10-4 shall recite in its entirety as follows:

"**CHAPTER 10-4: FATS, OILS AND GREASE MANAGEMENT**

10-4-1 Policy Statement
10-4-2: Scope and Purpose
10-4-3: Definitions and Abbreviations
10-4-4: General Provisions
10-4-5: BMP Requirements
10-4-6: Enforcement; Penalties

<u>10-4-1 Policy Statement.</u>

When poured down the drain, fats, oils, and greases (FOG) become a serious problem for sanitary sewer collection systems. These waste products cling to the walls of the pipes that make up the collections system and reduce the amount of sewage the system can transport. Many times, FOG causes complete blockages of large sections of the collection system and results in sewage backing-up and overflowing from the system. When these overflows occur outdoors, they pollute the environment, create health hazards, and can result in Consent Orders, Administrative Orders and Fines issued by the Oklahoma Department of Environmental Quality for excessive sanitary sewer overflows. When they occur indoors the raw sewage creates a health hazard and can destroy property.

The City of Coweta spends a great deal of time and money every year trying to keep the collection system open and flowing smoothly. Most of the problems occur in the collection lines that service the City's restaurants. This is because the restaurants are where the largest amounts of FOG are used and disposed of into the City's sanitary sewer collection system.

To decrease sanitary overflows (SSOs) and decrease maintenance costs from grease accumulation in its sanitary sewer mains, the City of Coweta adopted a FOG Program. Any nonresidential facility connected to the sanitary sewer collection and treatment system involved in the preparation or serving of foods is subject to the conditions of the FOG Program

10-4-2: Scope and Purpose.

The purpose of this Fats, Oils, and Grease Management Ordinance is to aid in the prevention of sanitary sewer blockages and obstructions from contributions and accumulation of fats, oils, and greases into the sanitary sewer system from industrial or commercial establishments, particularly food preparation and serving facilities.

10-4-3: Definitions and Abbreviations.

Definitions:

Best Management Practices or **BMP** are management and operational procedures that are intended to prevent pollutants, including, but not limited to, fats, oils, and grease, from entering a facility's wastestream or from reaching a discharge point. BMPs are distinguished from numerical effluent limits that regulate the pollutants once they enter a wastestream. BMPs may include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 10-402(a) and (b) [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs may also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.

City means the incorporated City of Coweta, Oklahoma.

Control Authority means the City of Coweta, Oklahoma.

Disposal Site means business that accepts fats, oils, and grease from a generator via a hauler.

Fats, Oils, and Grease or FOG means organic polar compounds derived from animal and/ or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the current version of the United States Code of Federal Regulations Title 40 Part 136. All are sometimes referred to herein as "grease" or "greases."

Food Service Establishments are those establishments primarily engaged in activities of preparing, serving, or otherwise making food available for consumption by the public such as restaurants, commercial kitchens, caterers, food trucks, hotels, schools, hospitals, prisons, correctional facilities, and care institutions, as allowed per the City of Coweta Zoning Code. These establishments use one or more of the following preparation activities: cooking by frying, baking, grilling, sautéing, rotisserie cooking, broiling, boiling, blanching, roasting, toasting, or poaching. Also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a food product.

Generator means any person or business that contributes fats, oils, and/or grease discharge to the City of Coweta's sanitary sewer collection system including those from mobile sources.

Grease Interceptor means a structure or device designed for the purpose of removing and preventing fats, oils, and greases from entering the sanitary sewer collection system. These devices are often below ground units in outside areas and are built as two or three chamber tanks. International Plumbing Code Definition: Grease Interceptor - A grease removal device whose rated flow exceeds 50 gpm and is located outside the building. A Grease Interceptor is also a "Grease Removal Device" for the purposes of this Chapter.

Grease Trap means a device for separating and retaining waterborne grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection system. Such traps are typically compact under-the-sink units that are located in or near food preparation areas. International Plumbing Code Definition: Grease Trap - A grease removal device whose rated flow is 50 gpm or less and is located inside the building. A Grease Trap is also a "Grease Removal Device" for the purposes of this Chapter.

Hauler means any business which services a City of Coweta generator by collecting the fats, oils, and/or grease and then transfers the fats, oils, and/or greases to a disposal site.

25% Rule is a requirement that the depth of the floating and settled material in an interceptor or trap shall not be greater than 25 percent of the total operating depth of the trap or interceptor. The operating depth of an interceptor or trap is determined by measuring the internal depth from the outlet water elevation to the bottom of the interceptor. In application of this rule, the depth of floating fats, oils, and greases shall not be greater than 20 percent of the total operating depth of an interceptor or trap.

Abbreviations. The following abbreviations shall have the designated meanings:

BMP*:* Best Management Practices

FOG: Fats, Oils, and Grease

10-4-4: General Provisions

A. Generator Requirements

All persons, businesses and other entities discharging wastewater to the City of Coweta's sanitary sewer collection system which generate fats, oils, and grease (FOG) in their process and, as a result thereof, have a discharge from that process which contains FOG waste shall develop and implement a Best Management Practice (BMP) policy. A BMP policy is subject to the following requirements:

1. All generators are required to submit an application as approved by the Control Authority for the FOG program to the City of Coweta. An inspection of the facility by the City will be conducted as part of the approval process. The City has the authority to conduct inspections to determine the efficiency of the generator's best management practice policy. An annual renewal Letter of Participation must be completed and submitted by January 1st each year.
2. A fee payable to the City in the amount of One Hundred Dollars ($100.00) shall be paid when the initial application and all renewal applications are submitted.

3. Grease Trap/Interceptor Requirements: All generators are required to install, operate, and clean their grease trap/interceptor to maintain compliance with this Chapter. All grease traps/interceptors must meet the requirements of the currently adopted version of the International Plumbing Code and be approved by the City.
4. Implementation: All new generators are subject to grease interceptor requirements. All such facilities must obtain prior approval from the City for grease interceptor sizing as part of submitting plans for a building permit. All grease interceptors shall be readily and easily accessible for cleaning and inspection. All existing generators have one year from the adoption date of this Chapter to comply with the provisions hereof. However, any existing generators, as determined by the City of Coweta to have a reasonable potential to adversely impact the City's sewer system will be notified of their obligation to install a grease interceptor.
5. Grease Interceptor Requirements: Grease interceptors required under this Program shall be installed unless the City authorizes the installation of an indoor grease trap or other alternative pretreatment technology and determines that the installation of a grease interceptor would not be feasible. The generator bears the burden of demonstrating that the installation of a grease interceptor is not feasible. The City may authorize the installation of an indoor grease trap where the installation of a grease interceptor is not feasible due to space constraints or other considerations. If a generator believes the installation of a grease interceptor is infeasible, because of documented space constraints, the request for an alternate grease removal device shall contain the following information:
    a. Location of sewer main and easement in relation to available space outside of the building in which FOG is generated.
    b. Existing plumbing system that uses common plumbing for all services at that location.

Alternative pretreatment technology includes, but is not limited to, devices that are used to trap, separate, and hold grease from wastewater and prevent it from being discharged into the sanitary sewer collection system. All alternative pretreatment technology must be appropriately sized and approved by City.

6. The generator shall properly maintain, operate and clean its grease interceptors. This includes at a minimum that the complete removal at appropriate intervals of all liquids, sludge, solids, and wastewater, including all FOG from the grease interceptor. Generators are not allowed to decant or pump the supernate or liquid fraction back into the grease interceptor or the sanitary sewer for any reason. A maintenance log, in a form provided by City, will be completed for each servicing of a grease interceptor. The maintenance log shall be maintained on site and be produced during an inspection by City or upon request by City. The generator will only use transporters that have been licensed by the City of Coweta.
7. Documentation for each servicing of an interceptor shall be retained by a generator for a minimum of three (3) years.
8. The generator will be responsible for maintaining a maintenance log with all maintenance records, including dates of servicing of its interceptor(s). The maintenance log shall be maintained on-site and be provided to City upon request.

B. Transporter Requirements

1. A City transporter license is required for any transporter that wishes to provide services to a generator within the City of Coweta. A license must be obtained prior to beginning service by submitting a Transporter Authorization Application in such form as approved by City. The transporter license must be renewed annually by January 1st of each year to continue servicing City of Coweta generators.
2. A fee payable to the City in the amount of One Hundred Dollars ($100.00) shall be paid when the initial application and all renewal applications are submitted.
3. It is the responsibility of the generator to ensure the hauler/transporter shall properly clean the grease interceptor(s) when servicing the grease interceptor(s). The cleaning of the grease interceptor will be the complete removal of the contents of the grease interceptor or trap. Decanting of the supernate back into the interceptor is prohibited. Discharging of the grease interceptor waste back into any part of the City's sanitary sewer collection system or any privately owned sewer collection system connected to the City's sanitary sewer collection system is prohibited. A transporter shall properly dispose of grease interceptor waste in accordance with all Local, State, and Federal regulations.
4. A manifest form, being a document evidencing servicing of grease interceptors and disposal of the waste from a grease interceptor will be provided to City, in such form as City requires. The transporter is responsible for completing the manifest form and returning it to the City and the generator once the grease interceptor waste is disposed of at a disposal site. The transporter must retain a copy of every manifest form for a minimum of three (3) years.
5. All transporters shall provide the location of the disposal facility utilized prior to transporting waste from a City of Coweta generator and shall identify such disposal facility on the required manifest form.

C. Wastewater Discharge Limitations

No generator shall allow wastewater discharge concentration from a grease interceptor, grease trap or alternative pretreatment technology to exceed four hundred (400) milligrams per liter of oil and grease.

D. Grease Trap/Interceptor Requirements

The sizing and installation of grease removal devices shall conform to the International Plumbing Code as adopted by City and must be approved by the City prior to installation. The requirements of such interceptors and grease traps shall include, but are not limited to, the following:

1. Grease interceptors shall be installed at a location leading from sinks, drains, food grinders, floor drains and other fixtures or equipment in food service establishments where FOG may be introduced into the drainage or sewage systems in quantities that can affect line stoppage or hinder sewage treatment or private sewage disposal. Existing generators will not be required to connect existing floor drains into a grease removal device unless it is determined by City that it is required due to the type and quantity of waste passing through the floor drain; or until construction occurs to the floor in that location triggering a requirement of the installation of an approved grease removal device. New generators will be required to filter floor drain waste into a grease removal device. The location shall be easily accessible

for inspection, cleaning, and removal of intercepted grease. Location of the grease interceptor must be approved by City.

2. Grease removal devices must have a flow restrictor to ensure the proper retention time.
3. Grease removal devices must have manufacturer installation instructions.
4. All grease removal devices must have a sampling port that is easily assessable for retrieving a sample.
5. Grease removal devices shall be maintained in an efficient operating condition by periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping, or public or private sewer.
6. All such grease removal devices shall be serviced and completely pumped of accumulated waste content when the 25% Rule is reached or no less than every 90 days for grease interceptors, and no less than weekly for grease traps. At any point in time if solidification occurs in the grease interceptor or trap, service needs to be conducted immediately. These devices should be inspected for damages at the time of service or pumping. Generators who are required to maintain a grease interceptor shall:

   a. provide for a minimum hydraulic retention time in accordance with the currently adopted version of the International Plumbing Code; and

   b. remove any accumulated grease cap and sludge pockets as required. Grease interceptors shall be kept free of inorganic solid materials such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc., which could settle into this pocket and thereby reduce the effective volume of the device.

7. The generators shall maintain a written record of inspections and maintenance for 3 years. All such records will be made available during on-site inspection by a representative of the City during all operating hours.
9. Sanitary wastes are not allowed to be connected to sewer lines intended for grease interceptor service.
10. No enzymes, bacteria, or surfactants shall be used in the grease interceptors or grease trap unless permission has been granted by the Public Works Director of City or the City Engineer.
11. A grease interceptor shall have accessible manholes, with a minimum diameter of twenty-four (24) inches, over each grease interceptor chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed and maintained to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities.
12. Wastewater in excess of one hundred-forty degrees Fahrenheit (140°F) or sixty degrees Celsius (60°C) shall not be discharged into any part of the drainage system. Such wastewater shall discharge into an indirect waste receptor connected to the drainage system.

E. Used and Waste Fat, Oil, and Grease Storage and Disposal

1. Disposal of the waste from grease interceptors or grease traps or any other waste fats, oils, or greases in the solid waste containers provided by the City is prohibited.
2. A grease rendering company shall be utilized for the recycling of used cooking oil and grease generated from operations. Used cooking oil and grease must be disposed of in containers provided by grease rendering companies, not in City or private solid waste

containers. Transportation of the used cooking oil and grease from the facility generating such materials to an outside storage receptacle shall be accomplished using sealed containers to prevent spillage during transportation. Any spills that occur shall be properly cleaned up immediately.

3. Containers used for the storage of used cooking oils and grease which are stored outside shall be equipped with tight-fitting lids, doors, or covers and kept closed at all times when not in use. The container and the storage area shall be kept clean at all times to prevent the creation of a public health nuisance and to prevent contamination of storm water drainage from the facility.
4. Waste material removed from grease removal devices shall not be disposed of in solid waste containers provided by the City. FOG material of this shall be disposed of by a company licensed by the City to transport such materials.
5. Containers used for the storage of the materials specified in paragraph 4 above which are stored outside shall be equipped with tight-fitting lids, doors, or covers and kept closed at all times when not in use. The container and the storage area shall be kept clean at all times to prevent the creation of a public health nuisance and to prevent contamination of storm water drainage from the facility. Transportation of the waste materials from the facility generating such materials to the outside storage receptacle shall be accomplished using sealed containers to prevent spillage during transportation. Any spills that occur shall be properly cleaned up immediately.

10-4-5: BMP Requirements

A. Users of the City sanitary sewer system which generate fats, oils, and grease (FOG) in their process and, as a result thereof, have a wastewater discharge from that process containing FOG must participate in the FOG Best Management Practices (BMP) Program and meet the requirements of this Chapter, or be permitted as an industrial user. Upon approval of the BMP, the Control Authority will issue the facility a certificate of BMP approval.
B. Enzymes, microbes, and other similar processes are prohibited for oil and grease removal unless special permission is granted by the Public Works Director of City and the City Engineer and evidence is presented that they cause no harm to the sanitary sewer system.
C. Application of Best Management Practices. Upon petition to, and approval by the Control Authority, generators may, in lieu of monitoring for the local limits established by the City, develop and implement a Best Management Practice (BMP) policy. When facilities defined to be significant industrial users are allowed to use BMPs to control pollutants, those BMPs will become a part of their wastewater discharge permit and subject to the same conditions. Once approved by the Control Authority, a facility's BMP shall become a fully enforceable pretreatment standard. After approval of a BMP policy for a non-significant user, the Control Authority shall issue the nonsignificant industrial a Certificate of BMP Approval. BMPs are subject to revision as deemed necessary by the Control Authority and facilities will be given thirty (30) days notice. Facilities failing to abide by an approved BMP, will be subject to:
   1. The local limits established by City;
   2. Enforcement actions by City;

3. Obtaining a permit as set forth in City's Best Management Practice "Fats, Oils and Grease" Policy Manual.

D. **BMP policy components**. The minimum components of an approved BMP shall include, but is not limited to, the following:
   1. A description of the generator's processes;
   2. A detailed description of the generator's wastewater treatment operations;
   3. A description of the equipment, including, but not limited to, grease interceptors and grease traps, utilized in handling, processing and disposing of FOG, and including the locations of such equipment on the premises of the generator;
   4. A list and description of the chemicals used or stored at the facility generating FOG;
   5. Policies and procedures for employee training with respect to wastewater treatment and handling and disposal of FOG;
   6. A detailed description of the generator's pollution prevention policies;
   7. A detailed description of the methods used by the generator for minimizing, to the greatest practical extent, adverse environmental impact; and
   8. Other information as required by the Control Authority.

E. Certificate of BMP approval. Upon approval of a BMP, the Control Authority will issue the generator a certificate of BMP approval. Until the issuance of a certificate of BMP approval, non-significant users are subject to the local limits established by City. A certificate of BMP approval shall be issued for a specified period of time, not to exceed five (5) years from the effective date of the certificate. A certificate of BMP approval may be issued for a period less than five (5) years, at the discretion of the Control Authority. Approval of BMPs for significant industrial users shall be through the issuance/modification of a wastewater discharge permit.

F. Transfer of BMP approval. A certificate of BMP approval may be transferred to a new owner or operator of the same facility generating FOG only after at least thirty (30) days advance notice is given to the Control Authority. The notice from the generator to the Control Authority must include a written certification by the new owner or operator which:
   1. States that the new owner and/or operator has no immediate intent to change the facility's operations;
   2. Identifies the specific date on which the transfer is to occur; and
   3. Acknowledges full responsibility for complying with the existing BMP policy.

G. Revocation of BMP approval. The Control Authority may revoke a certificate of BMP approval for good cause, including, but not limited to, the following reasons:
   1. Failure to notify the Control Authority of significant changes to the facility or the type of wastewater discharged from the facility;
   2. Misrepresentation or failure to fully disclose all relevant facts in the request for certificate of BMP approval;
   3. Failure to update and revise a facility's BMP policy as needed, and submit such changes to the Control Authority within thirty (30) days of such change(s);
   4. Refusing to allow the Control Authority timely access to the facility premises and records;
   5. Failure to comply with an enforcement action;

6. Failure to complete a wastewater survey requested by City or other regulatory authority;
7. Failure to provide advance notice of the transfer of business ownership;
8. Failure to comply with the terms, provisions and intent of an approved BMP policy and this Chapter.

H. FOG Policy Manual. The City Manager, or his or her designee, are authorized to create, publish and amend a FOG BMP Policy Manual which incorporates the provisions of this Chapter and provides guidance to ensure compliance with this Chapter. Any such FOG BMP Policy Manual, and any proposed amendments thereto, shall be approved by the Public Works Director and City Engineer. The provisions of the FOG Policy Manual shall be enforceable by City and the forms prepared by City and approved by the City Engineer to ensure compliance with this Chapter shall be the forms used to administer the FOG program.

10-4-6: Enforcement; Penalties.

Violation of this Chapter, upon conviction, shall be punishable by a fine not to exceed Five Hundred Dollars ($500.00), plus the assessment of applicable court fees and costs. Each day or part of a day that a violation continues shall be considered a separate offense. The City may also seek enforcement of this Chapter by filing a civil action seeking injunctive or other relief in the District Court of Wagoner County or other court having jurisdiction, and may enforce the provisions of this Chapter by any other process or proceeding available to it, including, but not limited to, a nuisance abatement proceeding."

Section 2. Repealer. All ordinances or parts of ordinances in conflict herewith are expressly repealed.

Section 3. **Emergency**. It being necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Coweta, Oklahoma, an emergency is hereby declared to exist by reason whereof this ordinance shall become effective from and after its passage, approval and publication as provided by state law.

PASSED AND APPROVED in a regular meeting of the Council of the City of Coweta, Oklahoma, this 4th day of March, 2024, with the emergency clause having been voted upon separately.

City of Coweta, Oklahoma

By:_____
Naomi Hogue, Mayor

Attest:

_____
Marcy Kilgore, City Clerk

Approved as to form:

_____
Jeff M. Stephens, City Attorney

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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-01
Date: 03-04-2024

BACKGROUND

Applicant
The Hearth Custom Homes, LLC, property owner, is seeking to amend the zoning map. The request is to rezone from a Light Industrial (IL) district to a Residential Single Family (RS-2) district.

Case Facts

- The property is located in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, on the West side of South 305 East Avenue, between East 151 Street South and East 161 Street South.
- The property is currently zoned Light Industrial (IL).
- Surrounding land use is Light Industrial (IL), Residential Single-Family (RS-1) and Agriculture (AG).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low intensity Industrial use.

Existing Land Use	Existing Zoning
Vacant	IL
Surrounding Land Use	**Surrounding Zoning**
North: Vacant	IL
East: Agricultural	AG
South: Agricultural	AG
West: Residential	RS-1

- Legal description: A TRACT OF LAND SITUATED IN THE E/2 NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA: WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 9/25/2023 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
  COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 ADISTANCE OF 1344.71 FEET TO THE POINT OF BEGINNING; THENCE S88°46'24"W ADISTANCE OF 370.00 FEET THENCE N43°41'42"W ADISTANCE OF 29.85 FEET; THENCE S88°46'50"W ADISTANCE OF 570.01 FEET; THENCE S17°19'58"E ADISTANCE OF (323.77 MEASURED) (324.14 RECORD) FEET; THENCE S72°05'44"W ADISTANCE OF (298.11 MEASURED)

(300.00 RECORD) FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE S17°43'54"E ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 485.09 FEET; THENCE N88°47'32"E ADISTANCE OF 1015.07 FEET TO APOINT ON THE EAST LINE OF SECTION 19; THENCE N1°00'40"W ALONG EAST LINE THEREOF A DISTANCE OF 839.94 FEET TO THE POINT OF BEGINNING. CONTAINING 19.91 ACRES, MORE OR LESS.

- *Pertinent 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 despite the deviation from the Proposed Land use 2020-2030 Map, this request is in compliance with the objectives of the City of Coweta Comprehensive Plan. Further, if implemented, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan. Specifically, its current zoning, location next to the railroad, and close access to State Hwy 51B are factors which were considered.

BACKGROUND

A public hearing was held on February 20, 2024, by the Coweta Planning Commission. At the Planning Commission meeting no residents were present to make comments concerning the rezone request. The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 24-01 (4-0).

DISCUSSION

The above-mentioned property has a proposed land use of low intensity Industrial use as outlined by the Comprehensive Plan and Proposed Land Use 2020-2030 Map. Due to the parcel's location, access for industrial traffic is extremely limited, inhibiting the development of the property for industrial uses. While this amendment to the zoning map is not consistent with the Comprehensive Plan and Proposed Land Use Map, it is a lower intensity than originally proposed. The proposed use for this property under Residential Single Family (RS-2) district for Residential Single-Family Development.

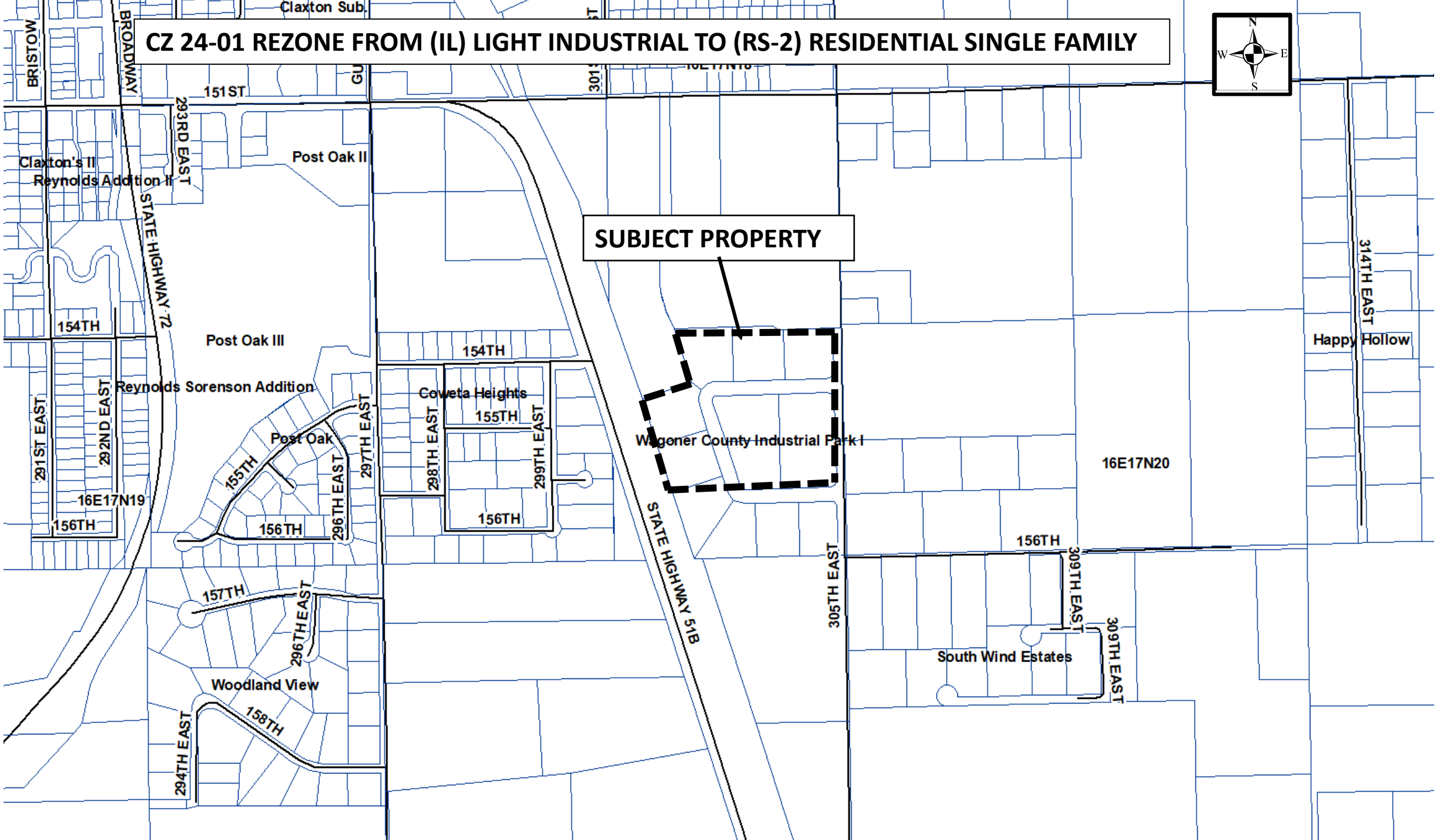
STAFF COMMENTS

The Planning Commission recommended approval of the rezone request to the Coweta City Council for case no. CZ 24-01. Staff recommends approval of the rezone request from Light Industrial (IL) to Residential Single Family (RS-2)

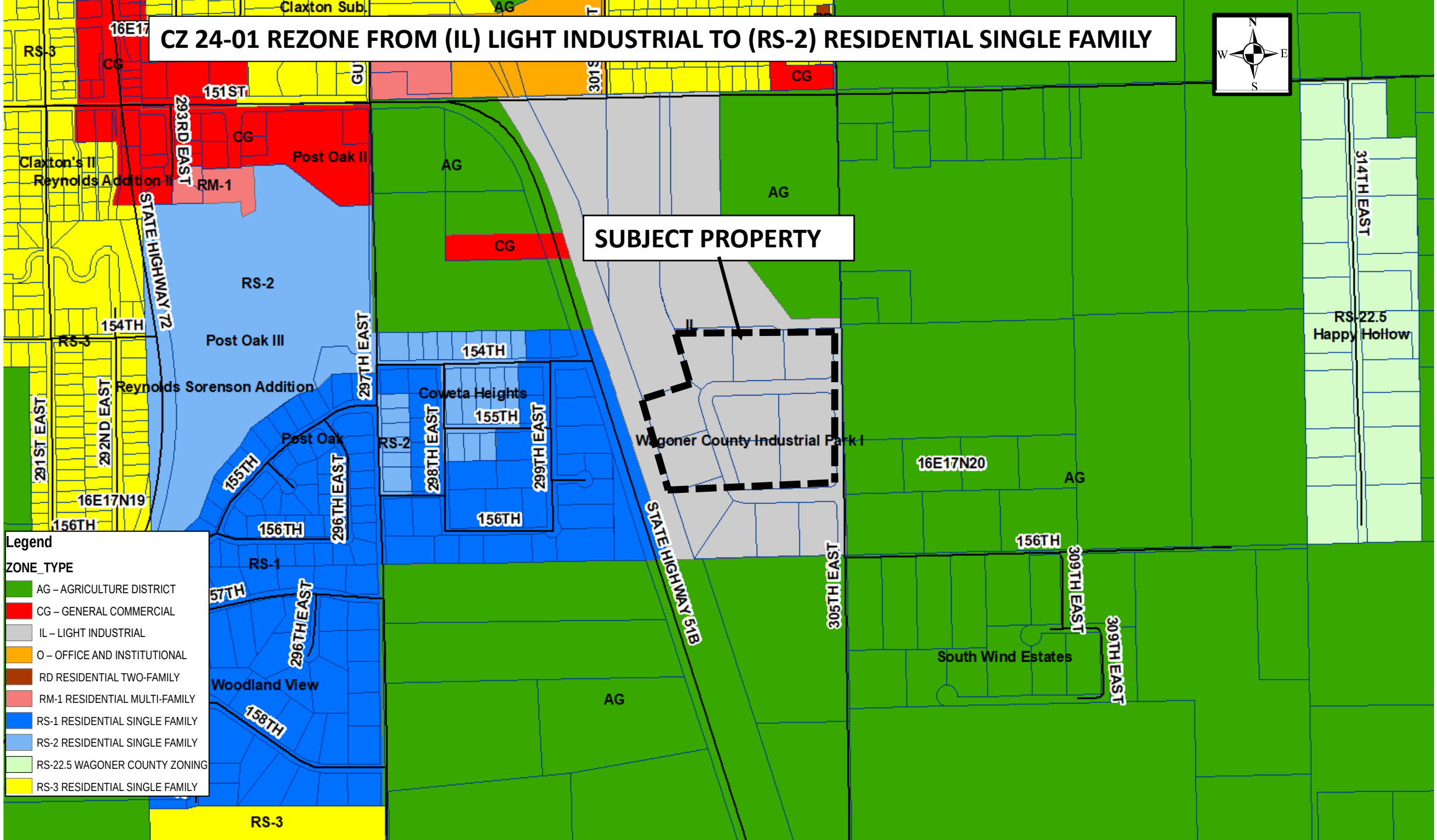
ATTACHMENTS

1. Location Map
2. Zoning Map
3. Aerial View Map
4. Ordinance No. 879

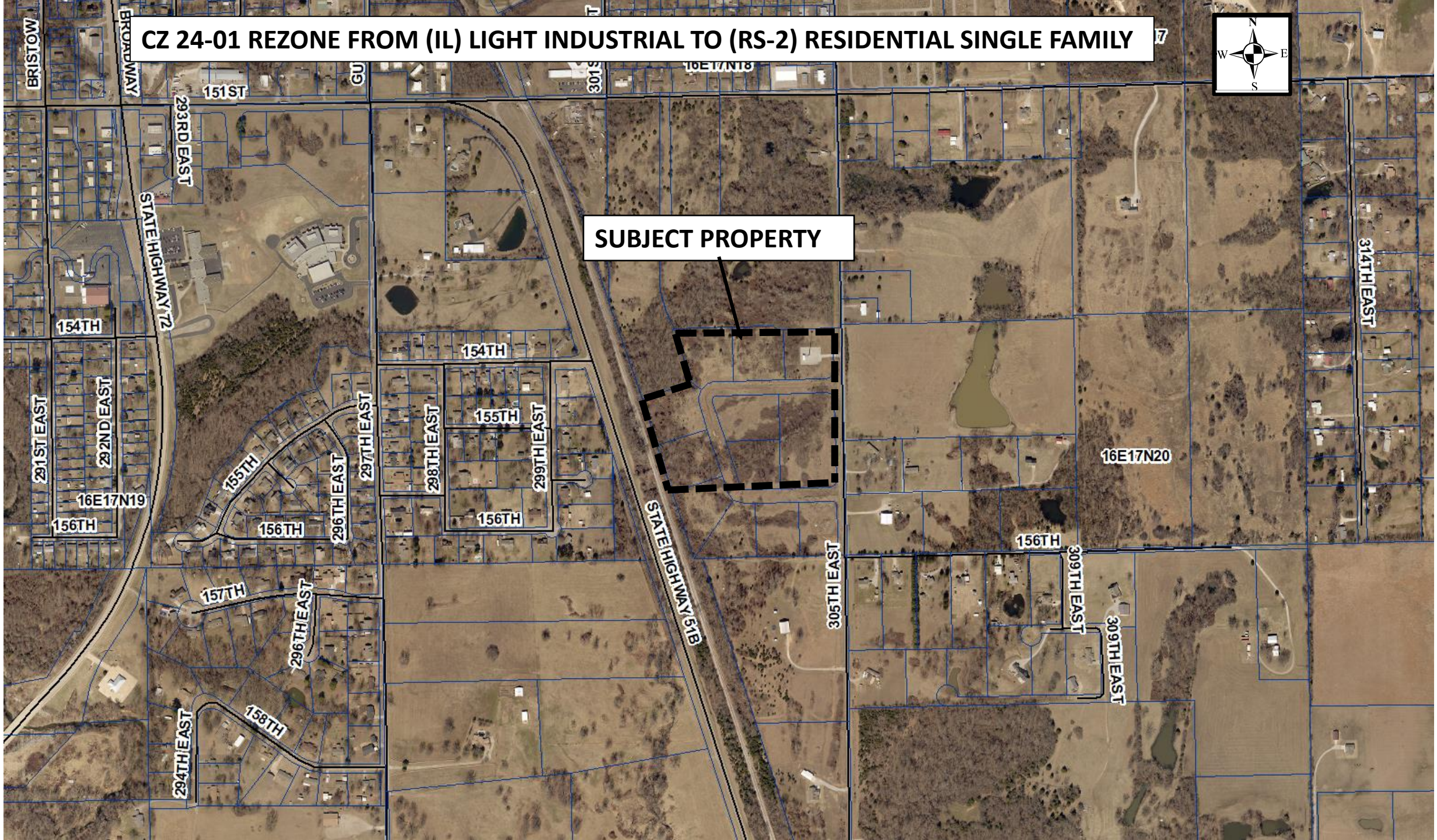
CZ 24-01 REZONE FROM (IL) LIGHT INDUSTRIAL TO (RS-2) RESIDENTIAL SINGLE FAMILY



CZ 24-01 REZONE FROM (IL) LIGHT INDUSTRIAL TO (RS-2) RESIDENTIAL SINGLE FAMILY



CZ 24-01 REZONE FROM (IL) LIGHT INDUSTRIAL TO (RS-2) RESIDENTIAL SINGLE FAMILY



CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 879

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM A LIGHT INDUSTRIAL (IL) CLASSIFICATION TO A RESIDENTIAL SINGLE FAMILY (RS-2) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION ONE (1): ZONING CLASSIFICATION

That Rezoning Application No. CZ-24-01 is hereby approved, and the following-described property is hereby rezoned from a Light Industrial (IL) classification to a Residential Single Family (RS-2) classification, to-wit:

> A TRACT OF LAND SITUATED IN THE E/2 NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA: WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 9/25/2023 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
>
> COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 1344.71 FEET TO THE POINT OF BEGINNING; THENCE S88°46'24"W A DISTANCE OF 370.00 FEET; THENCE N43°41'42"W A DISTANCE OF 29.85 FEET; THENCE S88°46'50"W A DISTANCE OF 570.01 FEET; THENCE S17°19'58"E A DISTANCE OF (323.77 MEASURED) (324.14 RECORD) FEET; THENCE S72°05'44"W A DISTANCE OF (298.11 MEASURED) (300.00 RECORD) FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE S17°43'54"E ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 485.09 FEET; THENCE N88°47'32"E A DISTANCE OF 1015.07 FEET TO A POINT ON THE EAST LINE OF SECTION 19; THENCE N1°00'40"W ALONG EAST LINE THEREOF A DISTANCE OF 839.94 FEET TO THE POINT OF BEGINNING. CONTAINING 19.91 ACRES, MORE OR LESS.

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): EFFECTIVE DATE
This ordinance shall become effective 30 days after its passage, approval, and publication as provided by state law.

Approved by the City Council of the City of Coweta, Oklahoma, on this 4th day of March, 2024.

CITYOF COWETA, OKLAHOMA

By:_____
Naomi Hogue, Mayor

ATTEST:

_____
Marcy Kilgore, City Clerk

APPROVED:

_____
Jeff M. Stephens, City Attorney

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-02
Date: 03-04-2024

BACKGROUND

Applicant
Steven Stokes, property owner, is seeking to amend the zoning map. The request is to rezone from a Light Industrial (IL) district to Agriculture (AG) district.

Case Facts

- The property is located in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, on the West side of South 305 East Avenue, between East 151 Street South and East 161 Street South.
- The property is currently zoned Light Industrial (IL).
- Surrounding land use is Light Industrial (IL), Residential Single-Family (RS-1) and Agriculture (AG).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low intensity Industrial use.

Existing Land Use	Existing Zoning
Vacant	IL
Surrounding Land Use	**Surrounding Zoning**
North: Vacant	IL
East: Agricultural	AG
South: Agricultural	AG
West: Residential	RS-1

- Legal description: A TRACT OF LAND SITUATED IN THE E/2 NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA: WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 9/25/2023 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
  COMMENCING AT NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 ADISTANCE OF 2184.65 FEET TO THE POINT OF BEGINNING; THENCE S88°47'32"W ADISTANCE OF 1015.07 FEET TO APOINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE S17°43'54"E ALONG SAID EASTERLY RIGHT-OF-WAY ADISTANCE OF 480.70 FEET; THENCE N88°46'53"E ADISTANCE OF (876.77 MEASURED)

(876.60 RECORD) FEET TO SE CORNER OF THE NE/4 SECTION 19; THENCE N1°00'40"W ALONG EAST LINE THEREOF ADISTANCE OF 460.68 FEET TO THE POINT OF BEGINNING. CONTAINING 10.01 ACRES, MORE OR LESS.

- *Pertinent 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 despite the deviation from the Proposed Land use 2020-2030 Map, this request is in compliance with the objectives of the City of Coweta Comprehensive Plan. Further, if implemented, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan. Specifically, its current zoning, location next to the railroad, and close access to State Hwy 51B are factors which were considered.

BACKGROUND

A public hearing was held on February 20, 2024 by the Coweta Planning Commission. At the Planning Commission meeting no residents were present to make comments concerning the rezone request. The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 24-02 (4-0).

DISCUSSION

The above-mentioned property has a proposed land use of low intensity Industrial use as outlined by the Comprehensive Plan and Proposed Land Use 2020-2030 Map. Due to the parcel's location, access for industrial traffic is extremely limited, inhibiting the development of the property for industrial uses. While this amendment to the zoning map is not consistent with the Comprehensive Plan and Proposed Land Use Map, it is a lower intensity than originally proposed. The proposed use for this property under Agriculture district (AG) district for Agriculture Single Family Use.

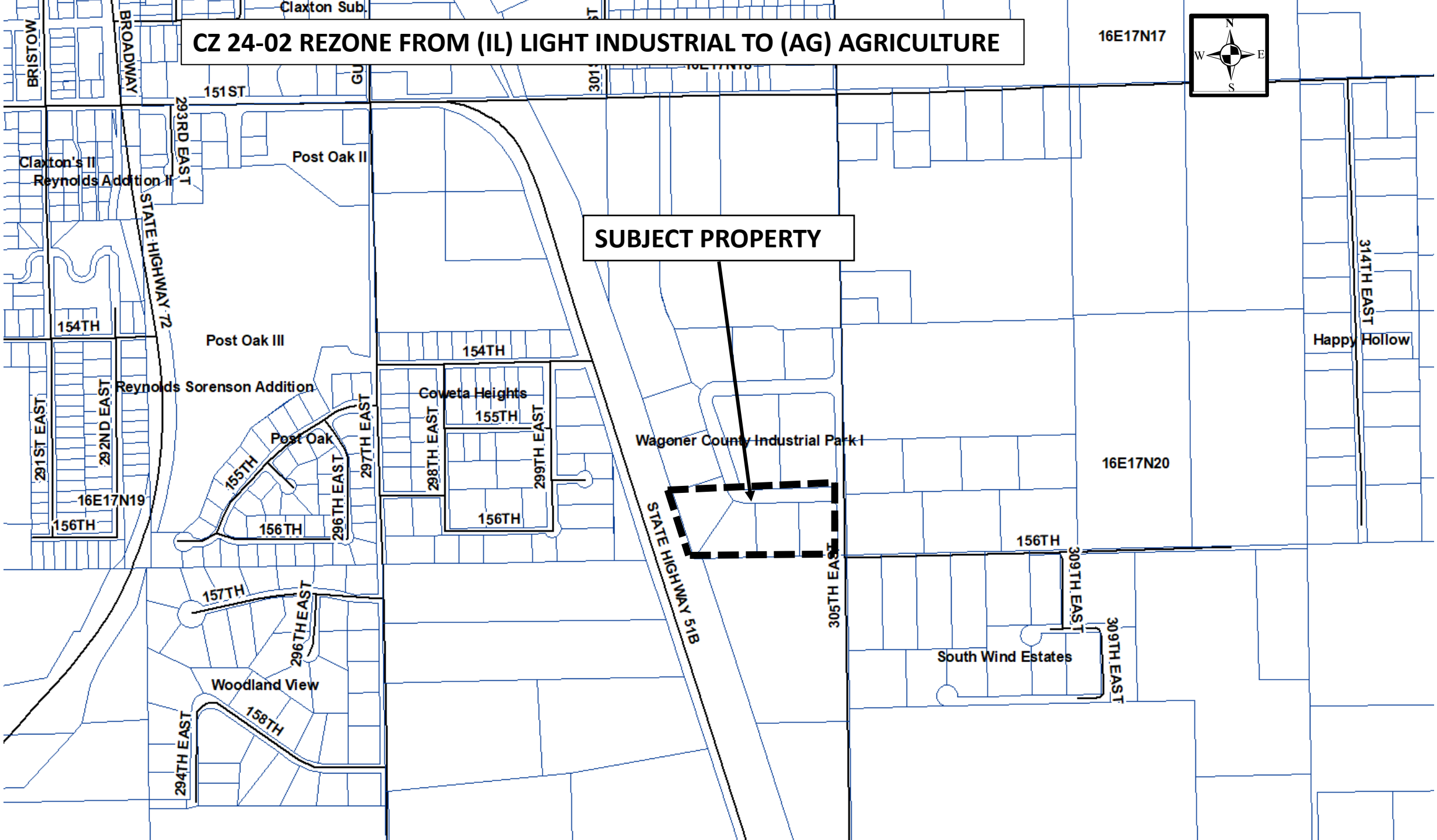
STAFF COMMENTS

The Planning Commission recommended approval of the rezone request to the Coweta City Council for case no. CZ 24-02. Staff recommends approval of the rezone request from Light Industrial (IL) to Agriculture Single Family Use.

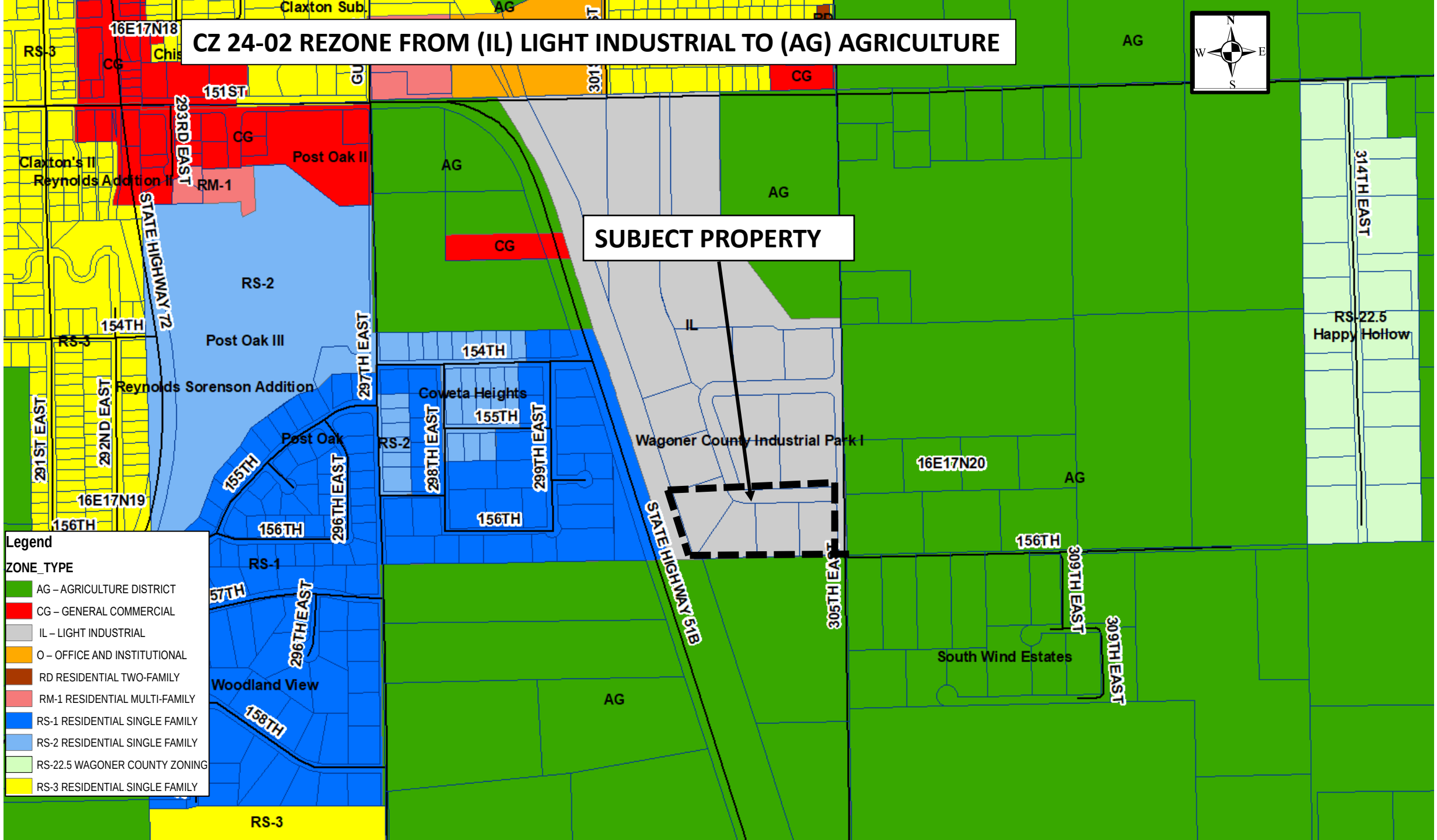
ATTACHMENTS

1. Location Map
2. Zoning Map
3. Aerial View Map
4. Ordinance No. 880

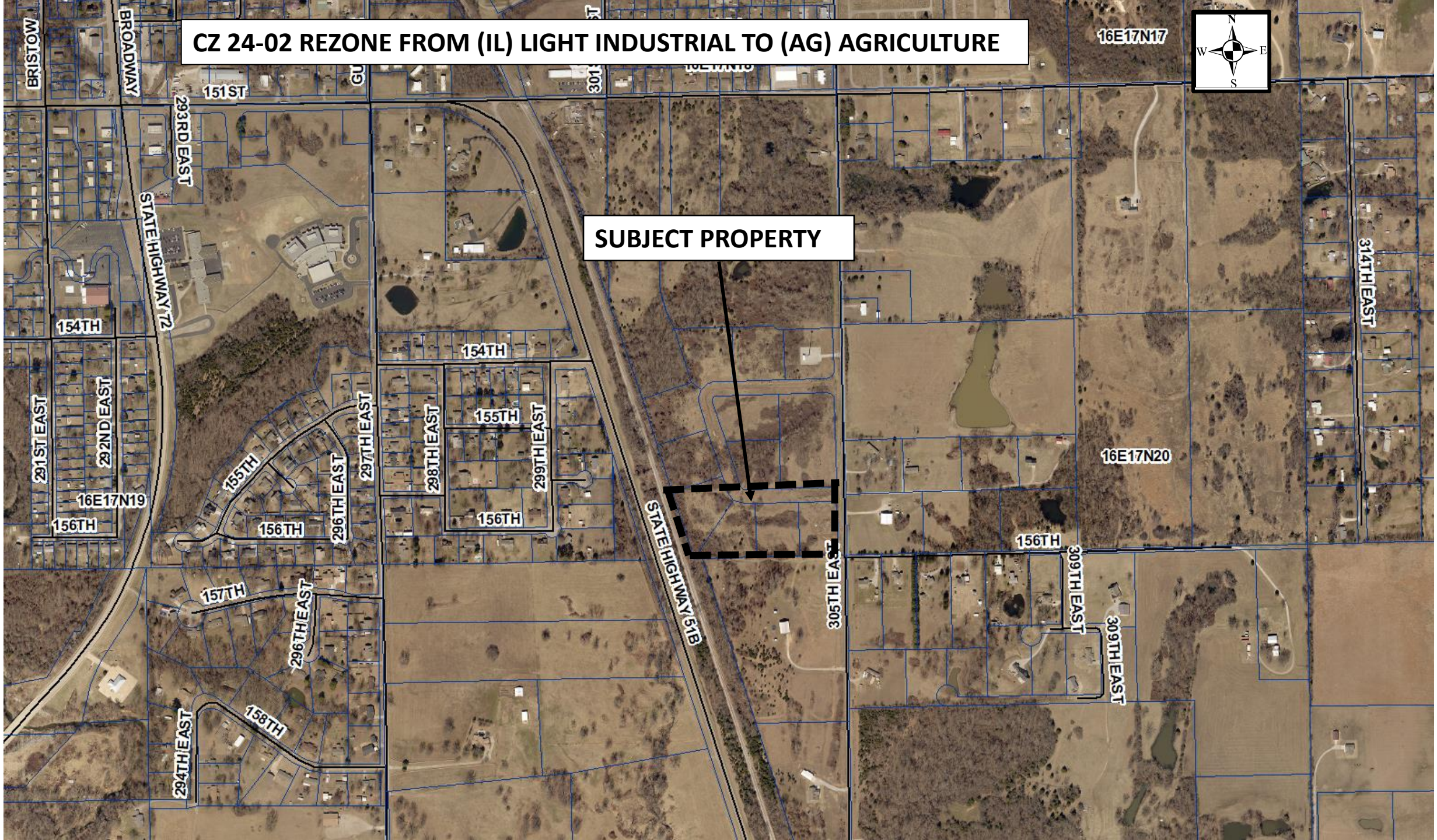
CZ 24-02 REZONE FROM (IL) LIGHT INDUSTRIAL TO (AG) AGRICULTURE



CZ 24-02 REZONE FROM (IL) LIGHT INDUSTRIAL TO (AG) AGRICULTURE



CZ 24-02 REZONE FROM (IL) LIGHT INDUSTRIAL TO (AG) AGRICULTURE



CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 880

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM A LIGHT INDUSTRIAL (IL) CLASSIFICATION TO AN AGRICULTURE (AG) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION ONE (1): ZONING CLASSIFICATION

That Rezoning Application No. CZ-24-02 is hereby approved, and the following-described property is hereby rezoned from a Light Industrial (IL) classification to an Agriculture (AG) classification, to-wit:

> A TRACT OF LAND SITUATED IN THE E/2 NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 16 EAST, OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, COUNTY OF WAGONER, STATE OF OKLAHOMA: WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 9/25/2023 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
>
> COMMENCING AT THE NE CORNER OF SECTION 19, THENCE S1°00'41"E ALONG THE EAST LINE OF SECTION 19 A DISTANCE OF 2184.65 FEET TO THE POINT OF BEGINNING; THENCE S88°47'32"W A DISTANCE OF 1015.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MISSOURI-KANSAS-TEXAS RAILROAD; THENCE S17°43'54"E ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 480.70 FEET; THENCE N88°46'53"E A DISTANCE OF (876.77 MEASURED) (876.60 RECORD) FEET TO THE SE CORNER OF THE NE/4 OF SECTION 19; THENCE N1°00'40"W ALONG THE EAST LINE THEREOF A DISTANCE OF 460.68 FEET TO THE POINT OF BEGINNING; CONTAINING 10.01 ACRES, MORE OR LESS.

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): EFFECTIVE DATE
This ordinance shall become effective 30 days after its passage, approval, and publication as provided by state law.

Approved by the City Council of the City of Coweta, Oklahoma, on this 4th day of March, 2024.

CITY OF COWETA, OKLAHOMA

By:_____
Naomi Hogue, Mayor

ATTEST:

_____
Marcy Kilgore, City Clerk

APPROVED:

_____
Jeff M. Stephens, City Attorney

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-03
Date: 03-04-2024

BACKGROUND

Applicant
Tanner Consulting LLC, for the property owners, are seeking to amend the zoning map. The request is to rezone from a Residential Single Family (RS-3) district to a medium density Residential Multi-Family (RM-1) district.

Case Facts

- The property is located at 28827 East 141st Street South, in Section 7, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is currently zoned (RS-3) Residential Single Family.
- Surrounding land use is Residential Single-Family (RS-3), Residential Two-Family (RD), General Commercial (CG) and Residential Mulit-Family (RM-1).
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low-intensity residential use.

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: Legal description: Part of Government Lot 4 in Section 7, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, described as follows: Beginning at the Southwest corner of Government Lot 4; thence East 210 feet; thence North 210 feet; thence west 210 feet; thence South 210 feet 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 despite the deviation from the Proposed Land use 2020-2030 Map, this request is in compliance with the objectives of the City of Coweta Comprehensive Plan. Further, if implemented, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan. Specifically, its current zoning, location abutting East 141st Street South, and close access to State Hwy 51 are factors which were considered.

A public hearing was held on February 20, 2024, by the Coweta Planning Commission. At the Planning Commission no residents were present to make any comments concerning the rezone request. Behind the applicant's property which is zoned RS-3 Single Residential Family zoning, there exists nonconforming Residential Single-Family units. The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 24-03 (4-0.

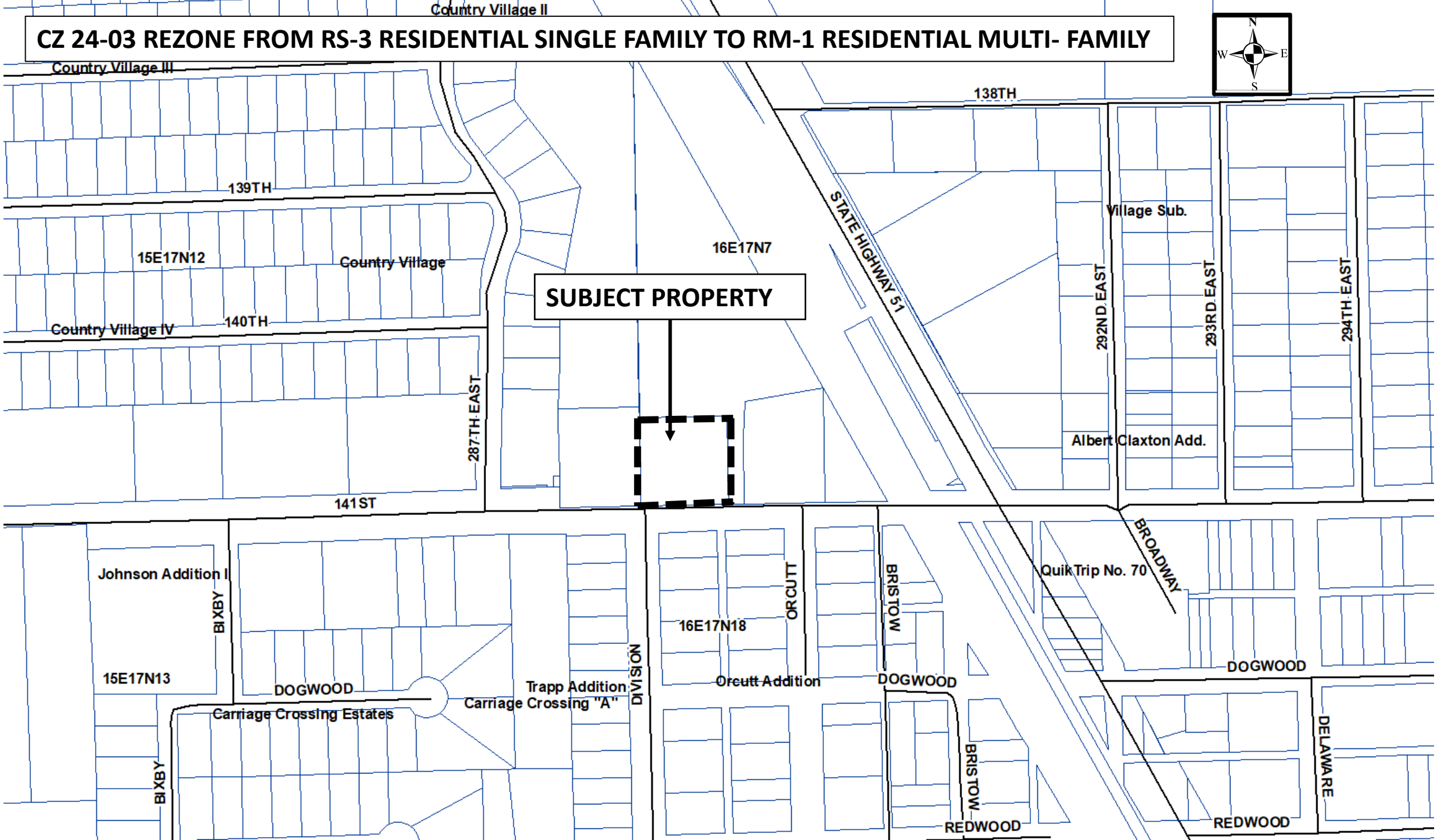
STAFF COMMENTS

The Planning Commission recommended approval of the rezone request to the Coweta City Council for case no. CZ 24-03. Staff recommends approval of the rezone request from (RS-3) Residential Single-Family district to the Residential Mulit-Family (RM-1) district.

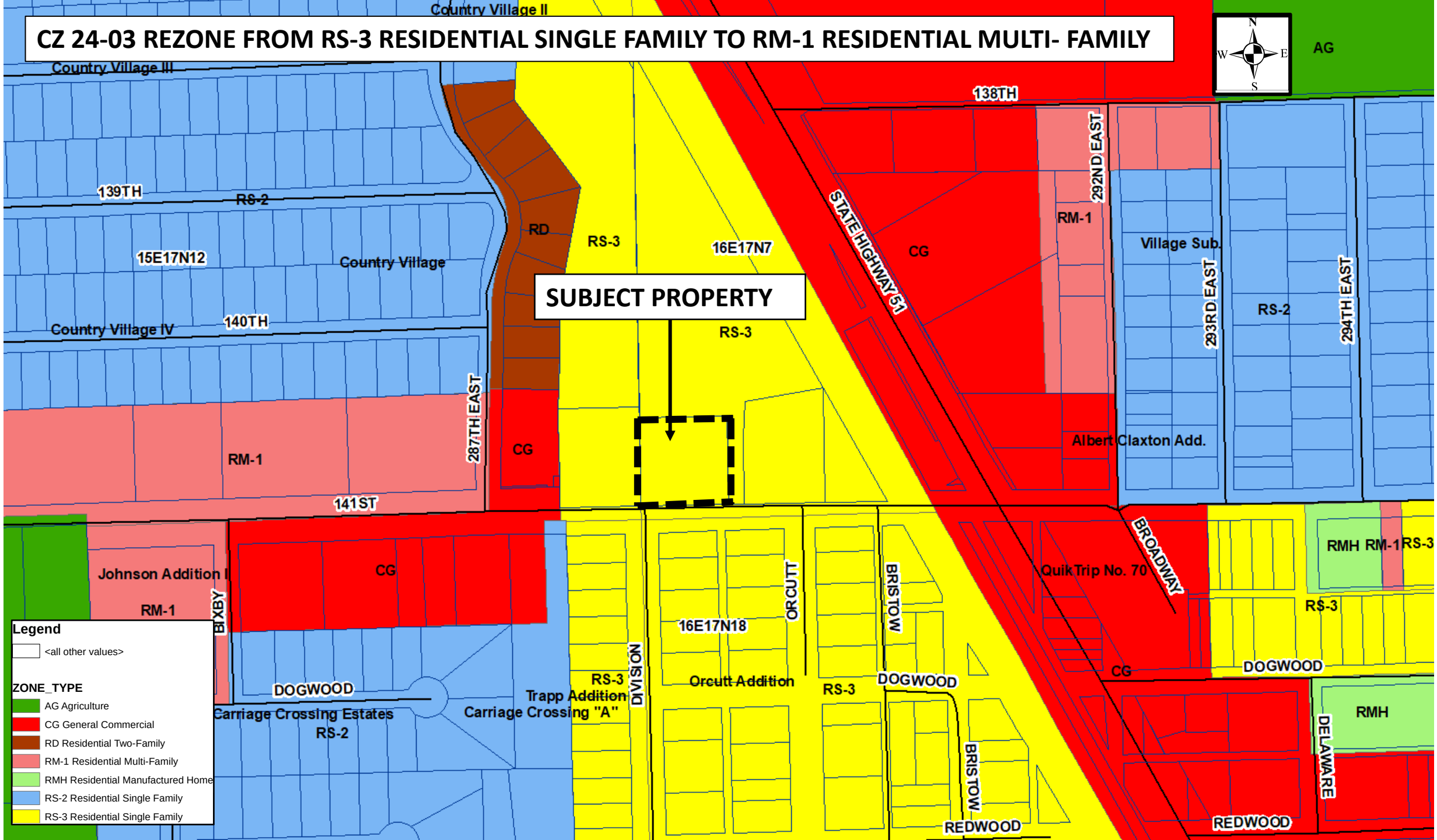
ATTACHMENTS

1. Location Map
2. Zoning Map
3. Aerial View Map
4. Ordinance No. 881

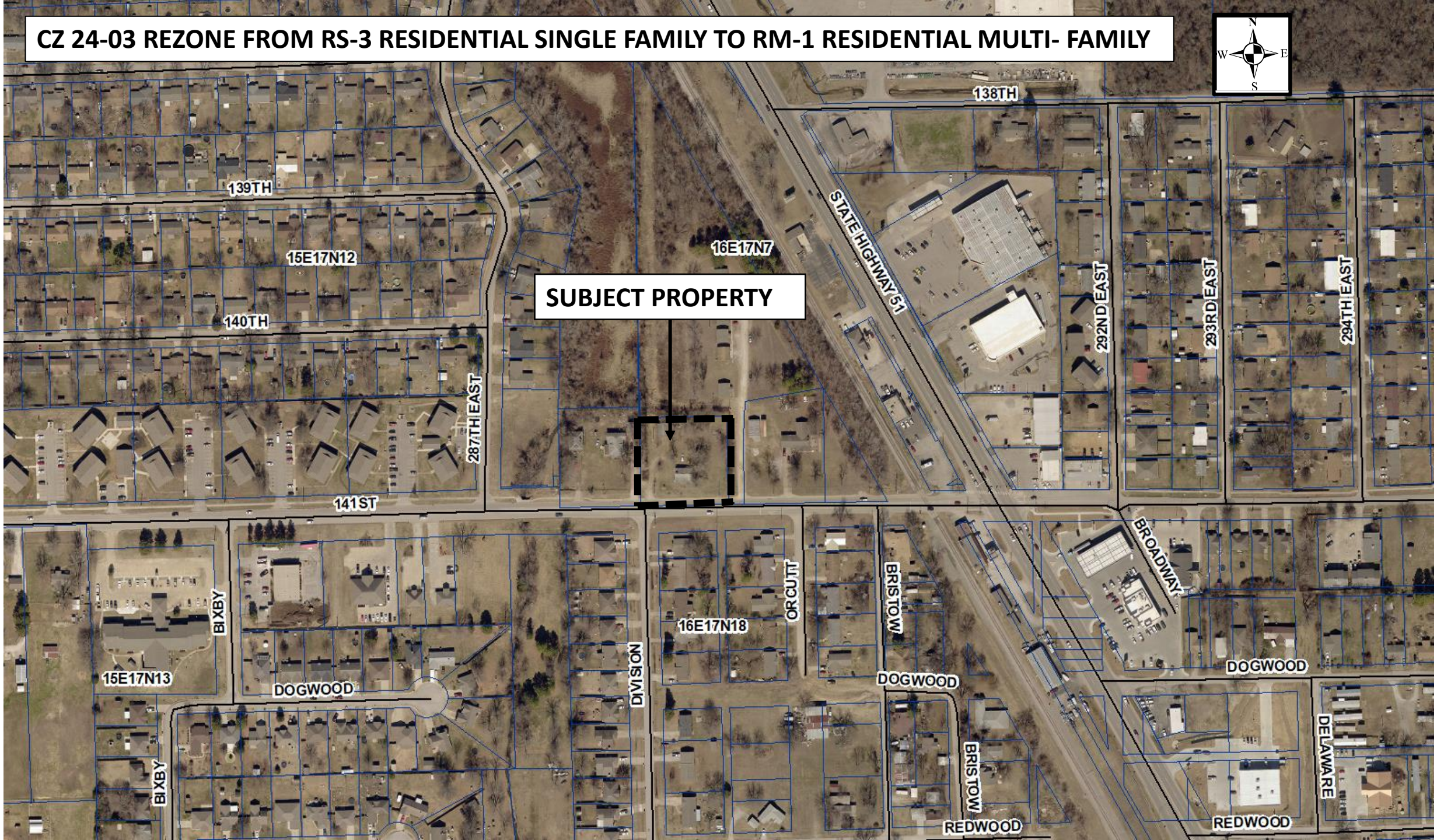
CZ 24-03 REZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY TO RM-1 RESIDENTIAL MULTI- FAMILY



CZ 24-03 REZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY TO RM-1 RESIDENTIAL MULTI- FAMILY



CZ 24-03 REZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY TO RM-1 RESIDENTIAL MULTI- FAMILY



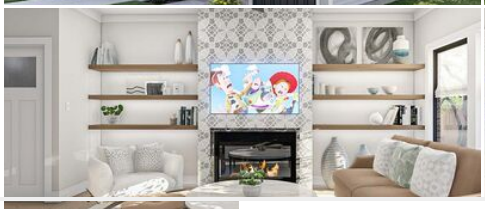
Dear Coweta Residence,

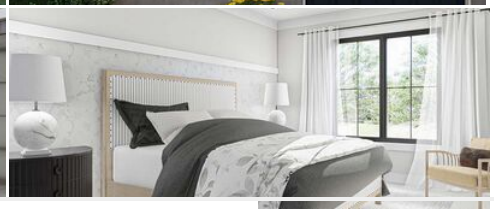
Graylynn Homes LLC is requesting that Coweta is the next homesite of our future project. “The Village of Scarlet Oaks” development will be on the vacant tract at 28827 E 141st St S. Coweta, OK 74429. We have attached a conceptual site plan to this letter for your review.

As local residents of Broken Arrow, this project will be a personal investment for Graylynn Homes. The Village of Scarlet Oaks will be built by our personal construction company ARRT Construction LLC. located in Tulsa, Oklahoma. Graylynn Homes will maintain the grounds and keep this location manicured so that you can be proud of your new neighbors for years to come.

We invite you to reach out with any questions or concerns you may have. We would love to hear from you, so please feel free to reach out at your convenience.

Best wishes,
Andi & Crystal Hogan
Graylynn Homes LLC
Graylynnhomes@gmail.com





The Village of Scarlet Oaks

EXHIBIT

CONCEPTUAL SITE PLAN

CONCEPTUAL LAYOUT SHOWN AS OF NOVEMBER 28, 2023

SITE PLAN KEY NOTES

1. PROPOSED TRIPLEX BUILDING
2. CONCRETE DRIVEWAY
3. (2) PARKING SPACES PER UNIT (ONE GARAGE + ONE DRIVEWAY)
4. (3) PUBLIC PARKING SPACES
5. EXISTING CONCRETE SIDEWALK

NOVEMBER 2023

TANNER CONSULTING LLC, CERTIFICATE OF AUTHORIZATION NO. CA 2661
5323 S LEWIS AVE, TULSA, OK 74105 | 918.745.9929

NOT TO SCALE

NORTH

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 881

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM A RESIDENTIAL SINGLE-FAMILY (RS-3) CLASSIFICATION TO A RESIDENTIAL MULTI-FAMILY (RM-1) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION ONE (1): ZONING CLASSIFICATION
That Rezoning Application No. CZ-24-03 is hereby approved, and the following-described property is hereby rezoned from a Residential Single-Family (RS-3) classification to a Residential Multi-Family (RM-1) classification, to-wit:

> Part of Government Lot 4 in Section 7, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, described as follows: Beginning at the Southwest corner of Government Lot 4; thence East 210 feet; thence North 210 feet; thence West 210 feet; thence South 210 feet 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): EFFECTIVE DATE
This ordinance shall become effective 30 days after its passage, approval, and publication as provided by state law.

Approved by the City Council of the City of Coweta, Oklahoma, on this 4th day of March, 2024.

CITY OF COWETA, OKLAHOMA

By:_____
Naomi Hogue, Mayor

ATTEST:

_____
Marcy Kilgore, City Clerk

APPROVED:

_____
Jeff M. Stephens, City Attorney

Ordinance No. 881

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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-04
Date: 03-04-2024

BACKGROUND

Applicant
Lou Reynolds with Eller and Detrich is seeking to amend the zoning map. The request is to rezone from a Residential Multi-Family (RM-1) district to a General Commercial (CG) district.

Case Facts

- The property is located at the North and West of the Northwest corner of State Highway 51 and South of 305th East Avenue, in Section 18, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is currently zoned Residential Multi-Family (RM-1).
- Surrounding land use is single-family, two-family residential and General Commercial.
- The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for commercial medium-intensity Commercial use.

Existing Land Use	Existing Zoning
Vacant	RM-1
Surrounding Land Use	**Surrounding Zoning**
North: Residential	RD
East: Agricultural	AG
South: General Commercial	CG
West: Residential and General Commercial	RD and CG

Legal description: The West half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (W/2 SE/4 SE/4 NE/4) Less and Except the South 265 feet of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, and the North 132 feet of the East Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (E/2 SE/4 SE/4 NE/4 of Section Eighteen (18), Township Seventeen (17) North , Range Sixteen (16) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma Containing 3.99 Acres more or less.

Pertinent 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, Proposed Land Use 2020-2030 Map. If implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

A public hearing was held on February 20, 2024, by the Coweta Planning Commission. At the Planning Commission meeting no residents were present to make any comments concerning the rezone request. The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 24-04 (4-0).

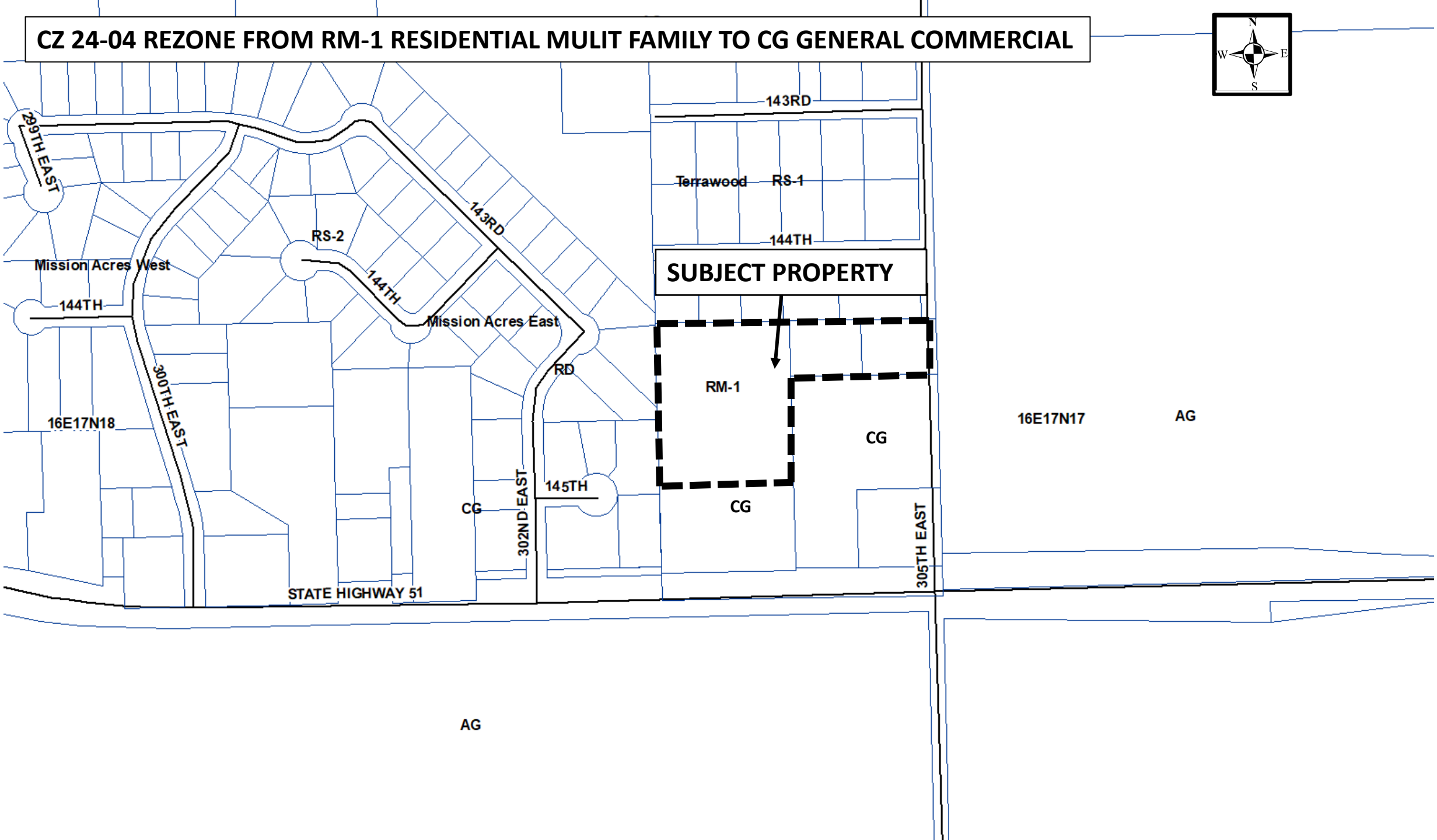
STAFF COMMENTS

The Planning Commission recommended approval of the rezone request to the Coweta City Council for case no. CZ 24-04. Staff recommends approval of the rezone request from Residential Multi-Family (RM-1) district to a General Commercial (CG) district.

ATTACHMENTS

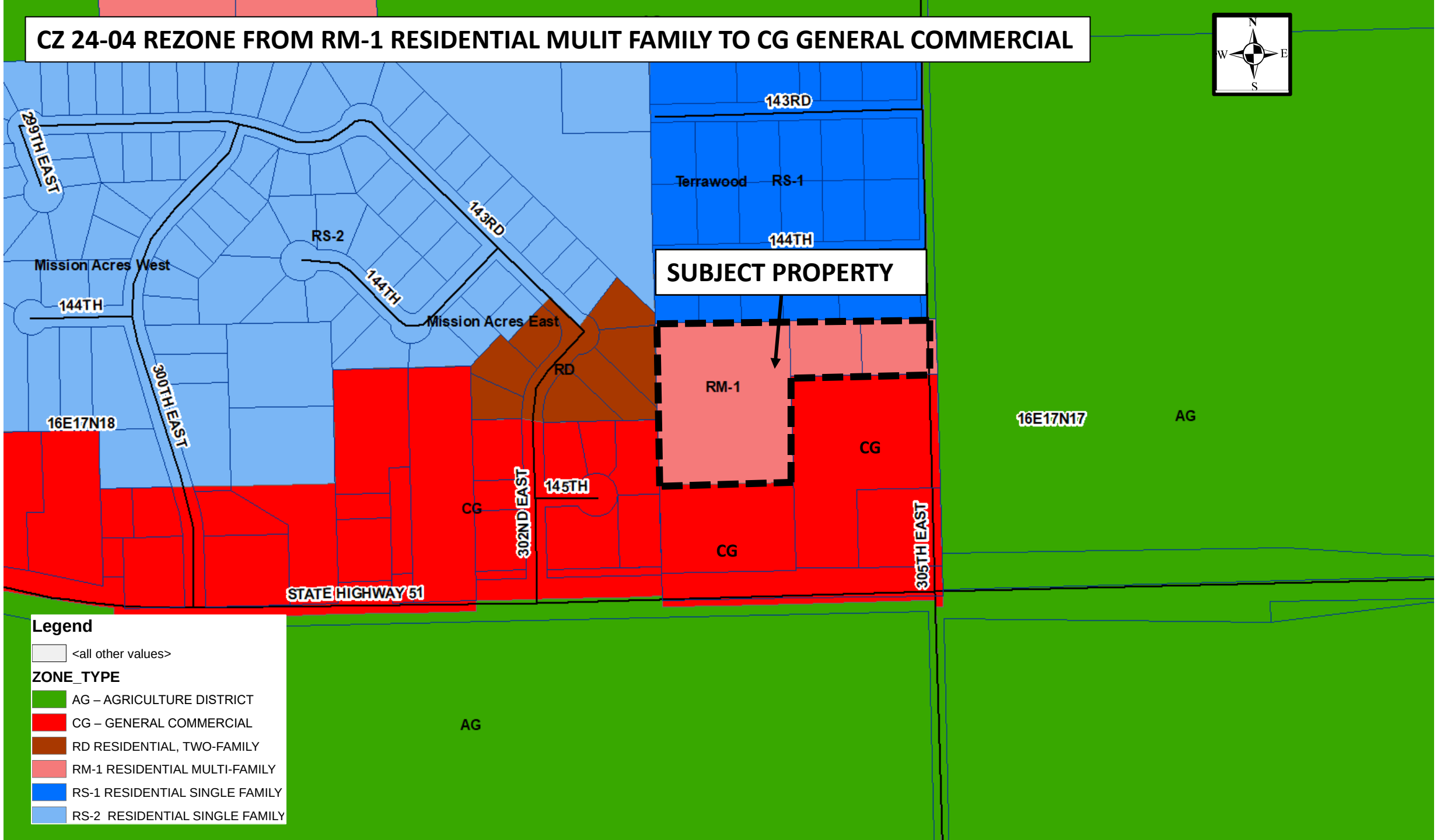
Location Map
Aerial Map
Zoning Map
Ordinance No. 882

CZ 24-04 REZONE FROM RM-1 RESIDENTIAL MULIT FAMILY TO CG GENERAL COMMERCIAL



CZ 24-04 REZONE FROM RM-1 RESIDENTIAL MULIT FAMILY TO CG GENERAL COMMERCIAL

CZ 24-04 REZONE FROM RM-1 RESIDENTIAL MULIT FAMILY TO CG GENERAL COMMERCIAL



CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 882

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM A RESIDENTIAL MULTI-FAMILY (RM-1) CLASSIFICATION TO A GENERAL COMMERCIAL (CG) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION ONE (1): ZONING CLASSIFICATION
That Rezoning Application No. CZ-24-04 is hereby approved, and the following-described property is hereby rezoned from a Residential Multi-Family (RM-1), classification to a General Commercial (CG) classification, to-wit:

> The West Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (W/2 SE/4 SE/4 NE/4) Less and Except the South 265 feet of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma; and the North 132 feet of the East Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter (E/2 SE/4 SE/4 NE/4) of Section Eighteen (18), Township Seventeen (17) North, Range Sixteen (16) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, containing 3.99 acres, more or less.

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): EFFECTIVE DATE
This ordinance shall become effective 30 days after its passage, approval, and publication as provided by state law.

Approved by the City Council of the City of Coweta, Oklahoma, on this 4th day of March, 2024.

CITY OF COWETA, OKLAHOMA

By:_____
Naomi Hogue, Mayor

ATTEST:

_____
Marcy Kilgore, City Clerk

APPROVED:

_____
Jeff M. Stephens, City Attorney

CITY OF Coweta
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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Final Plat Wynstone Phase III
Date: 03-04-2024

BACKGROUND

Applicant
The applicant, Integrity Development Group, LLC, Developer; and JC Engineering, PC., Engineer; request approval of the Final Plat for Wynstone Phase III, a subdivision of with 92 lots more or less.

Case Facts

- The property is located in The property is located in located in Section 25, Township 18 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-3).
- The property legal description: A Subdivision in the City of Coweta, Oklahoma; Being part of the Southwest Quarter (SW/4) of Section Twenty-Five (25), Township Eighteen (18) North, Range Fifteen (15) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- A public hearing was held on 22 January 2024 by the Coweta Planning Commission to hear comments on the final plat. At the meeting, the Planning Commission recommended approval to Coweta City Council. The final plat was recommended for approval with the condition that the developer cleans the Subdivision Addition up, with a vote of 3-0.
- A public hearing was held on 5 February 2024 by the Coweta City Council. The Final Plat approval and acceptance of public infrastructure for Wynstone Phase III was tabled, pending the completion of site stabilization and siltation mitigation per the developers ODEQ approved Stormwater Pollution Prevention Plan and their OKR10 permit.

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

Pending reinspection of infrastructure and site stabilization approval, staff recommends City Council approval of the Wynstone Phase III Final Plat.

ATTACHMENTS

1. Final Plat – Wynstone Phase III

FINAL PLAT

WYNSTONE - PHASE 3

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

OWNER:
Integrity Development Group, LLC
22416 East 115th Place South,
Broken Arrow, Oklahoma 74014
idgtulsa@gmail.com

ENGINEER:
JC Engineering, PC
10035 N. 177th East Ave.
Owasso,Oklahoma 74055
Phone: (918) 798-5979
Joe P. Kelley, P.E. NO. 21438
OK CA NO. 5686, EXPIRES 6/30/2025
joe@j-c-engineering.com

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma 74103
Phone: (918) 584-5858
R. WESLEY BENNETT PLS NO. 1562
OK CA NO. 1460, EXPIRES 6/30/2025
wes.bennett@wallace.design

NOTES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION

FLOOD ZONE NOTE

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

BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 25, T-18-N, R-15-E, AS BEING N8843'07"E.

SITE DATA

EXISTING ZONING:	RS-3 - RESIDENTIAL SINGLE FAMILY
TOTAL ACREAGE:	29.10 ACRES (1,267,683.88 SQUARE FEET)
NUMBER OF BLOCKS:	6
NUMBER OF LOTS:	92
RESERVE AREAS:	1

UTILITY SERVICE PROVIDERS

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

MONUMENTATION

ALL CORNERS TO BE SET WITH A 5/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LINE LEGEND

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

ABBREVIATIONS

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

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 4, WYNSTONE - PHASE 2

THENCE, S01°25'12"E A DISTANCE OF 1281.83 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1236.00 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 120.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 6.16 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 190.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'00", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N43°26'03"E FOR A DISTANCE OF 35.30 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°40'46", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS N46°17'48"W FOR A DISTANCE OF 35.26 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 387.39 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14°01'24" HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 39.13 FEET, AND WHOSE LONG CHORD BEARS N08°28'08"W FOR A DISTANCE OF 30.52 FEET; THENCE, N15°28'50"W FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57.4", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.30 FEET; THENCE, N74°31'10"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.00 FEET; THENCE, N74°52'12"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°12'08", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'14"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 473.96 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°51'30", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS S46°21'08"E FOR A DISTANCE OF 35.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N88°34'42"E FOR A DISTANCE OF 50.00 FEET; THENCE, N01°25'12"W FOR A DISTANCE OF 316.36 FEET; THENCE, N88°34'48"E FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1,267,683.88 SQUARE FEET (29.10 ACRES) MORE OR LESS.

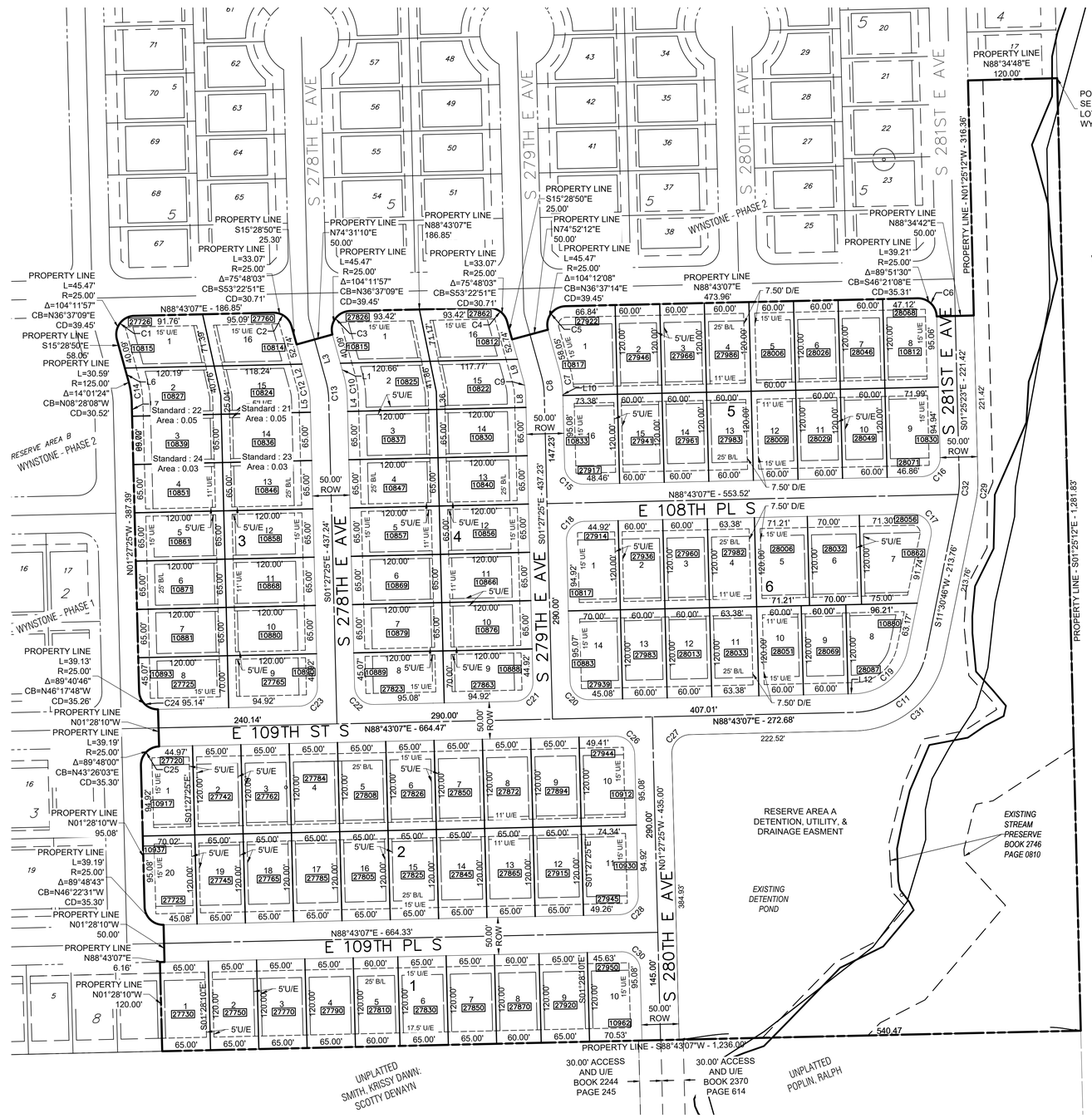
ZONING REQUIREMENTS

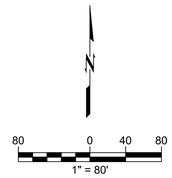
RS-3 - RESIDENTIAL SINGLE FAMILY

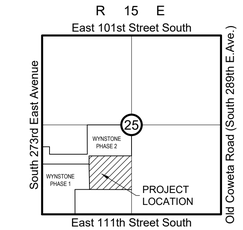
• MINIMUM LOT AREA:	5,000 SQUARE FEET
• MINIMUM LOT WIDTH AT FRONT BUILDING LINE:	50 FEET
• MINIMUM STREET ABUTTING:	30 FEET
• MAXIMUM BUILDING HEIGHT:	2½ STORIES OR 35 FEET

TYPICAL BUILDING SETBACKS

• SIDE LOT:	5 FEET
• FRONT SETBACK:	25 FEET
• REAR SETBACK:	15 FEET







Location Map
Scale: 1"= 2000'
NORTH

LINE TABLE

Line #	Length	Direction
L1	17.96	N15°28'50"W
L2	30.61	S15°28'50"E
L4	17.31	N01°27'25"W
L5	17.16	S01°27'25"E
L6	17.95	S15°28'50"E
L7	17.32	N01°27'25"W
L8	17.16	S01°27'25"E
L9	30.61	S15°28'50"E
L10	2.31	N01°27'25"W
L12	8.71	S88°43'07"W
L36	23.83	N01°27'25"W

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	45.47	25	104°11'57"	N36°37'09"E	39.45
C4	33.07	25	75°48'03"	S53°22'51"E	30.71
C5	45.47	25	104°12'08"	N36°37'14"E	39.45
C6	39.21	25	89°51'35"	S46°21'05"E	35.31
C7	30.60	125	14°01'25"	N08°28'07"W	30.52
C8	24.48	100	14°01'25"	S08°28'07"E	24.41
C9	18.36	75	14°01'25"	S08°28'07"E	18.31
C10	30.60	125	14°01'25"	N08°28'07"W	30.52
C11	134.75	100	77°12'21"	S50°06'56"W	124.78
C12	18.36	75	14°01'25"	S08°28'07"E	18.31
C13	24.48	100	14°01'25"	S08°28'07"E	24.41
C15	39.19	25	89°49'29"	N46°22'09"W	35.30
C16	39.33	25	90°08'30"	S43°38'52"W	35.40
C17	44.85	25	102°47'39"	S39°53'04"E	39.07
C18	39.35	25	90°10'31"	N43°37'51"E	35.41
C19	101.06	75	77°12'21"	S50°06'56"W	93.59
C20	39.19	25	89°49'28"	N46°22'09"W	35.30
C21	39.35	25	90°10'32"	S43°37'51"W	35.41
C22	39.19	25	89°49'28"	N46°22'09"W	35.30
C25	39.35	25	90°11'17"	N43°37'29"E	35.41
C26	39.19	25	89°49'28"	S46°22'09"E	35.30
C27	39.35	25	90°10'32"	S43°37'51"W	35.41
C28	39.35	25	90°10'32"	S43°37'51"W	35.41
C29	28.22	125	12°56'09"	S05°02'41"W	28.16
C30	39.19	25	89°49'28"	S46°22'09"E	35.30
C31	168.44	125	77°12'21"	S50°06'56"W	155.98
C32	22.58	100	12°56'09"	S05°02'41"W	22.53

FINAL PLAT

WYNSTONE - PHASE 3

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

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 4, WYNSTONE - PHASE 2

THENCE, S01°25'12"E A DISTANCE OF 1281.83 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1236.00 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 120.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 6.16 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 190.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'00", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N43°26'03"E FOR A DISTANCE OF 35.30 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°40'46", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS N46°17'48"W FOR A DISTANCE OF 35.26 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 387.39 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14°01'24" HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 39.13 FEET, AND WHOSE LONG CHORD BEARS N08°28'08"W FOR A DISTANCE OF 30.52 FEET; THENCE, N15°28'50"W FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57.4", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.30 FEET; THENCE, N74°31'10"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.00 FEET; THENCE, N74°52'12"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°12'08", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'14"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 473.96 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°51'30", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS S46°21'08"E FOR A DISTANCE OF 35.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N88°34'42"E FOR A DISTANCE OF 50.00 FEET; THENCE, N01°25'12"W FOR A DISTANCE OF 316.36 FEET; THENCE, N88°34'48"E FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1,267,683.88 SQUARE FEET (29.10 ACRES) MORE OR LESS.

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

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 92 LOTS IN 6 BLOCKS WITH 1 RESERVE AREA AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF 'WYNSTONE - PHASE 3', A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA, (WHEREVER THE WORD 'SUBDIVISION' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN WYNSTONE - PHASE 3' UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD 'CITY' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF COWETA, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

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

1.2 UNDERGROUND SERVICES

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

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

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

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

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

A. RIGHT TO ACCESS: THE CITY OF COWETA, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO GENERAL UTILITY EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF STORM SEWER FACILITIES.

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

A. RIGHT TO ACCESS - THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER AND SANITARY SEWER FACILITIES.

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RWD4 EASEMENT' OR 'RWD4 R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

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

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

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

1.4 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY CITY OF COWETA, OKLAHOMA.

1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

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

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

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

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

1.7 SIDEWALKS

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

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

1.8 DRAINAGE EASEMENT

1.8.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" OR "D/E" FOR THE PURPOSES OF PERMITTING THE CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

1.8.2 DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS.

1.8.3 NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

1.8.4 THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVEN OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA.

SECTION II. RESERVE AREAS

2.2 RESERVE AREA 'A'

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

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

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

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

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

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

2.2.4.3 THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

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

2.2.5 LANDSCAPING, SHALL BE ALLOWED WITHIN THE RESERVE.

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

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

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

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

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

3.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

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

3.1.2 THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREIN AFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIAL, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3.1.3 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE CLOSING OF ALL OF THE LOTS OF WYNSTONE - PHASE 3, BE DEEMED TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNER'S ASSOCIATION.

3.2 FLOOR AREA OF DWELLING

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

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

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

3.3 GARAGES

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

3.4 FOUNDATIONS

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

3.5 MASONRY

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

3.6 WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

3.7 ROOF PITCH

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

3.8 ROOFING MATERIALS

3.8.1 ROOFING SHALL BE SELF-SEALING COMPOSITION ARCHITECTURAL GRADE ROOFING SHINGLES, WEATHERED WOOD OR EQUIVALENT (LESS THAN 225#, AND 3 TAB SHINGLES ARE NOT ALLOWED), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREIN AFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

3.9 ROOFTOP PROTRUSIONS

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

3.10 ON-SITE CONSTRUCTION

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

3.11 OUTBUILDINGS

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

3.12 OUTDOOR RECREATIONAL STRUCTURES & EQUIPMENT

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

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

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

3.13 FRONTING AND ACCESS LIMITATION

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

3.14 YARDS AND SETBACKS

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

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

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

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

3.15 BUILDING HEIGHT

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

3.16 LOT FENCING/LANDSCAPING

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

3.16.2 ON CORNER LOTS FENCING CAN ONLY EXTEND TO WITHIN EIGHT (8) FEET OF THE PROPERTY LINE FORMING A SIDE YARD BOUNDARY OF THE LOT.

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

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

FINAL PLAT

WYNSTONE - PHASE 3

A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA,
BEING A PART OF THE SW/4 OF SECTION TWENTY–FIVE (25),
TOWNSHIP 18 NORTH, RANCE 15 EAST OF THE I.B.&M., ROGERS COUNTY, OKLAHOMA.

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

3.17 SATELLITE DISHES, ANTENNAS AND SOLAR PANELS

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

3.17.2 SOLAR PANELS ARE NOT ALLOWED UNLESS WAIVED IN WRITING BY ARCHITECTURAL CONTROL COMMITTEE.

3.18 LOT MAINTENANCE

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

3.19 RECREATIONAL VEHICLES, EQUIPMENT, AND UTILITY TRAILERS

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

3.20 INOPERATIVE VEHICLES

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

3.21 CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

3.22 TRASH CONTAINERS

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

3.23 MAILBOXES

AS LONG AS RURAL TYPE MAILBOX IS IN USE IN WYNSTONE - PHASE 3 FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE 'INSIDE EDGE' OF THE DRIVEWAY. 'INSIDE EDGE' SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

3.24 ANIMALS

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

3.25 NOXIOUS ACTIVITY

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

3.26 MATERIALS AND STORAGE

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

3.27 TEMPORARY TRASH RECEPTACLE

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

3.28 ON-STREET PARKING

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

3.29 SEASONAL HOUSE AND YARD DECORATIONS

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

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

3.30 DEFINITIONS

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

SECTION IV. HOMEOWNER'S ASSOCIATION

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

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

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

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

5.2 VALIDITY

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

5.3 DURATION

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

5.4 AMENDMENT OR TERMINATION

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

5.5 SEVERABILITY

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

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS _____ DAY OF _____, 2024.

INTEGRITY DEVELOPMENT GROUP, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEITH JONES, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_____DAY OF_____, 2024, PERSONALLY APPEARED KEITH JONES TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2024.

BY: _____
R. WESLEY BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1562

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____ _____ 2024, PERSONALLY APPEARED TO ME R. WESLEY BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CITY OF COWETA APPROVALS

APPROVED: APPROVED:

_____ _____ _____
COWETA PLANNING MAYOR
COMMISSION CHAIRMAN

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

_____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2022 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS WYNSTONE - PHASE 3.

_____
CHASITY LEVI, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WYNSTONE - PHASE 3 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

_____
LORI HENDRICKS, WAGONER COUNTY CLERK

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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Final Plat Wynstone Phase III
Date: 03-04-2024

BACKGROUND

Wynstone Phase III, a subdivision located in located in Section 25, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, a approximately 29.10 acres, more or less, with 92 lots.

The final plat for the Wynstone Phase III subdivision was initially recommended for approval by the Coweta Planning on 22 January 2024. This plat is on the 4 March 2024 City Council agenda for approval.

Infrastructure has now been constructed and completed. A final engineering inspection of the infrastructure was conducted on 05 March 2024 and a letter from the Cowan Group Engineering recommending acceptance of the infrastructure for public property was received after the site inspection. The required maintenance bonds were received on 26 January 2024. The developer has submitted "Record Drawings" of the infrastructure to the Community Development office and request the City Council accept the infrastructure. Upon acceptance, the two-year maintenance period will begin.

STAFF RECOMMENDATION

Staff, in accordance with the reinspection and recommendation from the Cowan Group Engineering firm, and the developer having met all requirements as established by the Subdivision Regulations, recommend acceptance of the public improvements as shown on the Final Plat of Wynstone Phase III.

ATTACHMENTS

1. Resolution No. 2024-03
2. Final Plat Wynstone Phase III
3. Letter recommending Acceptance – The Cowan Group
4. Sanitary Sewer Bonds
5. Storm Sewer Bonds
6. Paving Bonds

RESOLUTION NO. 2024-03

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 WYNSTONE PHASE III SUBDIVISION, LOCATED IN SECTION 25, TOWNSHIP 18 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 the Wynstone Phase III 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 related to those on-site public improvements; and

WHEREAS, the 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 that:

Section 1. The paving, grading, sanitary sewer and drainage improvements and all required easements in the Wynstone Phase III 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 this 15th day of February 2024.

_____
Naomi Hogue, Mayor

ATTEST:

_____
Marcy Kilgore, City Clerk

APPROVED:

_____
Jeff Stephens, City Attorney

FINAL PLAT

WYNSTONE - PHASE 3

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

OWNER:
Integrity Development Group, LLC
22416 East 115th Place South,
Broken Arrow, Oklahoma 74014
idgtulsa@gmail.com

ENGINEER:
JC Engineering, PC
10035 N. 177th East Ave.
Owasso,Oklahoma 74055
Phone: (918) 798-5979
Joe P. Kelley, P.E. NO. 21438
OK CA NO. 5686, EXPIRES 6/30/2025
joe@j-c-engineering.com

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma 74103
Phone: (918) 584-5858
R. WESLEY BENNETT PLS NO. 1562
OK CA NO. 1460, EXPIRES 6/30/2025
wes.bennett@wallace.design

NOTES

1. THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
2. ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION

FLOOD ZONE NOTE

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

BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 25, T-18-N, R-15-E, AS BEING N8843'07"E.

SITE DATA

EXISTING ZONING:	RS-3 - RESIDENTIAL SINGLE FAMILY
TOTAL ACREAGE:	29.10 ACRES (1,267,683.88 SQUARE FEET)
NUMBER OF BLOCKS:	6
NUMBER OF LOTS:	92
RESERVE AREAS:	1

UTILITY SERVICE PROVIDERS

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

MONUMENTATION

ALL CORNERS TO BE SET WITH A 5/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LINE LEGEND

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

ABBREVIATIONS

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

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 4, WYNSTONE - PHASE 2

THENCE, S01°25'12"E A DISTANCE OF 1281.83 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1236.00 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 120.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 6.16 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 190.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'00", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N43°26'03"E FOR A DISTANCE OF 35.30 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°40'46", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS N46°17'48"W FOR A DISTANCE OF 35.26 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 387.39 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14°01'24" HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 39.13 FEET, AND WHOSE LONG CHORD BEARS N08°28'08"W FOR A DISTANCE OF 30.52 FEET; THENCE, N15°28'50"W FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57.4", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.30 FEET; THENCE, N74°31'10"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.00 FEET; THENCE, N74°52'12"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°12'08", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'14"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 473.96 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°51'30", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS S46°21'08"E FOR A DISTANCE OF 35.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N88°34'42"E FOR A DISTANCE OF 50.00 FEET; THENCE, N01°25'12"W FOR A DISTANCE OF 316.36 FEET; THENCE, N88°34'48"E FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1,267,683.88 SQUARE FEET (29.10 ACRES) MORE OR LESS.

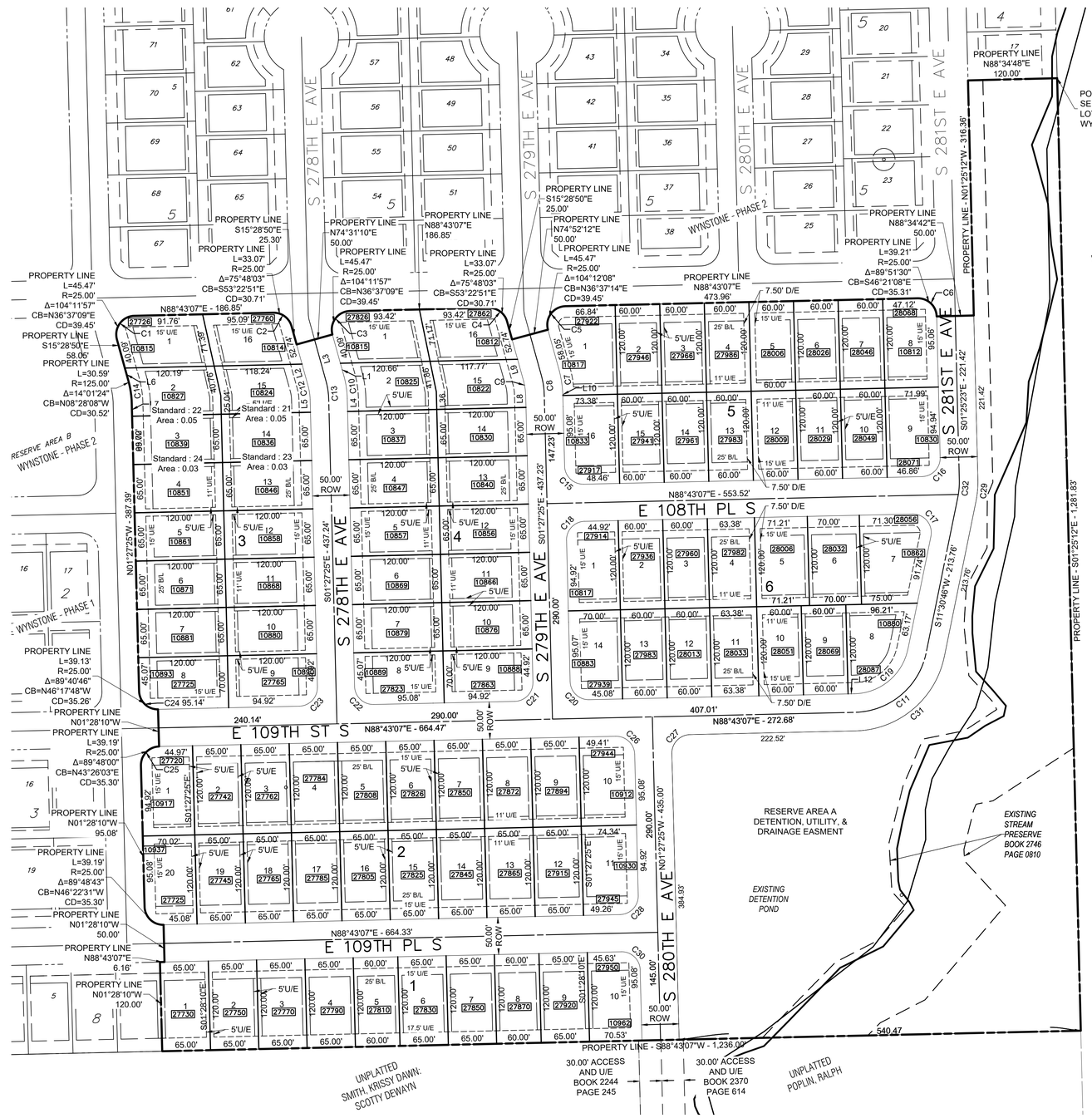
ZONING REQUIREMENTS

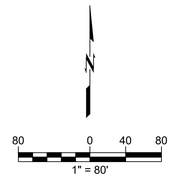
RS-3 - RESIDENTIAL SINGLE FAMILY

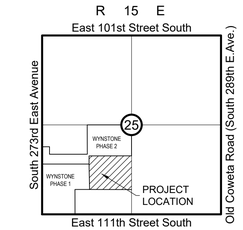
• MINIMUM LOT AREA:	5,000 SQUARE FEET
• MINIMUM LOT WIDTH AT FRONT BUILDING LINE:	50 FEET
• MINIMUM STREET ABUTTING:	30 FEET
• MAXIMUM BUILDING HEIGHT:	2½ STORIES OR 35 FEET

TYPICAL BUILDING SETBACKS

• SIDE LOT:	5 FEET
• FRONT SETBACK:	25 FEET
• REAR SETBACK:	15 FEET







Location Map
Scale: 1"= 2000'
NORTH

LINE TABLE

Line #	Length	Direction
L1	17.96	N15°28'50"W
L2	30.61	S15°28'50"E
L4	17.31	N01°27'25"W
L5	17.16	S01°27'25"E
L6	17.95	S15°28'50"E
L7	17.32	N01°27'25"W
L8	17.16	S01°27'25"E
L9	30.61	S15°28'50"E
L10	2.31	N01°27'25"W
L12	8.71	S88°43'07"W
L36	23.83	N01°27'25"W

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	45.47	25	104°11'57"	N36°37'09"E	39.45
C4	33.07	25	75°48'03"	S53°22'51"E	30.71
C5	45.47	25	104°12'08"	N36°37'14"E	39.45
C6	39.21	25	89°51'35"	S46°21'05"E	35.31
C7	30.60	125	14°01'25"	N08°28'07"W	30.52
C8	24.48	100	14°01'25"	S08°28'07"E	24.41
C9	18.36	75	14°01'25"	S08°28'07"E	18.31
C10	30.60	125	14°01'25"	N08°28'07"W	30.52
C11	134.75	100	77°12'21"	S50°06'56"W	124.78
C12	18.36	75	14°01'25"	S08°28'07"E	18.31
C13	24.48	100	14°01'25"	S08°28'07"E	24.41
C15	39.19	25	89°49'29"	N46°22'09"W	35.30
C16	39.33	25	90°08'30"	S43°38'52"W	35.40
C17	44.85	25	102°47'39"	S39°53'04"E	39.07
C18	39.35	25	90°10'31"	N43°37'51"E	35.41
C19	101.06	75	77°12'21"	S50°06'56"W	93.59
C20	39.19	25	89°49'28"	N46°22'09"W	35.30
C21	39.35	25	90°10'32"	S43°37'51"W	35.41
C22	39.19	25	89°49'28"	N46°22'09"W	35.30
C25	39.35	25	90°11'17"	N43°37'29"E	35.41
C26	39.19	25	89°49'28"	S46°22'09"E	35.30
C27	39.35	25	90°10'32"	S43°37'51"W	35.41
C28	39.35	25	90°10'32"	S43°37'51"W	35.41
C29	28.22	125	12°56'09"	S05°02'41"W	28.16
C30	39.19	25	89°49'28"	S46°22'09"E	35.30
C31	168.44	125	77°12'21"	S50°06'56"W	155.98
C32	22.58	100	12°56'09"	S05°02'41"W	22.53

FINAL PLAT

WYNSTONE - PHASE 3

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

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, STATE OF OKLAHOMA ACCORDING TO THE OFFICIAL U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 4, WYNSTONE - PHASE 2

THENCE, S01°25'12"E A DISTANCE OF 1281.83 FEET; THENCE, S88°43'07"W FOR A DISTANCE OF 1236.00 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 120.00 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 6.16 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'43", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N46°22'31"W FOR A DISTANCE OF 35.30 FEET; THENCE, N01°28'10"W FOR A DISTANCE OF 190.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°48'00", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.19 FEET, AND WHOSE LONG CHORD BEARS N43°26'03"E FOR A DISTANCE OF 35.30 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N01°28'10"W FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°40'46", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 30.59 FEET, AND WHOSE LONG CHORD BEARS N46°17'48"W FOR A DISTANCE OF 35.26 FEET; THENCE, N01°27'25"W FOR A DISTANCE OF 387.39 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14°01'24" HAVING A RADIUS OF 125.00 FEET, A LENGTH OF 39.13 FEET, AND WHOSE LONG CHORD BEARS N08°28'08"W FOR A DISTANCE OF 30.52 FEET; THENCE, N15°28'50"W FOR A DISTANCE OF 58.05 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57.4", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.30 FEET; THENCE, N74°31'10"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°11'57", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'09"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 186.85 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 75°48'03", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 33.07 FEET, AND WHOSE LONG CHORD BEARS S53°22'51"E FOR A DISTANCE OF 30.71 FEET; THENCE, S15°28'50"E FOR A DISTANCE OF 25.00 FEET; THENCE, N74°52'12"E FOR A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 104°12'08", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 45.47 FEET, AND WHOSE LONG CHORD BEARS N36°37'14"E FOR A DISTANCE OF 39.45 FEET; THENCE, N88°43'07"E FOR A DISTANCE OF 473.96 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 89°51'30", HAVING A RADIUS OF 25.00 FEET, A LENGTH OF 39.21 FEET, AND WHOSE LONG CHORD BEARS S46°21'08"E FOR A DISTANCE OF 35.31 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE; THENCE, N88°34'42"E FOR A DISTANCE OF 50.00 FEET; THENCE, N01°25'12"W FOR A DISTANCE OF 316.36 FEET; THENCE, N88°34'48"E FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1,267,683.88 SQUARE FEET (29.10 ACRES) MORE OR LESS.

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

THE OWNER HAS CAUSED THE SAME TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 92 LOTS IN 6 BLOCKS WITH 1 RESERVE AREA AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF 'WYNSTONE - PHASE 3', A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA, (WHEREVER THE WORD 'SUBDIVISION' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN WYNSTONE - PHASE 3' UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD 'CITY' APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF COWETA, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. NOW, THEREFORE, THE OWNER, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION, AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS, GRANTEES AND ASSIGNS, THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY, DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE BY THE OWNER OR OWNER OF ANY PROPERTY WITHIN THE SUBDIVISION AND BY THE BENEFICIARIES OF THE COVENANTS SET FORTH IN SECTION I. BELOW, WITH RESPECT TO SUCH COVENANTS ONLY AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

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

1.2 UNDERGROUND SERVICES

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

1.2.2 UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

1.2.3 THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.2.4 THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

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

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

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

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

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

A. RIGHT TO ACCESS: THE CITY OF COWETA, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO GENERAL UTILITY EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF STORM SEWER FACILITIES.

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

A. RIGHT TO ACCESS - THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OKLAHOMA, OR THEIR SUCCESSORS, SHALL AT ALL TIME HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER AND SANITARY SEWER FACILITIES.

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS 'RWD4 EASEMENT' OR 'RWD4 R/W EASE' ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

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

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

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

1.4 SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THEIR LOT. FENCING IS PERMITTED SUCH THAT THE CONSTRUCTION OF SUCH DOES NOT RESTRICT OR CONFINE THE FLOW OF SURFACE WATER. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND/OR BY CITY OF COWETA, OKLAHOMA.

1.5 GAS SERVICE

1.5.1 THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

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

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

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

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

1.7 SIDEWALKS

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

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

1.8 DRAINAGE EASEMENT

1.8.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" OR "D/E" FOR THE PURPOSES OF PERMITTING THE CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.

1.8.2 DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS.

1.8.3 NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

1.8.4 THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF COWETA, OKLAHOMA. IN THE EVENT THE LOT OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVEN OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA.

SECTION II. RESERVE AREAS

2.2 RESERVE AREA 'A'

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

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

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

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

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

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

2.2.4.3 THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

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

2.2.5 LANDSCAPING, SHALL BE ALLOWED WITHIN THE RESERVE.

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

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

SECTION III. PRIVATE BUILDING AND USE RESTRICTIONS

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

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

3.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

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

3.1.2 THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREIN AFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIAL, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3.1.3 THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON THE CLOSING OF ALL OF THE LOTS OF WYNSTONE - PHASE 3, BE DEEMED TRANSFERRED TO THE HOMEOWNER'S ASSOCIATION PROVIDED FOR IN SECTION IV, OR UPON WRITTEN ASSIGNMENT TO THE HOMEOWNER'S ASSOCIATION BY THE ARCHITECTURAL COMMITTEE, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNER'S ASSOCIATION.

3.2 FLOOR AREA OF DWELLING

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

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

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

3.3 GARAGES

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

3.4 FOUNDATIONS

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

3.5 MASONRY

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

3.6 WINDOWS

ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

3.7 ROOF PITCH

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

3.8 ROOFING MATERIALS

3.8.1 ROOFING SHALL BE SELF-SEALING COMPOSITION ARCHITECTURAL GRADE ROOFING SHINGLES, WEATHERED WOOD OR EQUIVALENT (LESS THAN 225#, AND 3 TAB SHINGLES ARE NOT ALLOWED), PROVIDED HOWEVER, IN THE EVENT THAT SUCH ROOFING SHOULD HEREIN AFTER NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING OF COMPARABLE QUALITY SHALL BE PERMITTED UPON THE DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE PROPOSED ALTERNATIVE IS OF COMPARABLE OR BETTER QUALITY AND OF A DESIGN AND COLOR WHICH IS COMPATIBLE WITH THE ROOFING FIRST ABOVE DESCRIBED.

3.9 ROOFTOP PROTRUSIONS

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

3.10 ON-SITE CONSTRUCTION

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

3.11 OUTBUILDINGS

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

3.12 OUTDOOR RECREATIONAL STRUCTURES & EQUIPMENT

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

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

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

3.13 FRONTING AND ACCESS LIMITATION

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

3.14 YARDS AND SETBACKS

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

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

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

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

3.15 BUILDING HEIGHT

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

3.16 LOT FENCING/LANDSCAPING

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

3.16.2 ON CORNER LOTS FENCING CAN ONLY EXTEND TO WITHIN EIGHT (8) FEET OF THE PROPERTY LINE FORMING A SIDE YARD BOUNDARY OF THE LOT.

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

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

FINAL PLAT

WYNSTONE - PHASE 3

A SUBDIVISION IN WAGONER COUNTY, OKLAHOMA,
BEING A PART OF THE SW/4 OF SECTION TWENTY–FIVE (25),
TOWNSHIP 18 NORTH, RANCE 15 EAST OF THE I.B.&M., ROGERS COUNTY, OKLAHOMA.

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

3.17 SATELLITE DISHES, ANTENNAS AND SOLAR PANELS

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

3.17.2 SOLAR PANELS ARE NOT ALLOWED UNLESS WAIVED IN WRITING BY ARCHITECTURAL CONTROL COMMITTEE.

3.18 LOT MAINTENANCE

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

3.19 RECREATIONAL VEHICLES, EQUIPMENT, AND UTILITY TRAILERS

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

3.20 INOPERATIVE VEHICLES

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

3.21 CLOTHESLINES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED.

3.22 TRASH CONTAINERS

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

3.23 MAILBOXES

AS LONG AS RURAL TYPE MAILBOX IS IN USE IN WYNSTONE - PHASE 3 FOR UNITED STATES POSTAL SERVICE, ALL MAILBOX PEDESTALS SHALL CONFORM IN DESIGN TO SPECIFICATIONS FOR THE SUBDIVISION TO BE ESTABLISHED BY THE ARCHITECTURAL COMMITTEE. THE MAILBOX SHALL BE POSITIONED SO THE FRONT FACE IS APPROXIMATELY 6 INCHES IN FROM THE BASE OF THE CURB AND 6 FEET FROM THE 'INSIDE EDGE' OF THE DRIVEWAY. 'INSIDE EDGE' SHALL MEAN THE EDGE OF THE DRIVEWAY THAT BORDERS THE LARGEST CONTINUOUS LOT AREA. THE TOP OF THE MAILBOX SHALL BE 42 INCHES FROM STREET LEVEL.

3.24 ANIMALS

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

3.25 NOXIOUS ACTIVITY

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

3.26 MATERIALS AND STORAGE

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

3.27 TEMPORARY TRASH RECEPTACLE

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

3.28 ON-STREET PARKING

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

3.29 SEASONAL HOUSE AND YARD DECORATIONS

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

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

3.30 DEFINITIONS

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

SECTION IV. HOMEOWNER'S ASSOCIATION

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

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

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

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

THE COVENANTS AND RESTRICTIONS HEREIN SET FORTH, AND THE GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS OF WAY HEREIN SET FORTH, ARE COVENANTS TO RUN WITH THE LAND. THE SAME SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF ALL OWNERS OF PROPERTY IN THE SUBDIVISION. IN ADDITION CERTAIN EASEMENTS AND COVENANTS SET FORTH IN SECTION 1 HEREOF MAY IN SPECIFIED INSTANCES BE ENFORCEABLE BY CITY OF COWETA, OKLAHOMA. SUCH COVENANTS, RESTRICTIONS, GRANTS AND RESERVATIONS MAY BE ENFORCED BY APPROPRIATE ACTION IN ANY COURT OF COGNIZANT JURISDICTION, IN SUCH ACTION TO ENFORCE THE SAME, THE ULTIMATELY PREVAILING PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER ITS COSTS AND EXPENSES INCURRED IN SUCH ENFORCEMENT, AND IN ANY APPEAL OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS.

5.2 VALIDITY

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

5.3 DURATION

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

5.4 AMENDMENT OR TERMINATION

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

5.5 SEVERABILITY

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

CERTIFICATE OF OWNER

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENT TO BE EXECUTED THIS _____ DAY OF _____, 2024.

INTEGRITY DEVELOPMENT GROUP, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
KEITH JONES, MANAGING MEMBER

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS_____DAY OF_____, 2024, PERSONALLY APPEARED KEITH JONES TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MANAGING MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2024.

BY: _____
R. WESLEY BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1562

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE _____ DAY OF _____ _____ 2024, PERSONALLY APPEARED TO ME R. WESLEY BENNETT KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

CITY OF COWETA APPROVALS

APPROVED: APPROVED:

_____ _____ _____
COWETA PLANNING MAYOR
COMMISSION CHAIRMAN

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

_____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2022 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS WYNSTONE - PHASE 3.

_____
CHASITY LEVI, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED WYNSTONE - PHASE 3 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

_____
LORI HENDRICKS, WAGONER COUNTY CLERK

MERCHANTS BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

Bond No. 100335232

KNOW ALL PERSONS BY THESE PRESENTS:

That Heartland Excavating, Inc. of Sapulpa, OK as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto the City of Coweta and Coweta Public Works Authority in the penal sum of two hundred twenty-two thousand one hundred eighty ($222,180.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 25th day of January, 2024.

WHEREAS, the Principal entered into a certain contract, dated the 18th day of April, 2023, with the Integrity Development Group, to furnish all the material and labor necessary for the construction of Sanitary Sewer at Wynstone Phase III

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of one years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Coweta and Coweta Public Works Authority as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of one years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Heartland Excavating, Inc.
Principal
By
Gene Meador President

Approved
By

Merchants National Bonding, Inc.
By
Vicky L Courtney Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arthur A Rickets; Chris Whitaker; Hayden Musgrove; Keith A Shideler; Kelly R Hitt; Kim Howell; Vicky L Courtney

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of October , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of October 2023 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of January , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

MAINTENANCE BOND

Bond No. 100335248

KNOW ALL PERSONS BY THESE PRESENTS:

That Heartland Excavating, Inc. of Sapulpa, OK as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto the City of Coweta and Coweta Public Works Authority in the penal sum of three hundred seventy-six thousand two hundred eight ($376,208.00) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 24th day of January, 2024.

WHEREAS, the Principal entered into a certain contract, dated the 28th day of May, 2023, with the Integrity Development Group, to furnish all the material and labor necessary for the construction of Storm Sewer Wynstone III

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of two years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Coweta and Coweta Public Works Authority as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of two years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Heartland Excavating, Inc.
Principal
By
Gene Meador President

Approved
By

Merchants National Bonding, Inc.
By
Vicky L Courtney Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Vicky L Courtney

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of January , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January , 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of January , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

GREAT AMERICAN INSURANCE GROUP

Bond No. 5316531

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, A&A Asphalt, Inc. P.O. Box 1323, Broken Arrow, Oklahoma 74103 as Principal, and the **GREAT AMERICAN INSURANCE COMPANY,** a corporation organized under the laws of the State of Ohio and duly authorized to transact business in the State of Oklahoma as Surety, are held and firmly bound unto City of Coweta, 108 N Broadway, Coweta, OK 74429 as Obligee, in the sum of Six Hundred Ninety Seven Thousand Sixty Three Dollars and Forty Cents ----------($697,063.40)---------- DOLLARS, for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 8th day of January, 2024.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the _____ day of _____, _____, for Wynstone Phase 3 - Subgrade Stabilization, Curb & Gutter, Asphalt

the terms of which agreement were completed and accepted the _____ day of _____, _____; and

WHEREAS the Principal has given a Two (2) year maintenance guarantee under said agreement or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the Two (2) year maintenance period.

Principal

GREAT AMERICAN INSURANCE COMPANY

By: _____

Attorney-in-Fact

F.9607

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Seven

No. 0 21837

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amanda Applegate	All of	All
Shannon McCoy	Broken Arrow, Oklahoma	$100,000,000
James Beavers		
Terry D. Cupp		
Ericka Warren		
Kristie Thompson		
Jamie Grider		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of Jan, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 10th day of Jan, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 8th day of January, 2024.

Assistant Secretary