



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, MAY 6, 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. EMPLOYEE INTRODUCTIONS

- Tim Lawson - Streets Equipment Operator
- Kendall Moore - Plant Superintendant
- Michael Rice - Parks Maintenance
- Ryan Carey - Water Plant Operator
- Gary Everett - Lead Plant Operator
- Kevin Hershberger - Plant Manager
- McKay Hale - Assistant City Manager
- Karen Wright - 911 Dispatcher/Jailor

VI. PROCLAMATIONS/PRESENTATIONS

1. PUBLIC SAFETY SITE FACILITY FEASIBILITY STUDY

PRESENTATION OF A PUBLIC SAFETY SITE FEASIBILITY STUDY PREPARED BY BKL
ARCHITECTS AND ENGINEERS. (JENNIE HAMMOCK, BKL, INC.)

Documents:

[240405-COWETA PUBLIC SAFETY SITE FEASIBILITY.PDF](#)

VII. CORRESPONDENCE

- LETTER FROM MIKE BAILEY - BARTLESVILLE CITY MANAGER RUNNING FOR OMAG TRUSTEE

Documents:

[240415- MIKE BAILEY BARTLESVILLE CITY MANAGER.PDF](#)

VIII. 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 APRIL 1, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240401-COUNCIL MINUTES.PDF](#)

2. MINUTES OF THE JOINT SPECIAL MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC WORKS AUTHORITY/COWETA INDUSTRIAL DEVELOPMENT AUTHORITY JOINT SPECIAL MEETING ON APRIL 5, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240405-JOINT SPECIAL MEETING .PDF](#)

3. CITY OF COWETA'S 911 SYSTEM REVIEW

APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE QUARTER ENDING DECEMBER 31, 2023 IN ACCORDANCE WITH 63 O.S. §2815 (F).

Documents:

[FY24 Q2 911 REVIEW.PDF](#)

4. SURPLUS OF THREE DODGE CHARGERS

APPROVAL OF A DECLARATION OF SURPLUS ON THE FOLLOWING AND AUTHORIZATION FOR THE CITY MANAGER TO DISPOSE OF ACCORDINGLY:

1. 2014 DODGE CHARGER 14-2325
2. 2014 DODGE CHARGER 14-3279
3. 2013 DODGE CHARGER 13-1850

Documents:

[STAFF REPORT - DODGE CHARGER SURPLUS.PDF](#)
[14-2325.PDF](#)
[14-3279.PDF](#)
[13-1850.PDF](#)

IX. CONSIDER ITEMS REMOVED FROM CONSENT

X. ADMINISTRATION

1. PUBLIC SAFETY SITE SELECTION

DISCUSS AND CONSIDER APPROVAL OF THE SELECTION OF ONE OR MORE SITES FOR A PUBLIC SAFETY FACILITY, POLICE STATION, AND/OR FIRE STATION. (JULIE CASTEEN, CITY MANAGER).

2. RESOLUTION 2024-11, EUFAULA BRIDGE PROJECT CLOSEOUT

DISCUSS AND CONSIDER ACTION RELATED TO THE ADOPTION OF RESOLUTION 2024-11, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ACCEPTING THE COMPLETED EUFAULA BRIDGE PROJECT. (JULIE CASTEEN, CITY MANAGER).

Documents:

[240506-STAFF REPORT EUFAULA BRIDGE ACCEPTANCE.PDF](#)
[240506 RESO 2024-11 EUFAULA BRIDGE PROJECT CLOSEOUT.PDF](#)
[231204-ENVISION CIVIL CONTRACTORS MAINTENANCE BOND.PDF](#)
[240416-RIDER MAINTENANCE BOND.PDF](#)

3. RESOLUTION 2024-13, 2023 STREET IMPROVEMENTS PROJECTS

DISCUSS AND CONSIDER ACTION RELATED TO THE ADOPTION OF RESOLUTION 2024-13, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ACCEPTING THE COMPLETION OF STREET IMPROVEMENTS ALONG 141ST STREET SOUTH, 146TH STREET SOUTH, AND VARIOUS STREETS IN COUNTRY VILLAGE SUBDIVISION AS PART OF THE 2023 STREETS IMPROVEMENT PROJECT. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240506-STAFF REPORT -2023 STREET IMPROVEMENTS- LOCATION 1, 2, AND 4 ACCEPTANCE.PDF](#)
[240506 RESO 2024-13 2023 STREET IMPROVEMENTS.PDF](#)
[230803- A-A- LOCATION 1- MAINTENANCE.PDF](#)
[230803- A-A- LOCATION 2- MAINTENANCE BOND.PDF](#)
[230803- A-A- LOCATION 4- MAINTENANCE BOND.PDF](#)

4. RESOLUTION 2024-12 PLAN COORDINATOR FOR THE CITY OF COWETA'S VOLUNTARY 457 RETIREMENT PLAN

DISCUSS AND CONSIDER APPROVAL TO DESIGNATE THE CITY MANAGER AS THE PLAN COORDINATOR FOR THE CITY OF COWETA'S VOLUNTARY 457 RETIREMENT PLAN. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240506-STAFF REPORT MISSIONSQUARE 457 PLAN COORDINATOR.PDF](#)
[240506 RESO 2024-12 MISSION SQUARE 457 RETIREMENT PLAN CONTACTS UPDATE.PDF](#)

5. OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) BOARD OF TRUSTEES ELECTION

DISCUSS AND CONSIDER ACTION RELATED TO THE CASTING OF VOTES FOR TWO (2) NOMINEES TO SERVE ON THE OMAG BOARD OF TRUSTEES. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240506-STAFF REPORT OMAG TRUSTEE ELECTION.PDF](#)

6. MUTUAL AID AGREEMENT FOR BUILDING INSPECTION SERVICES

DISCUSS AND CONSIDER APPROVAL OF A MUTUAL AID AGREEMENT FOR SHARED BUILDING INSPECTION SERVICES BETWEEN THE CITY OF COWETA AND THE CITY OF BROKEN ARROW. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[240506 MUTUAL AID AGREEMENT BA STAFF REPORT.DOCX](#)
[MUTUAL AID AGREEMENT WITH COWETA.DOC](#)

7. RESOLUTION 2024-15, STORMWATER ADMINISTRATIVE OFFICER DESIGNEE

DISCUSS AND CONSIDER ACTION TO DESIGNATE THE COMMUNITY DEVELOPMENT DIRECTOR, AND STAFF AS ASSIGNED, AS THE STORMWATER MANAGEMENT ADMINISTRATIVE OFFICER'S DESIGNEE. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[240506 STORMWATER ADMINISTRATIVE OFFICER STAFF REPORT.PDF](#)
[240506 RESO 2024-15 STORMWATER ADMINISTRATIVE OFFICER DESIGNEE.PDF](#)

8. FINAL PLAT - CREEKWOOD SUBDIVISION

DISCUSS AND CONSIDER ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF CREEKWOOD SUBDIVISION, SITUATED IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, WITH RS-3 RESIDENTIAL SINGLE-FAMILY ZONING. LOCATED NORTHWEST OF EAST 151ST STREET SOUTH AND SOUTH DIVISION STREET. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[240506 CC FINAL CREEKWOOD STAFF REPORT.DOCX](#)
[2340545 CREEKWOOD FINAL PLAT.PDF](#)

9. RESOLUTION 2024-14, ACCEPTING ROAD RIGHT-OF-WAY CREEKWOOD SUBDIVISION

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2024-14, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS A 50-FOOT ROAD RIGHT-OF-WAY AS SHOWN ON THE FINAL PLAT FOR CREEKWOOD SUBDIVISION LOCATED WITHIN IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[STAFF REPORT CREEKWOOD ROW.DOCX](#)
[RESOLUTION NO 2024-14 CREEKWOOD 50 FT ROAD RIGHT-OF-WAY.DOC](#)
[2340545 CREEKWOOD FINAL PLAT.PDF](#)

10. FINAL PLAT - SPRADLIN ESTATES PHASE II AMENDED

DISCUSS AND CONSIDER ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF SPRADLIN ESTATES PHASE II AMENDED, SITUATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. RS-2 RESIDENTIAL SINGLE-FAMILY ZONING. LOCATED SOUTH 273RD EAST AVENUE AND EAST 125TH PLACE SOUTH. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

240506 CC FINAL SPRADLIN STAFF REPORT.DOCX
1 - PLAT FINAL 04-01-24.PDF
2 - PLAT COV.PDF
3 - PLAT COV-1.PDF

XI. NEW BUSINESS

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

XII. 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.**

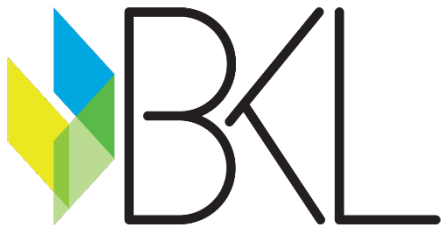


Public Safety Site Feasibility Study

BKL Project 830B
April 5, 2024

PREPARED FOR:
City of Coweta
310 S. Broadway
Coweta, OK 74129

PREPARED BY:



Jenni Hammock, AIA | Principal
1623 East 6th Street
Tulsa, OK 74120
918-835-9588

www.bklinc.com

TABLE OF CONTENTS

1. PROJECT SUMMARY	2
1.1 ACKNOWLEDGMENTS	2
1.2 PROCESS AND TIMELINE	2
1.3 PROPERTIES DISCUSSED	3
1.4 SUMMARY OF FINDINGS	5
 2. PROGRAMMING AND SPACE NEEDS	 5
2.1 BUILDING PROGRAMMING	5
2.2 SITE ANALYSIS	7
 3. APPENDICES	 10
A - Meeting Minutes	
B – Conceptual Site Plans	
C – Residential Population Map	

1. PROJECT SUMMARY

BKL, Inc. was commissioned to prepare this site feasibility report to assist the City of Coweta in finding property suitable for a proposed Police Station, Central Fire Station, and Fire Station 2, or a combined Police and Fire Public Safety Complex. Flintco Construction and Martinez Architects attended meetings to assist BKL and Coweta as needed. This report intends to provide conceptual site designs including floodplain areas, building sizing, proximity to calls, parking, site access, landscaping requirements, zoning, and apparent infrastructure for each site selected by the City of Coweta. The report will provide the City of Coweta with the data needed to determine the best location(s) for the City's public safety facilities.

1.1 ACKNOWLEDGEMENTS

City of Coweta

Julie Casteen – City Manager
Lisa Taylor – Interim City Manager
Naomi Hogue – Mayor
Shorty Chance – Vice Mayor
Brian Woodward – Fire Chief
Micheal Bell – Chief of Police
Ron Peterson – Deputy Chief of Police

BKL Architects and Engineers

Jenni Hammock, AIA – Project Manager
Ryan Mahaffey, PE – Lead Civil Engineer
Matt Winn, EI
Ryan Nowlin
Connie Weber

Consultants

Brian Grimes – Flintco Construction
Brett Venable - Flintco Construction
Justin Myers – Martinez Architects

1.2 PROCESS AND TIMELINE

Progress Meetings – BKL has met with former Interim City Manager Lisa Taylor, current City Manager Julie Casteen, Chief Bell, Chief Woodward, and other city staff to discuss all site options within city limits, access, traffic patterns, operations, space needs, and preferences. BKL submitted preliminary schematic site layouts at a progress meeting and incorporated comments from the City of Coweta. All meeting minutes are included in Appendix A.

Timeline and Milestones:

February 12, 2024

The study began with a kickoff meeting with City of Coweta leadership and Flintco Construction to discuss overall goals, initial property options, site challenges, and programming needs.

February 27, 2024

BKL and Martinez Architects met with Chief Woodward virtually to briefly discuss programming and space needs for Fire Station 2.

March 12, 2024 – Preliminary Review Meeting

Preliminary review of initial site plan options and discussion of challenges. We discussed the pros and cons of each site.

March 15, 2024

The City of Coweta adds an additional site for review.

March – April 2024

Following the review meeting, BKL revised the site plan options per conversation, analyzed the additional site, and developed the report. This final report was submitted April 5, 2024.

1.3 PROPERTIES DISCUSSED

The following properties were discussed during the feasibility study. Not all properties were selected to be included in the site analysis.

Coweta Crossing North 20, Lot 2 Block 2, near 113th St. S. and 272nd E. Ave. – The original site located southeast of Walmart was not included in the site study. The lot currently remains in FEMA's Zone A Floodplain until the current owner completes a Letter of Map Revision (LOMR). The drawings were submitted to FEMA by the owner on March 4, 2024, and would take at least 6 months for review.

214 N. Broadway, current Public Safety building – This site is currently owned by City of Coweta and considered for the Central Fire Station. Refer CENTRAL FIRE STATION OPTION 1 under Section 2.2.

921 E. OK-51, near S. 305th E. Ave. and State Hwy 51 – This site is considered for the Central Fire Station. Refer CENTRAL FIRE STATION OPTION 2 under Section 2.2.

Lot immediately east of Ameri Clean, Inc. – This site is currently owned by the City of Coweta and is considered for Fire Station 2. Refer FIRE STATION 2 OPTION under Section 2.2.

E. 1st St. and N. Eufaula Ave., southwest corner, former trailer park - This site is considered for the Police Station. Refer POLICE STATION OPTION 1 under Section 2.2.

Property immediately south of City Hall on Broadway – This site is currently owned by City of Coweta and is considered for the Police Station. Refer POLICE STATION OPTION 2 under Section 2.2.

Lot immediately north of Walls Family Dentistry - This site is considered for the Police Station. Refer POLICE STATION OPTION 3 under Section 2.2.

Lot immediately east of Walls Family Dentistry - This site is considered for the Police Station. Refer POLICE STATION OPTION 4 under Section 2.2.

27907 S. OK-51 – This property was discussed but not selected for consideration due to the irregular shape and only access to the site being through the Zone A Floodplain.

22 E. 116th Street S., behind RCB Bank – This property was discussed but not selected for consideration due to conflicts on availability and size and cost of the property.

2 E. 113th St. and 3 E. 113th St., directly east of Fast Wash Coweta – Both lots are in the Zone A Floodplain. They were discussed as optional additions to the property immediately to the south that is already owned by the City of Coweta. These lots could be used for parking or drives to serve Fire Station 2.

E. Chestnut St. and N. Ave. F, northeast corner - This property was discussed but not selected for consideration due to availability.

OK-51 and S. 369th E. Ave., southeast corner - This property was discussed but not selected for consideration due to location outside the city limits.

OK-51 near N4150 Rd, located on the east side of the E. 146th St. S. cul-de-sac - This property was discussed but not selected for consideration due to location being too far from the central population areas and the floodplain being unknown.

Property east of El Senor Salsa - This property was discussed but not selected for consideration due to limited access to State Hwy 51. The lot north of Senor Salsa would need to be purchased for access, but the property owner is not willing to sell.

1.4 SUMMARY OF FINDINGS

- The existing Police and Fire Stations location on N. Broadway is the preferred location for the proposed Central Fire Station. The location is central to much of the City's EMS and fire calls.
- The property at the northwest corner of S. 305th E. Ave. and State Hwy 51 is the second choice for the Central Fire Station. The additional space for paved areas for apparatus parking and maneuvering is ideal for fire training and storage.

- The only location analyzed for a future Fire Station 2 is the lot east of Ameri Clean on S. 271st. E Ave.
- The preferred location for the Police Station is one of the two properties near Wall Family Dentistry. The property to the east of the dentist provides access to two separate roads from the site and provides more parking for both public and secure.
- The lot immediately east of Walls Family Dentistry is the only location property large enough for a one-story police station. This lot would be large enough for a two-story combined Public Safety Complex, but the location is not ideal for fire.
- The former trailer park location at E. 1st St. and N. Eufaula Ave. is the second choice for the Police Station. This facility would have to be two-story to fit on the site.

2. PROGRAMMING AND SPACE NEEDS

2.1 BUILDING PROGRAMMING

The following building components for the combined Public Safety Complex were developed by BKL and Martinez Architects during the completed programming phase of the previous design. The size of these spaces was determined from data provided by the City of Coweta based on existing facilities and future needs. For the feasibility study, the programming from the Public Safety Complex was divided into separate Police and Fire square footage totals. The programming for Fire Station 2 was conceptually developed with Chief Woodward during this feasibility study. Martinez Architects provided conceptual Fire Station 2 sizing to determine potential site layouts based on data and experience. All building footprints shown on the site plans are approximate.

BOOKING AND JAIL	5,179.20
Circulation and Grossing Factor	1,195.20
Vehicle Sallyport	3,000.00
Sallyport	0.00
Intake (Booking)	120.00
Detainee Restroom	64.00
Cuff Bench	24.00
Detainee Property Lockers	20.00
Storage	80.00
Evidence Processing	100.00
Vehicle Processing	0.00
Evidence Storage - Vehicle	0.00
Evidence Storage - General	150.00
Evidence Storage - Weapons	25.00
Evidence Storage - Drugs	25.00
Female Holding Cells	80.00
Male Holding Cells	80.00
Medial/Mental health/ADA Holding	80.00
Interview Room	36.00
Juvenile Room	100.00

POLICE	8,184.80
Circulation and Grossing Factor	1,888.80
Public Lobby	625.00
Admin Clerk	64.00
Small Conference Room / Interview Room / Victim Reporting /	308.00
Workroom / Storage	180.00
Classroom Training Room	936.00
Training Room Storage	100.00
Women's Restroom - public	156.00
Men's Restroom - public	156.00
Breakroom	375.00
Women's Restroom - staff	64.00
Men's Restroom - staff	64.00
Janitor closet (1)	0.00
Physical Training / Weight Room	700.00
Unisex Restroom, Showers, and Lockers	192.00
Chief of Police	180.00
Deputy Chief of Police	144.00
Admin Clerk	0.00
Workroom / Storage	0.00
Sergeant Office (4) desk	324.00
Corporal Office (4) desk	324.00
Detective Office (secured)	300.00
Detective Conference Area (10 people)	720.00
Officer's Report / Debrief Room	384.00
Uniform closets	16.00
Interview / Juvenile Room / Victim Reporting / Soft conference Room	100.00
Small Conference / Decompress Room	0.00
Armory Weapons	36.00
Armory Ammo	36.00
Gear Storage	0.00
Records Office	64.00
Court Clerk	64.00
Investigation Records Storage	150.00
Camera Docking and Battery Charging Area	0.00
Data Closet (1)	50.00
Janitor closet (1)	50.00
Mechanical (1)	100.00
Electrical (1)	100.00

911 DISPATCH	1,149.20
Circulation and Grossing Factor	265.20
Dispatch Supervisor	80.00
Dispatch	256.00
Lockers or cubby storage	20.00
Binder Storage for Manuals	4.00
Equipment Room	100.00
Quiet Room	0.00
Kitchenette	0.00
Unisex Restroom	64.00
Emergency Operations Center (EOC)	288.00
EOC Conf Storage	72.00

FIRE	14,751.60
Circulation and Grossing Factor	2,458.60
Public Lobby	625.00
Admin Clerk	64.00
Workroom / Storage	180.00
Secure Delivery	96.00
Classroom Training Room	500.00
Training Room Storage	50.00
Admin Breakroom	375.00
Admin Toilet	64.00
Public Toilet	64.00
Physical Training / Weight Room	700.00
Fire Chief / EMO Officer	180.00
Assistant Fire Chief	144.00
Fire Marshal	144.00
Fire Marshal Secure Closet	25.00
Training Officer	120.00
Captain Office (Station Officers)	120.00
Captain sleeping area	120.00
Sleeping Quarters (fire staff)	576.00
Crew Restrooms	288.00
Report Writing / Radios	20.00
Dayroom	352.00
Kitchen/Dining	480.00
Pantry	70.00
Residential Laundry/Supplies	120.00
Apparatus Bays (response)	4,950.00
Decontamination	80.00
Extractor	100.00
Gear Storage	468.00
Shop / SCBA	140.00
EMS Supply	96.00
Bay Storage	192.00
Conference Room/Briefing Room (9) people	240.00
Data Closet (1)	50.00
Janitor closet (1)	50.00
Mechanical (1)	100.00
Electrical (1)	100.00
Outdoor Patio	250.00

2.2 SITE ANALYSIS

CENTRAL FIRE STATION OPTION 1 –

The current Fire Station and Police Department are in downtown Coweta, along N. Broadway. The current downtown property is approximately 0.72 acres including the vacant corner lot at W. Chestnut. This property is an ideal location for the proposed Central Fire Station. The adjoining city property to the west would house the apparatus storage building and provide parking for fire personnel. Currently, there is limited street parking around facility therefore additional parking will be required to house the future expansion of the department and public use areas. If the adjoining property north of the proposed Fire

Station (the medical office) were to be purchased, the property could be used for the storage building and/or parking. It was also discussed that the current maintenance facility to the west could be removed if necessary.

This site currently has access to all utilities required for the new facility. However, the current natural gas lines are undersized in the downtown area, which is a limitation for utilizing generators. The new facility would require a diesel generator for emergency situations or require the replacement of the gas lines to properly serve the facility and generator needs. The proposed Police Station and Fire Station 2 would need to be completely constructed prior to any work being started for the Central Fire Station, since the current building would need to be demolished.

CENTRAL FIRE STATION OPTION 2 -

The second site option for the Central Fire Station lies along SH-51 approximately ½ mile east of downtown Coweta directly across the highway from the Coweta High School football field. The total property is approximately 2.84 acres, with street access to SH-51 and S 305th Ave. The proposed site has enough land to contain the proposed Central Fire Station, apparatus storage building, and parking area with room to expand in the future. Currently, the property is owned by Donohue, Wanda R Rev Trust. and is listed for \$654,000.

The Central Fire Station falls under the Commercial General (CG) zoning requirements. The City of Coweta design requirements for CG developments greater than 2 acres requires all increased runoff from the 1% chance (100-year) storm of the post-development to be detained on site. Thus, a detention pond would be required for this location.

The site has all required utility access for the proposed facility. Since the property is further east than the existing fire station, the response time to properties along the north side of Coweta would increase slightly. This would increase the need for a Fire Station 2 location.

FIRE STATION 2 OPTION-

The City of Coweta owns approximately 1.70 acres along S. 271st E. Ave. just north of the existing MedWise Urgent Care Facility and east of the Ameri Clean, Inc. drycleaners. This site is a relatively flat, grassy area that is currently undeveloped. Access to this site is through S 271st E Avenue with potential access through the private drive currently owned by MedWise. An agreement would be necessary to utilize this private drive.

The current site has approximately 0.34 acres of land within a Zone A floodplain. The Fire Station would have to be constructed outside the floodplain to meet FEMA new development requirements; the parking lot and drive access is allowed to be constructed within this floodplain area.

POLICE STATION OPTION 1 -

The first site option for the Police Station is along E. 1st St between N. Delaware Ave. and N. Eufaula Ave. The property is approximately 1.03 acres, is currently zoned for residential (RMHP), and is relatively flat. The site has access to all the required utilities for the proposed station. The proposed site will have both public and secured parking and drive access including two entry points for the secured parking area along E 1st St and E Eufaula Ave. The Police Station would need to be a two-story facility to accommodate enough public and secure parking on the site. The location is within proximity to an area with high call volume but would not serve the northern portions of the city as well. The property is currently owned by TRUITT FAMILY TRUST but is not listed for sale.

POLICE STATION OPTION 2 -

The City of Coweta owns property just south of City Hall. The property is approximately 0.48 acres with direct access to S Broadway. There is also access to the alley behind the property that runs north/south. The facility would have to be a two-story building. The parking area is limited to approximately 11 public spaces with no secured parking area. Currently, most of the police calls are from areas north of 141st St. This site is about ¼ miles south of the current police station and therefore increase travel time to most of the police calls. This location is not recommended for the proposed police station.

POLICE STATION OPTION 3 -

The third property for the proposed Police Station is located along SH-51, just north of Walls Family Dentistry & Redbud Physical Therapy. The total site is approximately 1.01 acres of undeveloped pasture and is relatively flat. Approximately 0.25 acres of the property falls within the 500-yr floodplain of the tributary leading into Coweta Creek. The two-story Police Station would need to be built outside of the floodplain boundaries. Parking and drive access can be built in the floodplain. The proposed site will have both public and secure parking and drive access. The property is listed for approximately \$500,000.

POLICE STATION OPTION 4 -

The fourth site for the proposed Police Station is comprised of 7 lots, which totals approximately 2.61 acres. There is currently public roadway access to each of the 7 properties, however, two of the properties will need to be purchased to have access to SH-51. Most of the property falls behind the Walls Family Dentistry & Redbud Physical Therapy property. The property is zoned as a Commercial General (CG) development greater than 2 acres and would require a detention pond for all additional runoff due to development for a 1% chance (100-yr) storm. The proposed site will have both public and secure parking and drive access. The proposed site also has enough space to accommodate future expansion. This is the only site selected for the police that is large enough to accommodate a single-story facility.

APPENDIX A
MEETING MINUTES



MEETING MINUTES

PROJECT: COWETA PUBLIC SAFETY FEASIBILITY STUDY
MEETING: Kickoff Meeting
BKL PROJECT NO: 830B
DATE: February 12, 2024

ATTENDIES:

Julie Casteen	City of Coweta, ACM	jcasteen@cityofcoweta-ok.gov
Shorty Chance	City of Coweta, Vice-Mayor	shorty-c2002@yahoo.com
Lisa Taylor	City of Coweta, Int. City Manager	ltaylor@cityofcoweta-ok.gov
Naomi Hogue	City of Coweta, Mayor	nhogue@cityofcoweta-ok.gov
Michael Bell	Chief of Police	mbell@cityofcoweta-ok.gov
Ron Peterson	Deputy Chief of Police	rpeterson@cityofcoweta-ok.gov
Brian Woodward	Fire Chief	bwoodward@cityofcoweta-ok.gov
Jenni Hammock	BKL Inc, Principal	Hammock@bklinc.com
Ryan Mahaffey	BKL Inc, Principal	mahaffey@bklinc.com
Ryan Nowlin	BKL Inc, Project Designer	nowlin@bklinc.com
Brian Grimes	Flintco	bgrimes@flintco.com
Justin Myers	Martinez Architects	justinm@martinez-architect.com

BKL discussed the properties proposed by the City of Coweta for a new public safety facility (or multiple facilities). The sites are labeled based on an email received from Lisa Taylor on February 9, 2024.

1. The original site, Lot 2 Block 2 of Coweta Crossing North, is completely in the Zone A floodplain.
 - a. This is delaying the purchase going through as the City awaits approval LOMR (Letter of Map Revision)
 - b. The seller's engineer estimates it would be a year to complete the LOMR.
 - c. Lisa will send BKL to contact the hydraulic engineer to gain more information on the status. *(received 02/23/24)*
2. Site Option #1 - next door to City Hall
 - a. The lot is already owned by the City.
 - b. Police and fire chief both voiced concerns about the site due to size and location.
3. Site Option #2 – Current Public Safety Site (.75 acres)
 - a. Has good access on of all 4 sides.
 - b. Discussed encompassing vacant lot at corner and possibly the dentist's office to the north.
 - c. Chief Bell has concerns about being located on Broadway/Hwy 72 due to traffic and pedestrians. When needing to pull out quickly for a call, there are always concerns about the school and pedestrians in the area.
 - d. Chief Woodward is okay with this location for Fire Station 1 as they do not pull out as quickly.
4. Site Option #3 - Behind Dry Cleaners. (1.7 acres)
 - a. The Zone A floodplain is just clipping the corner.
 - b. The site is already owned by the City and deeded for public safety use.
 - c. The location is right off the highway with good access. Would be ideal size for Fire Station 2 or a standalone police station.
 - d. The City could purchase the adjacent lots to the north to add an additional 2 acres (but both are in floodplain). They could only be used for parking.
 - e. The LOMR for the additional lots would likely be the same time frame as the original site.
5. Site Option 4 - Far East site, 369th and Hwy 51 (4.92 acres)
 - a. Has direct highway access



- b. Good drainage from the site
 - c. Outside city limits and therefore not feasible for public safety.
- 6. Site Option 5 - Cul de sac Property, Near Hwy 51 and N4150 Rd. (4.13 acres)
 - a. The location right next to the highway is good, but access is questionable.
 - b. Site does not appear to be in floodplain but is near a creek. The City had concerns regarding flooding in the past.
- 7. Site Option 6 – 2.85 acres
 - a. This site is located across from the high school.
 - b. The fire chief doesn't believe he could achieve good access to/from the site. He stated that they would have to park backwards.
 - c. The adjacency to the traffic light is a plus.
 - d. Police chief doesn't like the location (most of the police calls are from the area north of 141st street)
 - e. Fire department calls are evenly split between the areas north and south of this site.
- 8. Property proposal site #2 – 4.92 acres
 - a. Currently there is only one way to access the site.
 - i. Potential extra access be added off 124th
 - b. This location does not work for the fire department.
 - c. This location is Good for police department.
- 9. Property proposal site #3-behind RCB bank - 7.73 acres
 - a. The entire site is outside floodplain.
 - b. The city has conflicting information on ownership, lot size and price for this property.
 - c. location works well for both police and fire departments.
- 10. Fire chief likes spot off HWY 51 between Chestnut & N. Ave F

The group discussed which properties should be removed from consideration.

- 1. The far east site outside of city limits.
- 2. Cul-de-sac site.
- 3. The property behind RCB Bank.
- 4. Property proposal site #2.

END



MEETING MINUTES

PROJECT: COWETA PUBLIC SAFETY FEASIBILITY STUDY
MEETING: Fire Station 2 Programming
BKL PROJECT NO: 830B
DATE: February 27, 2024

ATTENDIES:

Brian Woodward	Fire Chief	bwoodward@cityofcoweta-ok.gov
Jenni Hammock	BKL Inc, Principal	Hammock@bklinc.com
Justin Myers	Martinez Architects	justinm@martinez-architects.com

BKL discussed the conceptual programming needs for Fire Station 2 to determine an approximate size and footprint for site layouts.

1. Chief Woodward wants 3 to 4 bays at the future Fire Station 2. The central fire station will have 4 to 5.
2. His goal for the entire fire department is 14 people. The Chief stated that he does not like odd numbers at the stations.
3. Fire Station 2 will need 5 to 6 beds. There will be one company officer and one lieutenant.
4. Central Fire Station will have 8 beds, plus rank.
5. The captain will need a suite with an office and bedroom. The restroom could be jack and jill style with the lieutenant.
6. The apparatus storage is still needed but could be located at either facility. It needs to be about 40' deep with 12' doors. Central would be his preferred location.
7. Parking is important at Central, but not as much parking is necessary at Fire Station 2.
8. Fire Station 2 needs its own extractor, cascade, and smaller EMS supply room. No deliveries will come to Fire Station 2.
9. The large training/conference room can remain at Central, but a small conference room will be needed for 8-10 people. This should be separate from the kitchen table.
10. The kitchen will need 3 fridges and 3 small pantries.
11. A lot of storage is needed for coats, excess gear, lawn mowers, etc.
12. The fire department's ISO rating will be evaluated again in 2025.
13. BKL to ask Flintco about costs of additional bays versus a separate building for apparatus storage.

END



PROJECT: COWETA PUBLIC SAFETY FEASIBILITY STUDY
MEETING: Progress Meeting
BKL PROJECT NO: 830B
DATE: March 12, 2024

ATTENDIES:

Julie Casteen	City of Coweta, City Manager	jcasteen@cityofcoweta-ok.gov
Naomi Hogue	City of Coweta, Mayor	nhogue@cityofcoweta-ok.gov
Michael Bell	Chief of Police	mbell@cityofcoweta-ok.gov
Brian Woodward	Fire Chief	bwoodward@cityofcoweta-ok.gov
Jenni Hammock	BKL Inc, Principal	Hammock@bklinc.com
Ryan Mahaffey	BKL Inc, Principal	mahaffey@bklinc.com
Matt Winn	BKL Inc, Design Engineer	winn@bklinc.com
Justin Myers	Martinez Architects	justinm@martinez-architects.com

BKL discussed preliminary site plans of properties proposed by the City of Coweta for a new public safety facility (or multiple facilities) based on feedback from the initial kickoff meeting.

1. The original site, Lot 2 Block 2 of Coweta Crossing North, is completely in the Zone A floodplain.
 - a. The seller's engineer estimates it would be 6 months to a year to complete the LOMR.
 - b. The City stated they will not risk purchasing the property before the LOMR is completed/finalized. This site is no longer being considered.
2. Central Fire Station Option #1 – Current Public Safety site (.72 acres)
 - a. Acquiring the adjacent northern property (dentist office) is unlikely, however negotiations will continue in the future.
 - b. Limited parking on site, the old maintenance building to the west of the property would be demolished and can be used as overflow parking.
 - c. The on-site natural gas pressure/flow is limited; therefore, it would be unlikely to have an emergency generator on site for emergencies.
 - d. ODOT's decision along S Broadway is still unknown, there are plans to change the roadway layout in front of the station.
3. Central Fire Station Option #2 (2.85 acres)
 - a. This site is located across from the high school.
 - b. The fire chief agreed the turning movements for the fire engines would be acceptable and wants to face SH-51.
 - c. Police Chief Bell agreed with the layout of the site, stating the site is also large enough to build additional buildings for future expansion.
4. North Fire Station - Behind Dry Cleaners. (1.7 acres)
 - a. Flood plain is just clipping the corner.
 - b. The site is already owned by the city and deeded for public safety use.
 - c. The Fire Chief, Mayor, & City Manager agreed this site is great and the proposed layout works well for the area.
 - d. The LOMR would likely show the property will be outside the floodplain, however the Fire Station can be constructed prior to the LOMR being completed if built outside Zone A.
 - e. Fire Chief Woodward emphasized the station would need to face S. 271st E. Ave. and the traffic signals would need to be activated at the intersection with SH-51.
5. Police Station Option #1 – old trailer park site (1.03 acres)
 - a. Everyone agrees the site layout works well for the police department.

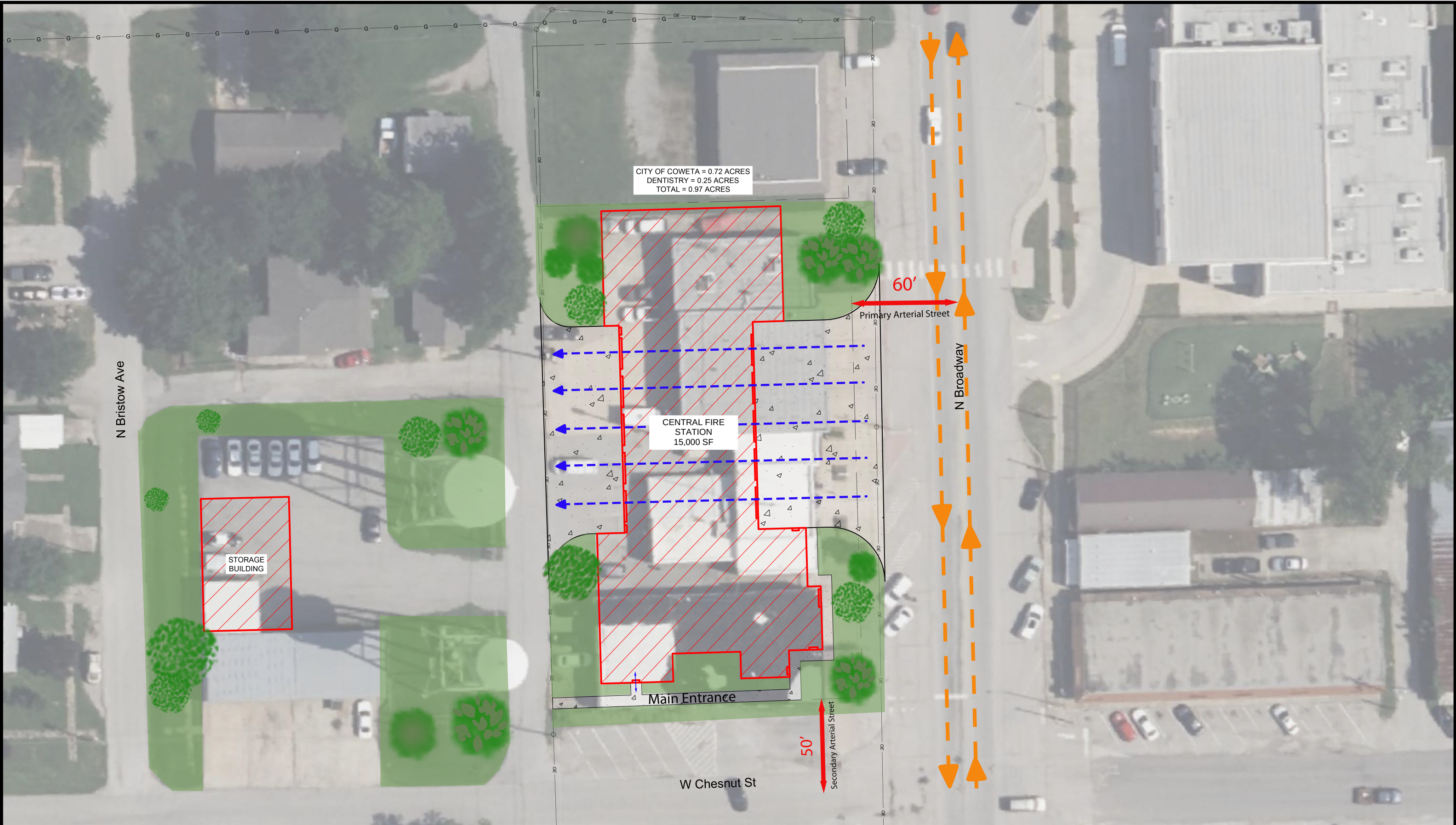


- b. The site would have to be rezoned to Commercial.
 - c. Since the Police and Fire no longer share the site, the community spaces can be reduced. Therefore, the required parking spaces would be reduced as well.
- 6. Police Station Option #2 - next door to City Hall (0.48 acres)
 - a. The lot is already owned by the City.
 - b. Though the space for parking is limited on site, the City Hall parking lot next door can be used for overflow.
- 7. Police Station Option #3 – Along SH-51 north of El Senor Salsa (1.01 acres)
 - a. The property is still awaiting appraisal.
 - b. The site would need two driveways/access points instead of a single exit/entrance.
 - c. The second access point could utilize the right of way along the east side of the property, however the roadway would need to be constructed in the right of way.
- 8. Police Station Option #4 – Wagoner County Economic Development (61.29 acres)
 - a. This property is no longer being considered. The property has limited access to main roadways.

END

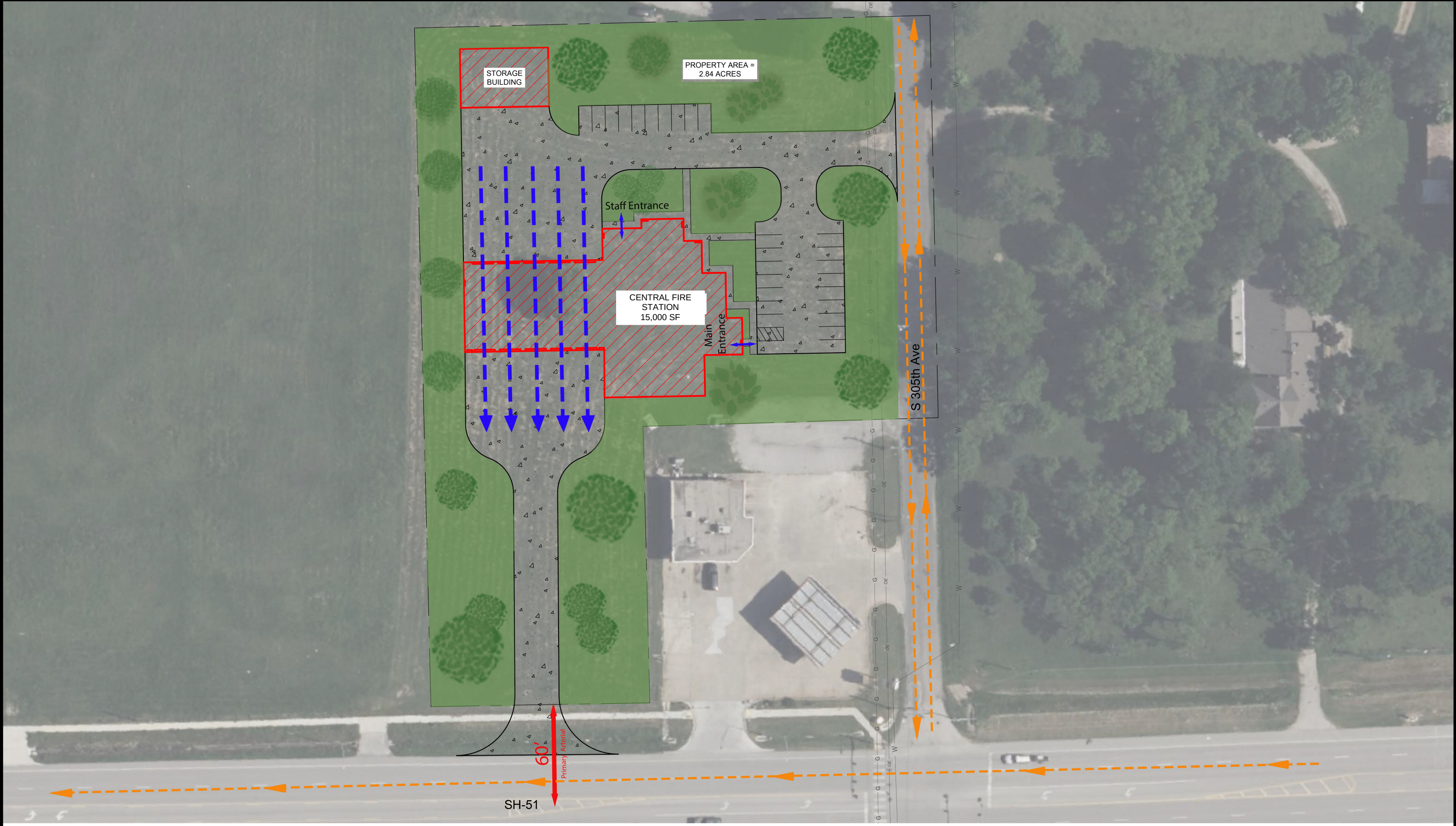
APPENDIX B

Conceptual Site Plans



COWETA PUBLIC SAFETY

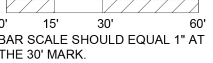
CENTRAL FIRE STATION - OPTION 1



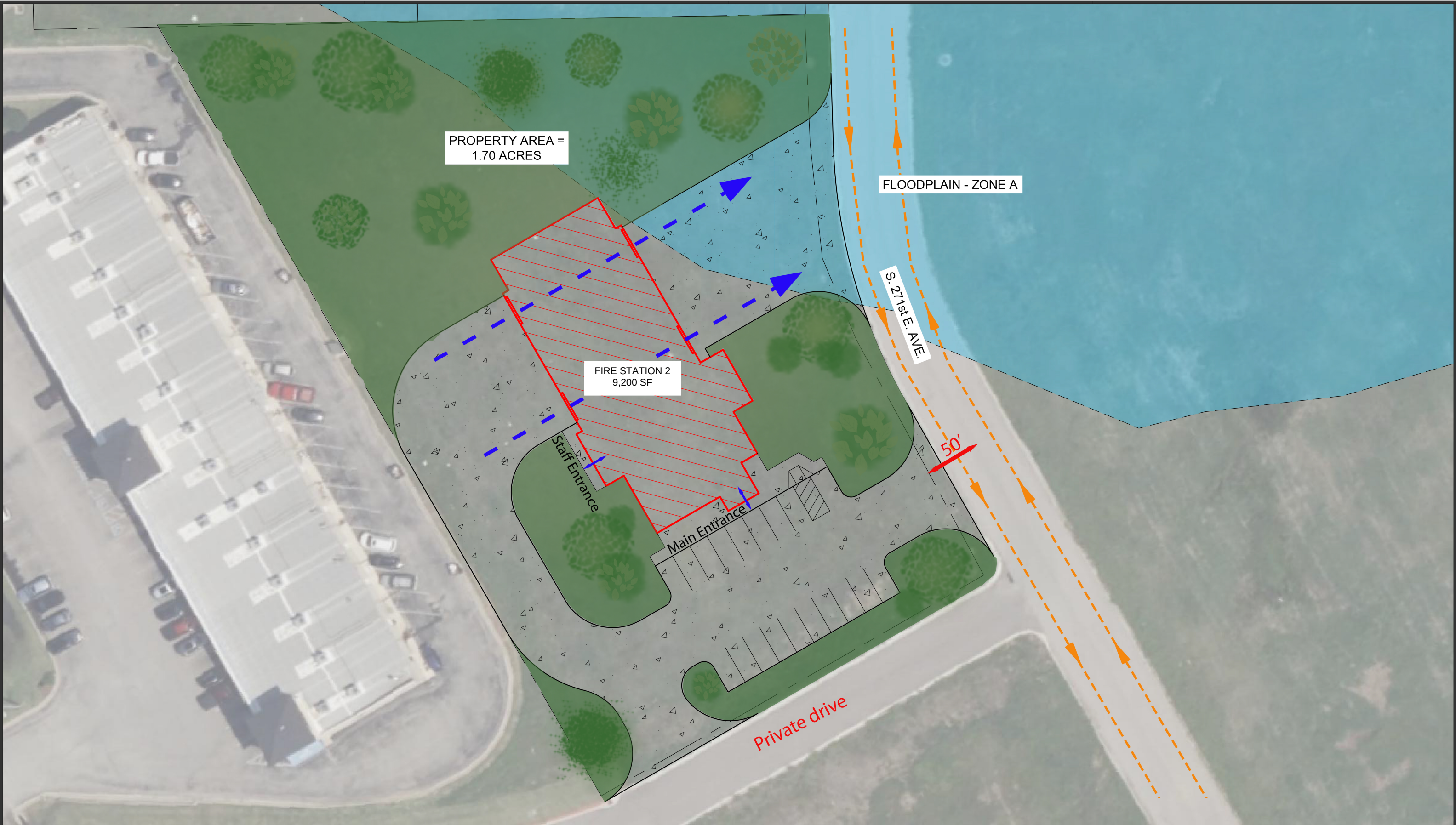
COWETA PUBLIC SAFETY

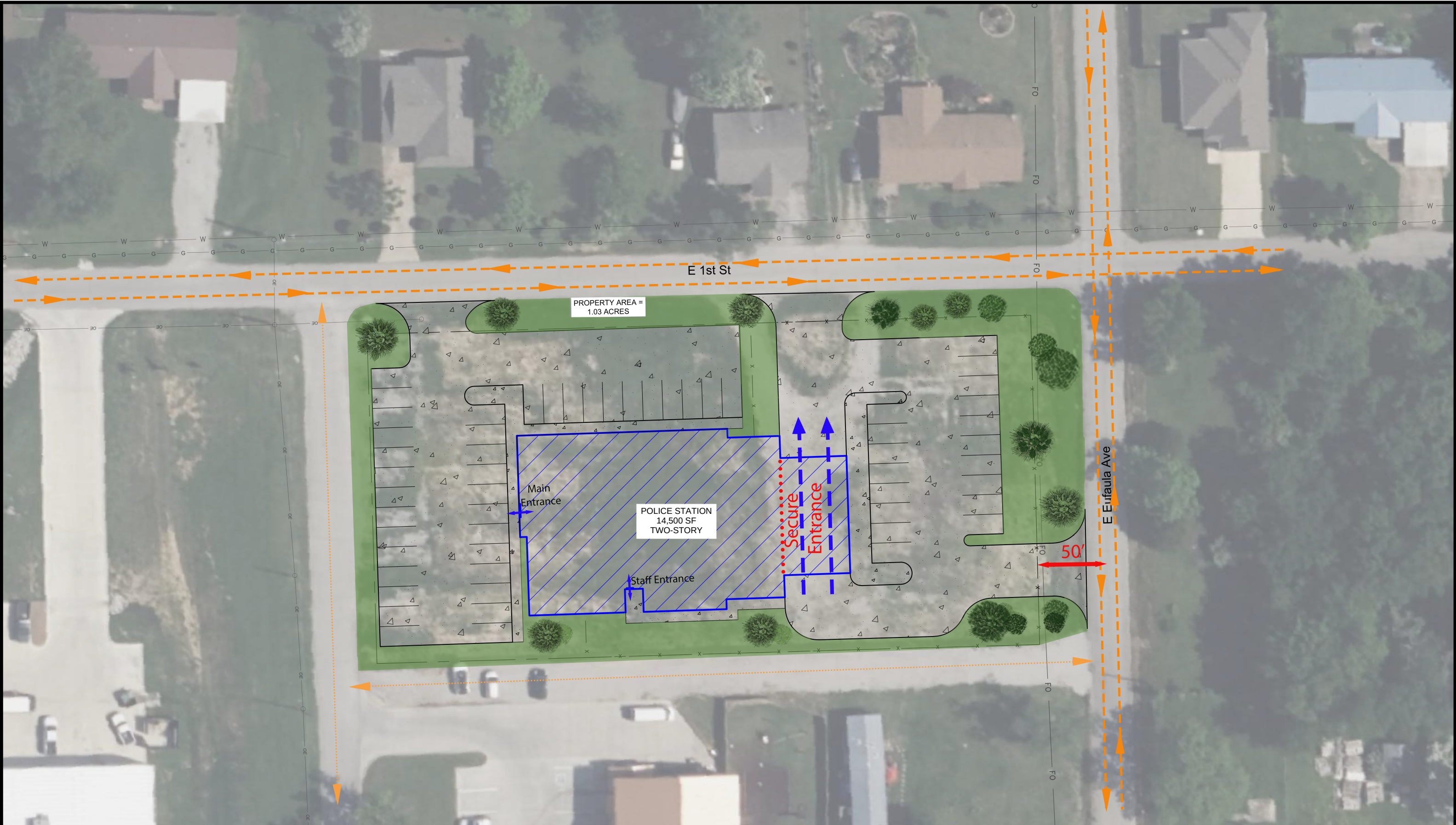
CENTRAL FIRE STATION - OPTION 2

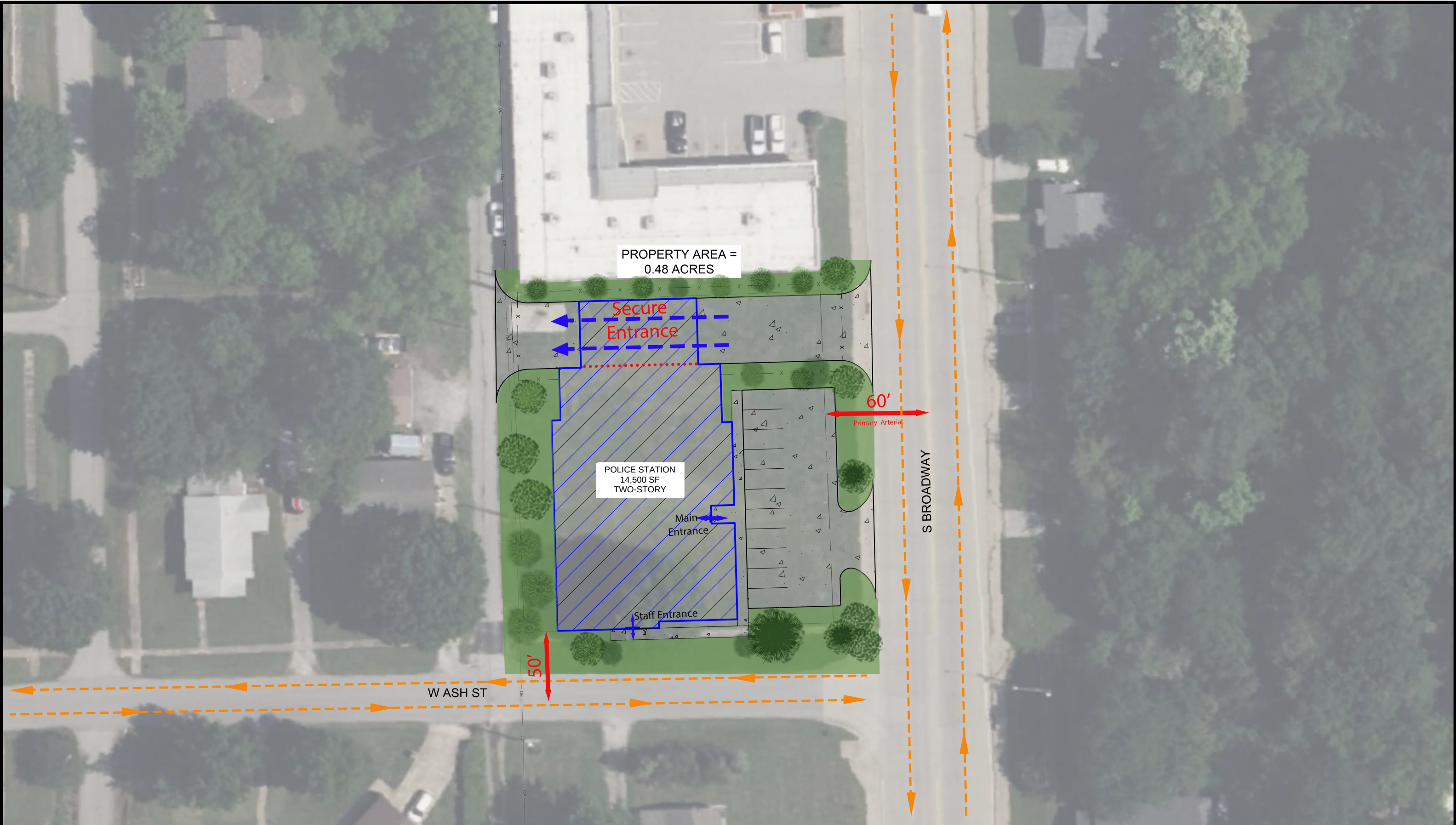
BKL PROJECT No. 830B
DATE: 4/5/2024

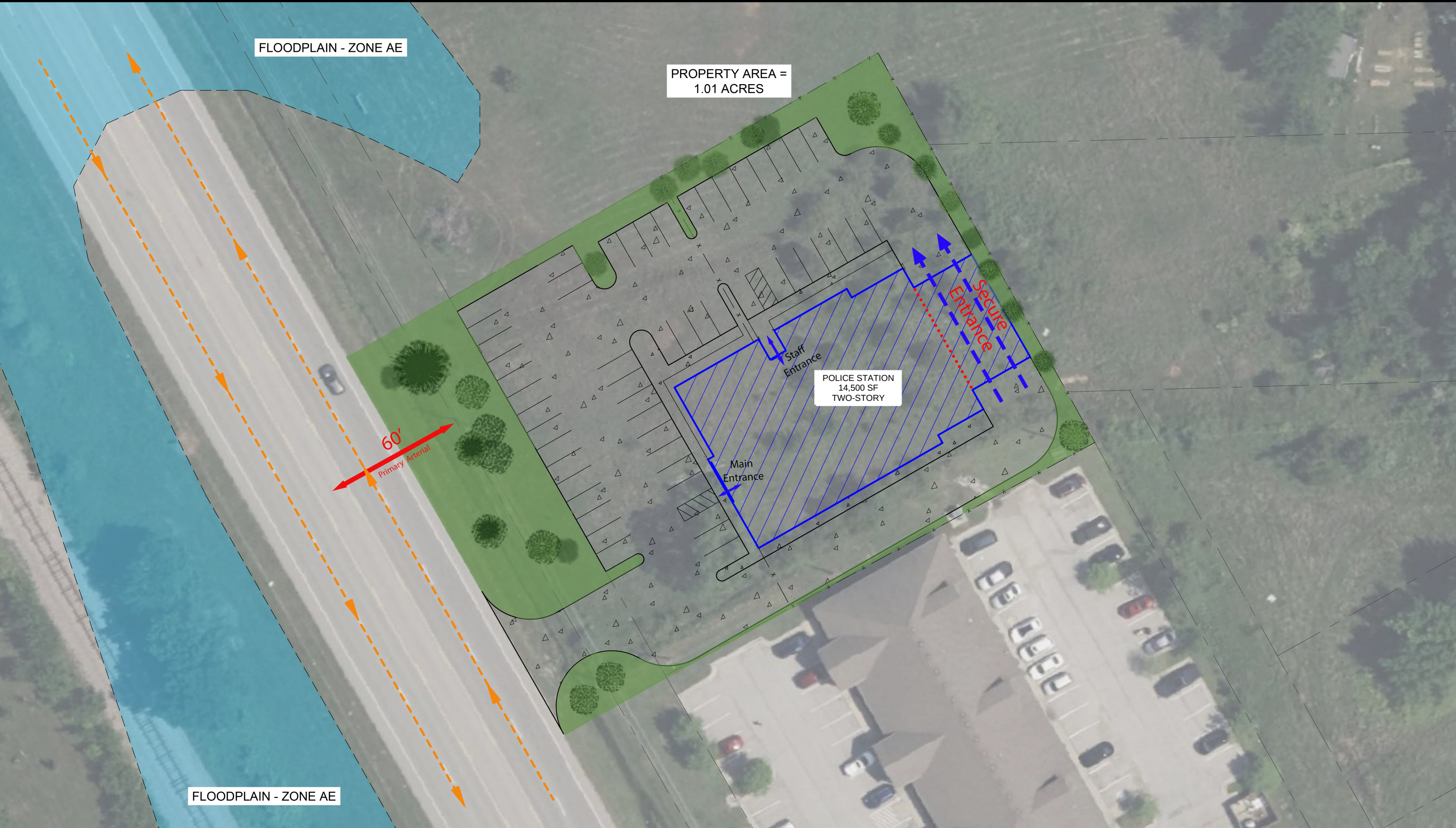


C1-02









COWETA PUBLIC SAFETY

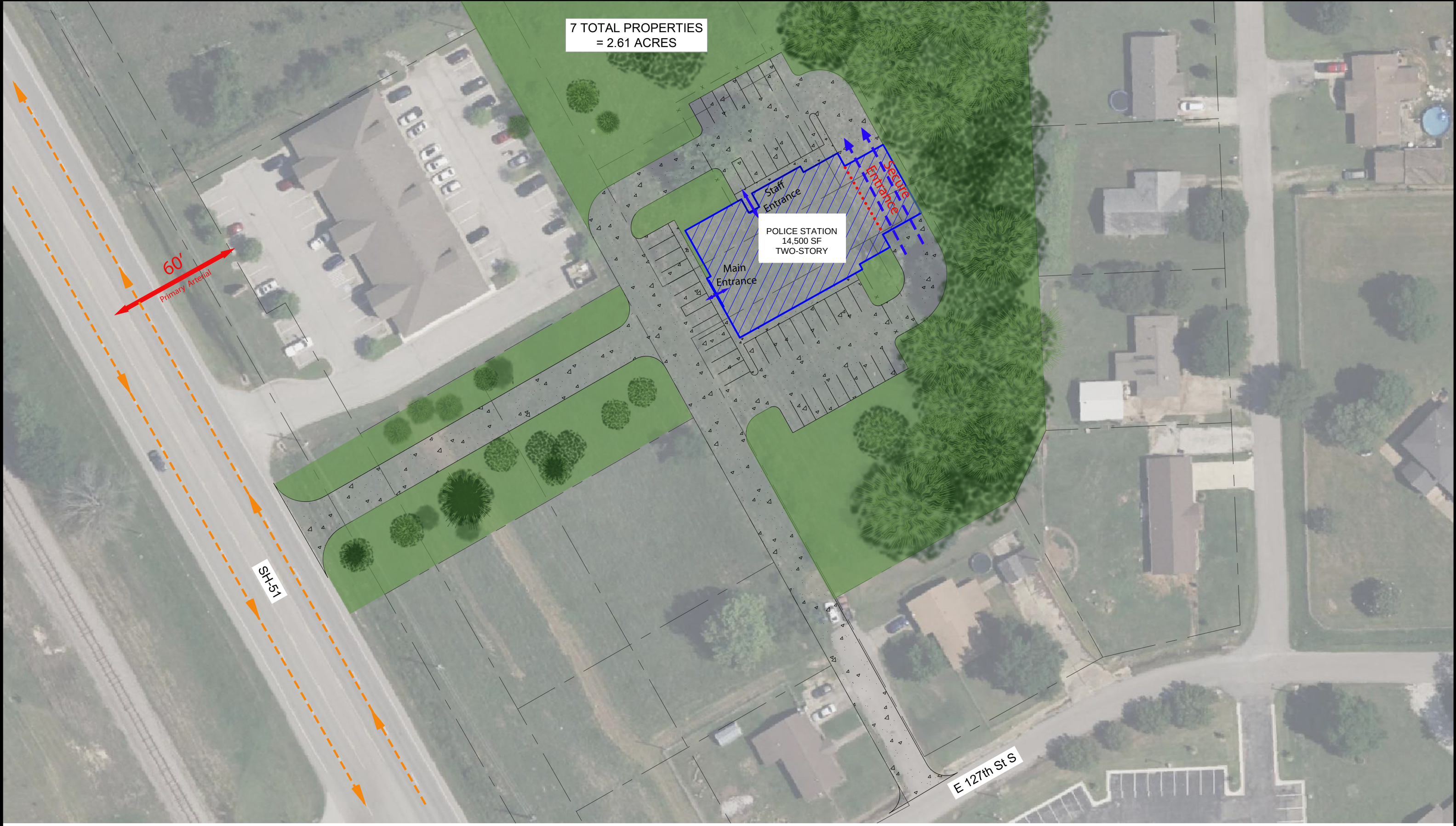
POLICE STATION - OPTION 3

BKL PROJECT No. 830B
DATE: 4/5/2024



0' 10' 20' 40'
BAR SCALE SHOULD EQUAL 1" AT
THE 20' MARK.

C2-03

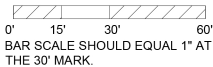




COWETA PUBLIC SAFETY

POLICE STATION - OPTION 4

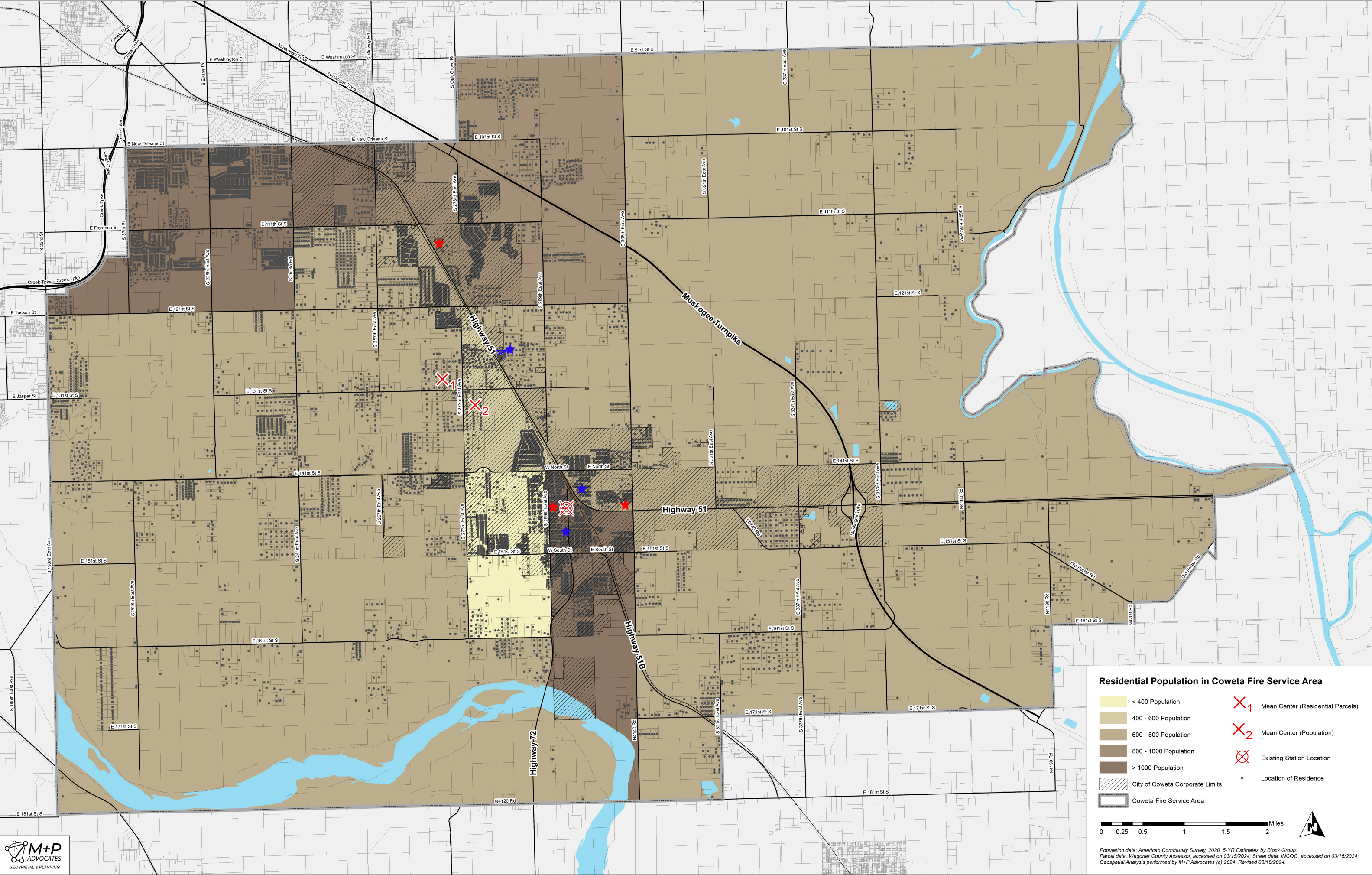
BKL PROJECT No. 830B
DATE: 4/5/2024



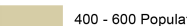
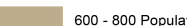
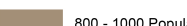
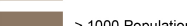
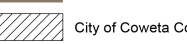
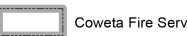
C2-05

APPENDIX C

Residential Population Map



Residential Population in Coweta Fire Service Area

- | | | | |
|---|---------------------------------|---|-----------------------------------|
|  | < 400 Population |  | Mean Center (Residential Parcels) |
|  | 400 - 600 Population |  | Mean Center (Population) |
|  | 600 - 800 Population |  | Existing Station Location |
|  | 800 - 1000 Population |  | Location of Residence |
|  | > 1000 Population | | |
|  | City of Coweta Corporate Limits | | |
|  | Coweta Fire Service Area | | |

0 0.25 0.5 1 1.5 2 Miles



Population data: American Community Survey, 2020, 5-YR Estimates by Block Group;
Parcel data: Wagoner County Assessor, accessed on 03/15/2024; Street data: INCOG, accessed on 03/15/2024;
Geospatial Analysis performed by M+P Advocates (c) 2024. Revised 03/18/2024.



April 15, 2024

Dear Municipal Official,

I am writing to express my candidacy for reelection to the Oklahoma Municipal Assurance Group's (OMAG) Board of Trustees, representing Oklahoma's municipalities. Over the past sixteen years, it has been my privilege to serve in this capacity, and I am seeking your support once again for another term.

With a background as a licensed CPA and extensive experience in municipal leadership, including roles as City Clerk, Treasurer, Finance Director, Assistant City Manager, and currently as City Manager of the City of Bartlesville, I bring a wealth of knowledge and expertise to the position.

During my tenure on the OMAG Board of Trustees, I have held key positions such as Secretary, Vice Chairman, and Chairman. Through these roles, I have gained valuable insights into the diverse needs of our municipalities and have worked diligently to represent their interests effectively.

I believe that my comprehensive background and commitment to public service uniquely qualify me for continued service as an OMAG Trustee. I am dedicated to advocating for the interests of all member municipalities and ensuring the best possible outcomes for our communities.

I sincerely appreciate your consideration and hope to have the opportunity to continue serving as a trusted representative for our municipalities on the OMAG Board of Trustees. Thank you for your support.

Warm regards,

Mike Bailey
City Manager
City of Bartlesville, Oklahoma
(918) 338-4282
mlbailey@cityofbartlesville.org

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
APRIL 1, 2024, 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, April 1, 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. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Hogue reminded all in attendance to be weather aware and to check out the City Manager reports that are posted weekly. Mayor Hogue also commended all involved with the recent Emergency Management event on a job well done. Vice-Mayor Chance also reminded everyone to be safe with the incoming weather. City Manager, Julie Casteen reminded staff and councilmembers of the upcoming special budget workshop and that the agenda for the workshop would be posted in the next few days.

V. PROCLAMATIONS/PRESENTATIONS

1. PROCLAMATION NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

Police Chief Mike Bell led discussion and requested possible action on approving and authorizing the Mayor to sign a proclamation dedicating the week of April 14-20th, 2024 as “National Public Safety Telecommunications Week.”

Motion by Harold Chance, second by Naomi Hogue to approve and authorize the Mayor to sign proclamation dedicating the week of April 14-20th, 2024 as “National Public Safety Telecommunications Week.”

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
APRIL 1, 2024, 6:00 P.M.**

VI. CONSENT

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

1. Approval of the minutes of the Coweta City Council Regular meeting held on March 4, 2024.
2. Approval of the minutes of the Coweta City Council Special meeting held on March 11, 2024.
3. Approval of the minutes of the Coweta City Council Special meeting held on March 18, 2024.

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

VI. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

VII. ADMINISTRATION

1. CDBG PUBLIC HEARING - SKYVIEW WATER STORAGE TOWER PROJECT

Julie Casteen introduced Scott Harding, Executive Director for the Eastern Oklahoma Development District (EODD). Mr. Harding led the first Public Hearing for the 2024 Community Development Block Grant (CDBG) application for the Water Storage Tank Rehabilitation Project for the City of Coweta. Mayor Hogue called for public comment. There were no public comments.

2. CDBG APPLICATION - RESOLUTION 2024-09

City Manager Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-09, a Resolution of the City Council of the City of Coweta, Oklahoma in support of the 2024 CDBG application for the Water Storage Tank Rehabilitation Project for the City of Coweta.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2024-09, a Resolution of the City Council of the City of Coweta, Oklahoma in support of the 2024 CDBG application for the Water Storage Tank Rehabilitation Project for the City of Coweta.

Aye: Harold Chance
Randy Woodward

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
APRIL 1, 2024, 6:00 P.M.**

Naomi Hogue
Joe Cash
Caroline Martin

3. COMMUNITY PARTICIPATION PLAN

Scott Harding with EODD led discussion and requested possible action on a Community Participation Plan related to the 2024 CDBG Application for the Water Storage Tank Rehabilitation Project for the City of Coweta.

Motion by Harold Chance, second by Naomi Hogue to approve a Community Participation Plan related to the 2024 CDBG Application for the Water Storage Tank Rehabilitation Project for the City of Coweta.

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

4. RESOLUTION 2024-06 BANK SIGNATORIES

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-06, a Resolution of the City Council of the City of Coweta, Oklahoma approving the authorized signatories on certain accounts held by First National Bank of Coweta.

Motion by Harold Chance, second by Randy Woodward to approve the adoption of Resolution 2024-06, a Resolution of the City Council of the City of Coweta, Oklahoma approving the authorized signatories on certain accounts held by First National Bank of Coweta

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

5. PURCHASE OF THREE STORM SIRENS & COMMANDER ONE (PHASE 1)

Fire Chief, Brian Woodward led discussion and requested possible action related to the purchase of three storm sirens and Commander One software in the amount of \$81,858.80 utilizing State of Oklahoma contract SW-0404F pricing. Funding would be utilized from approved FY24 Capital funds in account 12-5404.010.

Motion by Harold Chance, second by Naomi Hogue to approval the purchase of three storm sirens and Commander One software in the amount of \$81,858.80 utilizing State of

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
APRIL 1, 2024, 6:00 P.M.**

Oklahoma contract SW-0404F pricing. Funding would be utilized from approved FY24 Capital funds in account 12-5404.010.

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

6. AWARD OF BID

Julie Casteen led discussion and requested consideration to award a bid to Daris Contractors, LLC in the amount of \$16,292,400.00 for Wastewater Treatment Plant improvements.

Motion by Harold Chance, second by Naomi Hogue to approve the award of bid to Daris Contractors, LLC in the amount of \$16,292,400.00 for Wastewater Treatment Plant improvements and authorized the City Manager to execute all necessary documents related to the project.

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

IX. NEW BUSINESS

No new business.

X. ADJOURNMENT

Mayor Hogue adjourned the meeting at 6:26 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
APRIL 5, 2024, 9:00 A.M.**

The members of the Coweta City Council and Trustees of the Coweta Public Works Authority and Coweta Industrial Trust Authority, met in a joint special session on Friday, April 5, 2024, at 9:00 a.m. in the Coweta City Hall, 310 S Broadway, Coweta, Oklahoma.

COUNCILMEMBERS PRESENT: Naomi Hogue, Harold Chance, Joe Cash, Caroline Martin (arrived at 9:55 a.m.), Randy Woodward.

I. CALL TO ORDER

The City Council meeting was called to order by Mayor Hogue.

The Coweta Public Works Authority meeting was called to order by Chairman Hogue.

The Coweta Industrial Development Authority meeting was called to order by Chairman Hogue.

II. ROLL CALL

Roll call taken. Councilmembers and Trustees were present as shown above.

III. ADMINISTRATION

1. PROPOSED FY 2024-2025 BUDGET DISCUSSION AND TOUR OF FACILITIES

City Manager Julie Casteen discussed the proposed FY 2024-2025 Operating/Capital budget for all funds. Department heads presented information on equipment purchases and capital projects that have been proposed for the FY 2024-2025 budget.

The Coweta City Council/Coweta Public Works Authority/Coweta Industrial Development Authority reviewed priorities and participated in a tour of the City facilities to establish budget priorities for the proposed FY 2024-2024 Operating/Capital budget for all funds of the City.

Facilities toured included: the Coweta Police station, Coweta Fire Station, Coweta Public Library, Coweta Public Works facility, Coweta Water Treatment Plant, and Coweta Wastewater Treatment Plant.

Following the facility tour, further discussion was held on the proposed FY 2024-2024 Operating/Capital budget for all funds.

Other than the discussion and tour, no action was taken.

**MINUTES OF THE COWETA CITY COUNCIL/COWETA PUBLIC
WORKS AUTHORITY/COWETA INDUSTRIAL TRUST AUTHORITY
JOINT SPECIAL MEETING
APRIL 5, 2024, 9:00 A.M.**

XI. ADJOURNMENT

Mayor Hogue adjourned the City Council meeting at 1:15 p.m.

Chairman Hogue adjourned the Coweta Public Works Authority meeting at 1:15 p.m.

Chairman Hogue adjourned the Coweta Industrial Development Authority meeting at 1:15 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

Naomi Hogue, PWA Chairman

Marcy Kilgore, City Clerk

Naomi Hogue, CIDA Chairman

Harold Chance, Secretary

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR OCTOBER 1, 2023, THROUGH DECEMBER 31, 2023**

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

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	7,713.55
Safari Micro, Inc.	CAD/Enterpol Server	4,200.00
Huber and Associates	CAD System	82,565.68
APCO International	Dispatch Training	543.00
	Subtotal	95,022.23
	First Quarter Expenditures	53,023.17
	Total Year to Date Expenditures	<u>\$148,045.40</u>

Approved in open meeting of the City Council of the City of Coweta on this 6th day of May, 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>100-PERSONAL SERVICES</u>						
18-5101.087 SALARIES	0	0.00	0.00	0.00	0.00	0.00
18-5103.087 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
18-5106.087 FICA TAX	0	0.00	0.00	0.00	0.00	0.00
18-5107.087 MEDICARE TAX	0	0.00	0.00	0.00	0.00	0.00
18-5108.087 EMPLOYEE INSURANCE	0	0.00	0.00	0.00	0.00	0.00
18-5109.087 WORKERS' COMP INSURANCE	0	0.00	0.00	0.00	0.00	0.00
18-5110.087 UNEMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00
18-5111.087 RETIREMENT	0	0.00	0.00	0.00	0.00	0.00
18-5113.087 PRE-EMPLOYMENT CHECKS/PHYS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 100-PERSONAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
 <u>200-MATERIALS AND SUPPLIE</u>						
18-5200.087 MATERIALS AND SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
18-5201.087 OFFICE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
18-5204.087 MINOR TOOLS & EQUIPMENT	<u>2,300</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,300.00</u>	<u>0.00</u>
TOTAL 200-MATERIALS AND SUPPLIE	2,300	0.00	0.00	0.00	2,300.00	0.00
 <u>300-OTHER CHARGES/SERVICE</u>						
18-5300.087 OTHER SERVICES & CHARGES	0	0.00	0.00	0.00	0.00	0.00
18-5302.087 COMMUNICATIONS (TELEPHONE)	42,800	3,067.83	17,621.65	25,050.85	127.50	99.70
18-5304.087 MEMBERSHIPS & SUBSCRIPTIONS	5,400	0.00	5,340.00	0.00	60.00	98.89
18-5305.087 TRAVEL & TRAINING	3,405	0.00	543.00	200.00	3,205.00	5.87
18-5325.087 CONTRACTED SERVICES	<u>18,800</u>	<u>0.00</u>	<u>14,171.08</u>	<u>0.00</u>	<u>4,628.92</u>	<u>75.38</u>
TOTAL 300-OTHER CHARGES/SERVICE	70,405	3,067.83	37,675.73	25,250.85	8,021.42	88.61
 <u>400-CAPITAL OUTLAY</u>						
18-5404.087 MACHINERY & EQUIPMENT	<u>111,455</u>	<u>82,565.68</u>	<u>86,765.68</u>	<u>0.00</u>	<u>24,689.32</u>	<u>77.85</u>
TOTAL 400-CAPITAL OUTLAY	111,455	82,565.68	86,765.68	0.00	24,689.32	77.85
 <u>500-NON-OPERATING</u>						
18-5503.087 LEASE PAYMENTS - PRINC	18,474	0.00	18,473.45	0.00	0.55	100.00
18-5504.087 LEASE PAYMENTS - INTEREST	<u>5,131</u>	<u>0.00</u>	<u>5,130.54</u>	<u>0.00</u>	<u>0.46</u>	<u>99.99</u>
TOTAL 500-NON-OPERATING	23,605	0.00	23,603.99	0.00	1.01	100.00
TOTAL E-911	207,765	85,633.51	148,045.40	25,250.85	35,011.75	83.15
TOTAL EXPENDITURES	207,765	85,633.51	148,045.40	25,250.85	35,011.75	83.15
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	(99,165)	(74,447.66)	(90,049.59)	(25,250.85)	15,592.44	115.72
	=====	=====	=====	=====	=====	=====

VENDOR SET: 01 CITY OF COWETA

BANK: ALL

FUND : 18 E-911 FUND

DEPARTMENT: 087 E-911 FUND

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 10/01/2023 THRU 12/31/2023

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT		NAME	DESCRIPTION	CHECK #	AMOUNT	
01-1993	APCO INTERNATIONAL	I-0085305	18	5305.087	TRAVEL & TRAI:	ONLINE TRAINING EMD	270049	543.00	
							VENDOR 01-1993	TOTALS	543.00
01-2210	WINDSTREAM	I-041665350 11/27	18	5302.087	COMMUNICATION:	T1 LINE FOR DISPATCH	270516	108.75	
01-2210	WINDSTREAM	I-041700521 12/13/23	18	5302.087	COMMUNICATION:	E911 VPN & ROUTERS	270517	769.13	
01-2210	WINDSTREAM	I-041700521A	18	5302.087	COMMUNICATION:	E911 VPN & ROUTERS	270093	1,549.79	
01-2210	WINDSTREAM	I-101098402 11/07/23	18	5302.087	COMMUNICATION:	E911 VPN ACCT 101098	270325	1,339.27	
01-2210	WINDSTREAM	I-101098803 12/15/23	18	5302.087	COMMUNICATION:	DISPATCH PHONE FY24	270575	124.55	
01-2210	WINDSTREAM	I-101098803-12/1/23	18	5302.087	COMMUNICATION:	DISPATCH PHONE FY24	270418	124.85	
01-2210	WINDSTREAM	I-101186478 12/21/23	18	5302.087	COMMUNICATION:	CALLWORKS TRANS LINE	270576	300.67	
01-2210	WINDSTREAM	I-101186478A	18	5302.087	COMMUNICATION:	CALLWORKS TRANS LINE	270419	300.61	
01-2210	WINDSTREAM	I-1098803 10/16/23	18	5302.087	COMMUNICATION:	DISPATCH PHONE FY24	270228	122.46	
01-2210	WINDSTREAM	I-202310305102	18	5302.087	COMMUNICATION:	CALLWORKS TRANS LINE	270229	296.18	
01-2210	WINDSTREAM	I-840210/6/23/10/26	18	5302.087	COMMUNICATION:	E911 VPN ACCT 101098	270126	1,338.02	
01-2210	WINDSTREAM	I-98402	18	5302.087	COMMUNICATION:	E911 VPN ACCT 101098	270577	1,339.27	
							VENDOR 01-2210	TOTALS	7,713.55
01-3672	SAFARI MICRO, INC	I-SM409102	18	5404.087	MACHINERY & E:	SERVER CAD/ENTERPOL	270214	4,200.00	
							VENDOR 01-3672	TOTALS	4,200.00
01-4291	HUBER & ASSOCIATES, IN	I-CW212455-23657	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270375	10,455.68	
01-4291	HUBER & ASSOCIATES, IN	I-CW213248	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	18,135.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213249	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	11,750.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213250	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	9,000.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213253	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	2,500.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213254	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	2,500.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213256	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	2,000.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213257	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	1,750.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213258	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	1,500.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213262	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	300.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213288	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	9,925.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213291	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	6,500.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW213367	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270479	4,500.00	
01-4291	HUBER & ASSOCIATES, IN	I-CW214355	18	5404.087	MACHINERY & E:	COMP AIDED DISPATCH	270546	1,750.00	
							VENDOR 01-4291	TOTALS	82,565.68
					DEPARTMENT 087	E-911 FUND	TOTAL:	95,022.23	
					VENDOR SET 18	E-911 FUND	TOTAL:	95,022.23	
							REPORT GRAND TOTAL:	95,022.23	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2023-2024	18 -5302.087	COMMUNICATIONS (TELEPHONE)	7,713.55	42,800	3,800.00			
	18 -5305.087	TRAVEL & TRAINING	543.00	3,405	2,413.00			
	18 -5404.087	MACHINERY & EQUIPMENT	86,765.68	111,455	0.00			
		TOTAL:	95,022.23					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	95,022.23

18 TOTAL	E-911 FUND	95,022.23

	** TOTAL **	95,022.23

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 10/01/2023 THRU 12/31/2023
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

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

** END OF REPORT **

Coweta Police Department 212 N Broadway, Coweta, OK 74429
10/01/2023 – 12/31/2023

Radio Log Summary Report

Radio Log Record

Radio Log Record 8,724

Group By Call Type

Total	Initial Call Type
3	***OLETS***
1	***ONLINE***
4	***SYSTEM***
12	10-12 - ACO
6	10-12 - EMS
1	10-12 - FIRE
224	10-12 - INFORMATION
141	10-12 - POLICE
49	10-12 - RECORDS
63	10-21 - ACO
148	10-21 - EMS
65	10-21 - FIRE
1,549	10-21 - INFORMATION
493	10-21 - OUTGOING
556	10-21 - POLICE
24	10-21 - RECORDS
573	10-21 - TRANSFER
370	911 - EMS
20	911 - FIRE
117	911 - HANG UP
181	911 - NON EMERGENCY
149	911 - POLICE
30	911 - TRANSFER
3	911-ACO
248	ACO RADIO CALL
12	DETECTIVE
4	EMS/FD RADIO CALL
1	FIRE MARSHALL
12	MUNICIPAL COURT
3,499	POLICE RADIO CALL

Group By Final Type

Total	Final Call Type
2,084	
60	***ACCIDENTAL***
3	***DETECTIVE***
826	***INFORMATION***
136	***SCHOOL RESOURCE OFFICER - INITIATED***
4	***SYSTEM***
641	***TRANSFER***
10	ABANDONED VEHICLE
2	ACCIDENT / CITY VEHICLE INVOLVED - SIGNAL 83
5	ACCIDENT / HIT AND RUN - SIGNAL 89
13	ACCIDENT / MAJOR / WITH INJURIES - SIGNAL 82
50	ACCIDENT / MINOR / NO INJURIES - SIGNAL 81
26	ACCIDENT / SERIOUSNESS UNKNOWN - SIGNAL 76
4	ACO - 10-6 ANIMAL SHELTER
8	ACO-ANIMAL PICK UP
3	ACO-ANIMAL RETURN
13	ACO-ANIMAL WELL FARE CHECK
29	ACO-SIG 30 ANIMAL
8	ACO-TRAPS
6	ALARM - AUDIBLE
22	ALARM - FIRE
70	ALARM - INTRUSION
8	ALARM - MEDICAL ALERT
9	ALARM - PANIC
4	ALARM- SCHOOL
3	ANIMAL ABUSE
78	ANIMAL AT LARGE

166	SCHOOL RESOURCE OFFICER-SRO
8,724	GRAND TOTAL

1	ANIMAL BITE
5	ASSAULT
19	ASSIST A CITIZEN
66	ASSIST ANOTHER AGENCY
6	ATL - ATTEMPT TO LOCATE
7	ATTEMPT TO SERVE
11	BREAKING AND ENTERING
1	CASH PULL
4	CHECK FOR STOLEN OR WANTED / 10-29
247	CHECK REGISTRATION INFORMATION / 10-28
22	CHECK THE JUVENILES
40	CHECK THE WELLBEING
1	CHILD ABUSE
2	CHILD IN NEED OF SUPERVISION
4	COS - CHECK TO YOUR OWN SATISFACTION
6	COURT
7	DETECTIVE
59	DINNER LOCATION - SIGNAL 07
54	DISTURBANCE
37	DOMESTIC VIOLENCE
16	DRIVER LICENSE CHECK/ WARRANT CHECK / 10-43/44
38	DRIVER LICENSE STATUS CHECK / 10-43
1	DRONE - UNION 1
2	DRUG ACTIVITY / 10-75
1	EMERGENCY DETENTION ORDER (EDO)
2	EN ROUTE TO HARM
2	ESCORT / 10-14
1	FATALITY - SIGNAL 30
8	FINGERPRINTS
66	FIRE / GAS LEAK
68	FOLLOW UP
5	FRAUD
163	FUEL
44	GENERAL QUESTIONS

8	HARASSMENT
12	ILLEGAL PARKING
577	IN SERVICE / 10-8
12	INTOXICATED DRIVER - SIGNAL 88
2	INTOXICATED PEDESTRIAN - SIGNAL 87
12	LARCENY
1	LARCENY - GASOLINE
6	LARCENY OF A VEHICLE
2	MAN DOWN
496	MEDICAL EMERGENCY
7	MISSING PERSON
64	MOTORIST ASSIST / 10-26
3	NCIC RECOVERY
31	OFFICIALS/VISITORS PRESENT / 10- 12
12	OPEN DOOR / 10-34
580	OUT OF SERVICE / 10-7
7	OUT OF SERVICE/SUBJECT TO CALL / 10-10
36	PEDESTRIAN CHECK
7	POTENTIALLY DANGEROUS ANIMAL
13	PROPERTY - FOUND
1	PROPERTY ABANDONED
5	PROPERTY DAMAGE
1	PROPERTY RECOVERED
13	PROPERTY RELEASE
3	PROTECTIVE ORDER VIOLATION
58	RECEIVE INFORMATION
48	RECKLESS DRIVER
12	RELEASE OF 10-15
2	ROAD RAGE
6	RUNAWAY
6	SHOP LIFTING
1	SHOPLIFTER IN CUSTODY
1	SHOTS FIRED
4	SHOTS HEARD
33	SPECIAL EVENT
1	STALKING

3	SUBJECT POINTING A FIREARM
9	SUICIDAL SUBJECT
34	SUSPICIOUS ACTIVITY
23	SUSPICIOUS PERSON
31	SUSPICIOUS VEHICLE
12	THREATS
7	TRAFFIC CONTROL
49	TRAFFIC HAZARD
950	TRAFFIC STOP / 10-59
19	TRAINING
15	TRANSPORT
7	TRESPASSING
22	TROUBLE UNKNOWN
2	TRUANCY
1	UUMV - UNAUTHORIZED USE OF A MOTOR VEHICLE
2	VANDALISM
42	WARRANT CHECK / 10-44
272	WATCH ORDER/SECURITY CHECK
8,724	GRAND TOTAL



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

Mé morandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Surplus of Three Dodge Chargers
Date: 4/24/2024

BACKGROUND

Coweta Police Department is requesting a surplus of three Dodge Chargers as part of our vehicle replacement program.

BENEFITS

The three vehicles 14-2325, 14-3279, and 13-1850 that we are requesting to surplus are not currently on the road due to high mileage and require extensive and costly repairs to make them safe for patrol use.

COSTS

There should be no cost to the City of Coweta to surplus the vehicles.

STAFF RECOMMENDATION

Staff recommends the council approve the surplus of the 3 vehicles.

ATTACHMENTS

Surplus Sheet Unit 14-2325
Surplus Sheet Unit 14-3279
Surplus Sheet Unit 13-1850

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

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

Department: Police Department Department Contact: Chief M. Bell Date: 04-23-2024

Items Requested to be Surplused: 2014 Dodge Charger

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u>	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
2014 Dodge Charger 14-2325 Vin# 2C3DXAT2EH362325	☐ Excellent ☐ Good ☐ Fair ☒ Poor	05-04-2017	2000
		<u>PURCHASE PRICE</u> \$32,251.80	

Reason for being surplused:

Vehicle currently has 104995 miles and need new anti lock brake system cost over \$1000.00

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

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

Name of agency: OACP

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

Amount received:

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

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

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

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

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

Date surplus approved by City Council/Trustees: _____

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

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

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

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

Department: Police Department Department Contact: Chief M. Bell Date: 04-23-2024

Items Requested to be Surplused: 2014 Dodge Charger

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u>	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
2014 Dodge Charger 14-3279 Vin# 2C3DXAT73279	☐ Excellent ☐ Good ☐ Fair ☒ Poor	05-04-2017	2000
		<u>PURCHASE PRICE</u> \$15,399	

Reason for being surplused:

Vehicle currently has 132559 miles vehicle engine is miss firing and is showing multiple codes to include, cylinder deactivations error on cylinders one and four, coolant sensor, catalytic converter code

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

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

Name of agency: OACP

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

Amount received:

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

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

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

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

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

Date surplus approved by City Council/Trustees: _____

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

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____

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

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

Department: Police Department Department Contact: Chief M. Bell Date: 04-23-2024

Items Requested to be Surplused: 2014 Dodge Charger

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u>	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
2014 Dodge Charger 13-1850 Vin# 2C3DXAT0DH721850	☐ Excellent ☐ Good ☐ Fair ☒ Poor	2013 <u>PURCHASE PRICE</u> \$32,152.80	2000

Reason for being surplused:

Vehicle currently has 98565 miles, needs work on engine. needs multiple coil packs and work on the fuel injectors.

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

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

Name of agency: OACP

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

Amount received: _____

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

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

Date Sold: _____ Amount received: \$ _____

Name, Address, and Telephone Number of Buyer: _____

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

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

Date surplus approved by City Council/Trustees: _____

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

Date Insurance Cancelled: _____

Date Removed from Fixed Assets: _____



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, City Manager

Re: Acceptance of Eufaula Bridge Project

Date: May 3, 2024

BACKGROUND

The Eufaula Bridge project is 100% complete and was recently inspected by City staff and the Cowan Group Engineering. The improvements have been constructed according to the approved plans and specifications. The work was constructed at a final cost of \$473,643.47, including engineering fees, with \$150,000.00 to be reimbursed by the Wagoner County Economic Development Authority.

Staff is in possession of the required one-year maintenance bond for the construction cost. The City will assume maintenance of the improvements upon expiration of the one-year period once the improvements have been accepted by the Coweta City Council.

STAFF RECOMMENDATION

Staff recommends acceptance of the Eufaula Bridge project completed by Envision Civil Contractors, LLC through the adoption of Resolution 2024-11.

ATTACHMENTS

Resolution 2024-11

Maintenance Bond

Rider to Maintenance Bond with updated with final construction cost

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA,
ACCEPTING THE COMPLETED EUFAULA BRIDGE PROJECT.**

WHEREAS, the City of Coweta, Oklahoma contracted with Envision Civil Contractors, LLC to reconstruct the Eufaula Bridge and related improvements located in the City of Coweta; and

WHEREAS, upon completion of the Eufaula Bridge project and the related site improvements, the project was inspected and approved by City staff and Cowan Group Engineering; and

WHEREAS, the City is in possession of the required one-year maintenance bond and is prepared to assume maintenance of the improvements upon expiration of the one-year period; and

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

SECTION 1. The City Council of the City of Coweta moves to accept the construction and improvements that were completed related to the Eufaula Bridge project and has made/authorizes final payment to Cowan Group Engineering and Envision Civil Contractors, LLC.

SECTION 2. The City Manager is authorized to sign all documents related to the closeout of the project.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 6th Day of May, 2024.

Naomi Hogue, Mayor

Attest:

Approved as to form:

Marcy Kilgore, City Clerk

Jeff Stephens, City Attorney

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Envision Civil Contractors, LLC, hereinafter called the Principal, and the Merchants Bonding Company (Mutual) of, West Des Moines, a corporation duly organized under the laws of the State of Iowa, hereinafter called the Surety, as Surety, are held and firmly bound unto City of Coweta, hereinafter call the Obligee, in the sum of Three hundred seventy-nine thousand five hundred twelve dollars and fifty cents (\$ 379,512.50), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

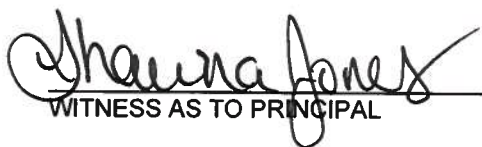
WHEREAS, said Principal entered into a written Contract with said Obligee dated December 4, 2023, for N. Eufaula Avenue Bridge, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of Cowan Group Engineering, 7100 N. Classen Blvd., Ste. 500, Oklahoma City, OK 73116.

WHEREAS, this bond is given in compliance with Title 61, Oklahoma Statutes 2001, Section 113(B)(3).

NOW THEREFORE, if said Principal shall pay or cause to be paid to Obligee all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year after acceptance of said project by Obligee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold Obligee harmless from all damages, loss, and expense occasioned by, or resulting from, any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

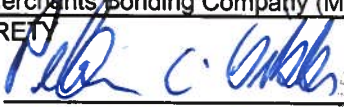
It is further expressly agreed and understood by the parties hereto that no changes or alternations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each of which shall be deemed an original, this 4th day of December, 2023.


WITNESS AS TO PRINCIPAL

(Envision Civil Contractors, LLC
(PRINCIPAL
(
(BY: 
(Robert J Jones, Managing Member


WITNESS AS TO SURETY
Brian S. Smith

(Merchants Bonding Company (Mutual)
(SURETY
(
(BY: 
(ATTORNEY-IN-FACT
(Peter C. Gibbs

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oklahoma. Attach a certified Copy of the Power of Attorney.

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,

Brian S Smith; Marcus Harris; Peter C Gibbs

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 authority 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 17th day of July, 2023.



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 17th day of July, 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.



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 4th day of December, 2023.



William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

RIDER

Attaching to and forming part of Bond No. 100279313

Issued to City of Cowetta

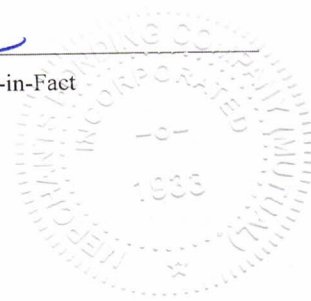
Effective date of Rider April 16, 2024

Maintenance Bond Contract Amount: \$441,027.76

Signed, sealed and dated this 16th day of April, 20 24

Merchants Bonding Company (Mutual)

By Marcus Harris
Marcus Harris, Attorney-in-Fact



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,

Marcus Harris; Peter C Gibbs

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 authority 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 16th day of February, 2024.

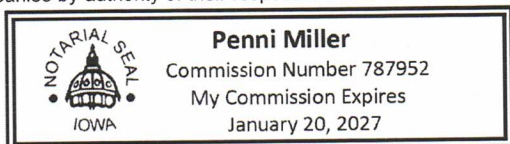
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of February, 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.



(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 16th day of April, 2024.

William Warner Jr.
Secretary



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, City Manager

Re: Acceptance of 141st, 146th, and Country Village of the 2023 Street Improvements Project

Date: May 3, 2024

BACKGROUND

Three locations of the 2023 Streets Improvement project have been completed and inspected by City staff. The improvements on 141st St., 146th St., and in Country Village have been constructed according to approved plans and specification. The work was constructed at a final cost of \$556,005.00.

Staff is in possession of the required one-year maintenance bond for the construction cost for each location. The City will assume maintenance of the improvements upon expiration of the one-year period once the improvements have been accepted by the Coweta City Council.

STAFF RECOMMENDATION

Staff recommends acceptance of street improvements completed by A&A Asphalt, Inc. through the adoption of Resolution 2024-13.

ATTACHMENTS

Resolution 2024-13

Maintenance Bonds

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-13**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ACCEPTING THE COMPLETION OF STREET IMPROVEMENTS ALONG 141ST STREET SOUTH, 146TH STREET SOUTH, AND VARIOUS STREETS IN COUNTRY VILLAGE SUBDIVISION AS PART OF THE 2023 STREETS IMPROVEMENT PROJECT.

WHEREAS, the City of Coweta, Oklahoma contracted with A&A Asphalt, Inc. to make various street improvements located in the City of Coweta; and

WHEREAS, upon completion of the related site improvements, the project was inspected and approved by City staff; and

WHEREAS, the City is in possession of the required one-year maintenance bonds and is prepared to assume maintenance of the improvements upon expiration of the one-year period; and

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

SECTION 1. The City Council of the City of Coweta moves to accept the construction and improvements that were completed related to the 2023 Street Improvement project and has made/authorizes final payment to A&A Asphalt, Inc.

SECTION 2. The City Manager is authorized to sign all documents related to the closeout of the project.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 6th Day of May, 2024.

Naomi Hogue, Mayor

Attest:

Approved as to form:

Marcy Kilgore, City Clerk

Jeff Stephens, City Attorney



Bond No. 4861416

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, 310 S Broadway, Coweta, OK 74429
as Oblige, in the sum of
One Hundred Thirty Thousand Three Hundred Sixty Five Dollars and No Cents -----(\$130,365.00)----- 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 3rd day of August, 2023.

WHEREAS the Principal and the Oblige have entered into a written agreement dated the 3rd
day of July, 2023, for 2023 City of Coweta Road Maintenance Projects - Patching, Guardrail and Asphalt
Overlay - E 146th Street S
the terms of which agreement were completed and accepted the _____ day of _____,
and

WHEREAS the Principal has given a One (1) 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 Oblige named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Oblige 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 One (1) year
maintenance period.


Principal

GREAT AMERICAN INSURANCE COMPANY

By: 
Attorney-in-Fact

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
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
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



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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

Susan A Kohorst

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 Divisional 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 3rd day of August, 2023.



My L C. B.

Assistant Secretary



Bond No. 4861415

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, 310 S Broadway, Coweta, OK 74429
as Obligee, in the sum of
Three Hundred Eighty Three Thousand One Hundred Twenty Dollars and No Cents -----(\$383,120.00)-----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 3rd day of August, 2023.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 3rd
day of July, 2023, for 2023 City of Coweta Road Maintenance Projects - Patching, Milling and Asphalt
Overlay -Country Village Subdivision
the terms of which agreement were completed and accepted the _____ day of _____,
and

WHEREAS the Principal has given a One (1) 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 One (1) year
maintenance period.


Principal

GREAT AMERICAN INSURANCE COMPANY

By: 
Attorney-in-Fact

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
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
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



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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

Susan A Kohorst

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 Divisional 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 3rd day of August, 2023



Stephen C. Beraha

Assistant Secretary



Bond No. 4861414

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, 310 S Broadway, Coweta, OK 74429
as Obligee, in the sum of
Forty Two Thousand Two Hundred Fifty Dollars and No Cents (\$42,250.00) 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 3rd day of August, 2023.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the 3rd
day of July, 2023, for 2023 City of Coweta Road Maintenance Projects -
Patching, Milling, Asphalt Overlay & Striping from Highway 51 East on 141st Street
the terms of which agreement were completed and accepted the _____ day of _____,
and

WHEREAS the Principal has given a One (1) 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 One (1) year
maintenance period.


Principal

GREAT AMERICAN INSURANCE COMPANY

By: 
Attorney-in-Fact

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
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Erica 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



Steph C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

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

Susan A. Kohorst

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 Divisional 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 3rd day of August, 2023.



Steph C. B.

Assistant Secretary



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, City Manager

Re: Plan Coordinator for MissionSquare 457 Retirement Plan

Date: May 3, 2024

BACKGROUND

The City of Coweta established a voluntary 457(b) Deferred Compensation Plan with MissionSquare Retirement (formerly ICMA Retirement) around 1999. A 457(b) plan is a tax-deferred retirement savings plan. Funds are withdrawn from an employee's income without being taxed and are only taxed upon withdrawal, which is typically at retirement, after the funds have had several years to grow.

This plan gives employees the opportunity to contribute to a tax-deferred retirement plan in addition to their current pension or retirement plan provided that is sponsored by the City. The City provides no matching funds to the 457(b) plan.

The plan has been dormant for a number of years, but there is renewed interest from employees in contributing to this plan.

To reestablish the plan, the Plan Coordinator and other Plan Sponsor contacts must be updated.

STAFF RECOMMENDATION

Staff recommends appointing the City Manager as the Plan Coordinator with authority to delegate access to other appropriate individuals through the adoption of Resolution 2024-12.

ATTACHMENTS

Resolution 2024-12

MissionSquare Plan Contacts & Access Form

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA,
DESIGNATING THE CITY MANAGER AS THE PLAN COORDINATOR FOR THE
CITY OF COWETA'S VOLUNTARY 457 RETIREMENT PLAN.**

WHEREAS, the City of Coweta, Oklahoma (“Employer”) has employees rendering valuable services; and

WHEREAS, a deferred compensation plan for such employees was established with MissionSquare Retirement to serve the interests of the Employer by enabling it to provide reasonable retirement security for its employees, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City is in need to update the Plan Coordinator and various contacts with MissionSquare Retirement.

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

SECTION 1. The City Manager shall be the Coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement, and is authorized to delegate any administrative duties relating to the Plan to appropriate individuals.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 6th Day of May, 2024.

Naomi Hogue, Mayor

Attest:

Approved as to form:

Marcy Kilgore, City Clerk

Jeff Stephens, City Attorney



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

Memorandum

To: Honorable Mayor and City Council

From: Julie Casteen, City Manager

Re: Election of Two Oklahoma Municipal Assurance Group (OMAG) Trustees

Date: May 3, 2024

BACKGROUND

The City of Coweta participates in OMAG's Municipal Liability Protection Plan, Municipal Property Protection Plan, and the Municipal Workers' Compensation Plan.

OMAG's Board of Trustees is comprised of seven members, elected by municipalities which participate in the various municipal plans OMAG offers. Members serve a three-year term and are elected on a rotating basis, two members in the first and second years, and three members in the third year. Trustees meet on a monthly basis.

The current election will fill two trustee spots for a term beginning on July 1, 2024, and lasting three years. These positions are vital for guiding OMAG's policies, strategies, and service enhancements to benefit our member municipalities. The deadline for the ballots to be received by OMAG is May 15, 2024.

STAFF RECOMMENDATION

Staff recommends Council cast votes for two (2) nominees to serve on the OMAG Board of Trustees.

ATTACHMENTS

OMAG Ballot

Biographical Sketches of Nominees

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2024 Election of TWO Trustees

For a three-year term starting July 1, 2024

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

_____ Mike Bailey, City Manager, Bartlesville (Incumbent)

_____ Craig Stephenson, City Manager, Ponca City (Incumbent)

_____ Donalynn Blazek-Scherler, City Clerk, Lawton

_____ Gary A. Jones, City Manager, Altus

_____ Tammy Kretchmar, City Manager, Yukon

_____ David M. Mason, Mayor, Enid

_____ Cody Roe, City Manager, McLoud

_____ Micheal Shannon, Interim City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2024
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by the OMAG no later than *May 15, 2024*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 18 years. Mike is a licensed CPA who has worked with many local governments throughout his career. He has served on the OMAG Board since 2007 and is also on the boards of CMAO and OMSCC. (Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 37 years of municipal (government) experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. (Ponca City participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

DONALYNN BLAZEK-SCHERLER Donalynn is an excellent candidate to serve as a trustee for the Oklahoma Municipal Assurance Group (OMAG). She's an extremely dedicated and hard working employee who will no doubt be an asset to the board. Ms. Blazek-Scherler has been an exemplary employee for the City of Lawton for several years. (Lawton participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

GARY JONES City Manager Altus September 2019-present. Oklahoma State Auditor 2011-2019 where he received the 2016 "Sunshine Award" and was named an honorary Fire-Fighter and friend of retired Teachers. Comanche County Commissioner 1995-1999. Received the "Superior Achievement Award" from the Oklahoma Good Roads and Streets Association. BS Business Administration/Accounting-Cameron University. (Altus participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TAMMY KRETCHMAR Tammy Kretchmar, serving the City of Yukon since 1996, advanced to City Manager in 2021. She actively engages in professional associations like ICMA and CMAO. Tammy's exceptional leadership in Yukon has earned her the 2017 Don Rider Award and the 2022 Gerald Wilkins and Jeff Shockley Award. (Yukon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

DAVID MASON David has a BS degree in Education and a Master's Degree in Administration. He entered the insurance business in 2003 and quickly advanced to District Manager of 29 agencies. He later became VP/Director of Sales for a large Independent agency helping to increase sales \$100M over 5 years. (Enid participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

CODY ROE Currently serving as City Manager for the city of McLoud, Cody has over 14 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, a lifelong cowboy and team roper of the Oklahoma Panhandle has worked in municipal government over 45 years. During that time, he worked in the private sector managing a small communication company for 9 years, returning to municipal government as Interim City Manager for the City of Guymon. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)



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: Mutual Aid Agreement for Shared Building Inspection Services
Date: 05-06-2024

BACKGROUND

The City of Coweta and the City of Broken Arrow previously had a Mutual Aid Agreement in 2021 to assist the City of Coweta with building inspector staffing coverage. Recently, in meeting with the City of Broken Arrow, the City Manager and Community Development Director discussed the possibility of entering into a new agreement to assist us with providing coaching and training for our Building Inspector(s) and assistance with building inspections, when needed. It was determined we wanted to work together and be good neighbors.

The Mutual Aid Agreement before you has been reviewed and approved by the City of Broken Arrow City Council.

STAFF RECOMMENDATION

Staff recommends approval of the Mutual Aid Agreement with the City of Broken Arrow.

ATTACHMENTS

1. Mutual Aid Agreement

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

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

RECITALS:

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

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

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

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

AGREEMENTS:

1. PURPOSE

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

2. DURATION

This Agreement shall be effective as of March 19, 2024 and shall commence for a term of (12) twelve months up on the day of execution and shall reserve the option for renewal of (3) three consecutive one year terms.

3. REQUESTS FOR ASSISTANCE PROCEDURES

Both Cities shall make every effort to hire and maintain a workforce adequate to serve the needs of their respective communities. This agreement shall not serve to provide or supplement the inspection workforce of either municipality.

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

cannot assist the requesting City, the responding City shall immediately notify the requesting City in the mode that is the quickest and most efficient under the circumstances at that time.

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

4. EMPLOYMENT STATUS

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

5. PROPERTY

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

6. LIABILITIES

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

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

7. SETTLEMENT OF DISAGREEMENTS

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

8. AUTHORIZATION TO EXECUTE

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

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

City of Broken Arrow

City of Coweta

By: _____
City Manager

By: _____
City Manager

Date: _____

Date: _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

Broken Arrow City Council Ratified:

By: _____
Mayor

City Clerk



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

Memorandum

To: The Honorable Mayor, Vice-Mayor, and Members of the Coweta City Council
From: Carolyn Back – Community Development Director
Subject: Resolution 2024-15 - Stormwater Administrative Officer's designee
Date: May 6, 2024

BACKGROUND

The City of Coweta is required to enforce stormwater discharges within their Municipal Separate Storm Sewer System (MS4) or into the waters of the United States. The City is required to have and maintain an active OKR04 stormwater discharge permit from the Oklahoma Department of Environmental Quality (ODEQ).

The City of Coweta Code of Ordinances provides for enforcement provisions to help regulate stormwater conveyance and erosion control to protect our watershed with permission through our ODEQ permit to discharge our stormwaters through our creeks and streams eventually into the Arkansas River.

City of Coweta Code of Ordinance

Title 14 – Flood Control and Stormwater Management

In Section 14-2-15 – Administrative Enforcement Remedies: This section states enforcement provisions to be conducted by the Administrative Officer.

In Section 14-2-2 - Definitions and Abbreviations:

This section is administered and enforced by an Administrative Officer, who by definition “shall mean the Mayor or other person so designated by the Mayor.”

In 2020, the Council designated the Building Official as the Mayor's designee based on the information provided by the current building official at the time. Since that time, it does not appear the position of the building official has continued to conduct that duty.

At the recent encouragement of ODEQ and in order to be able to accurately administer the provisions of the Stormwater Management chapter within our City Ordinance, we are requesting to align with our Municipal Code definition and the Mayor remain the Administrative Officer, with their designee in the field being the Community Development

Director and staff. This mayoral appointment of the Community Development Director as the Mayor's designee by resolution is attached.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution to name the Community Development Director, and staff as assigned, the Administrative Officer's appointed designee per the City of Coweta Stormwater Management Ordinance (Chapter 14-2)

ATTACHMENTS

Resolution 2024-15

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, TO APPOINT THE COMMUNITY DEVELOPMENT DIRECTOR AS THE STORMWATER ADMINISTRATIVE OFFICERS DESIGNEE AS REFERENCED IN COWETA CITY ORDINANCES SECTION 14-2 – STORMWATER MANAGEMENT.

WHEREAS, Title 14 of the City of Coweta Code of Ordinances, Section 14-2 regulates stormwater management and other enforceable provisions relating to stormwater; and

WHEREAS, Section 14-2-15 contains numerous references to an Administrative Officer, and defines this position in Section 14-2-2; “Administrative officer means the Mayor or other person so designated by the Mayor; and

WHEREAS, the duties and responsibilities of the Administrative Officer fall within the oversight of the Community Development Department.

THEREFORE BE IT RESOLVED by the Coweta City Council that the Coweta Community Development Director and staff is hereby designated to act on behalf of the Administrative Officer for the City of Coweta per the City Code of Ordinances Section 14-2-2.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 6th Day of May, 2024.

Naomi Hogue, Mayor

Attest:

Approved as to form:

Marcy Kilgore, City Clerk

Jeff Stephens, City Attorney



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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Creekwood Subdivision Final Plat
Date: 05-06-2024

BACKGROUND

Applicant

The applicant, Fish Residential, LLC, Developer; Wallace Design Collective, PC., Engineer; for the Creekwood Subdivision Final Plat, a subdivision of approximately 4.20 acres more or less with 12 lots.

Case Facts

- The property is located Northwest of East 151st Street South and South Division in Section 13, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned RS-3 (Residential Single Family).
- The property legal description: A Subdivision in the City of Coweta, Oklahoma; Part of the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty-Five (13), Township Eighteen (17) North, Range Fifteen (15) East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- A public hearing was held April 15, 2024, by the Coweta Planning Commission for the Creekwood Subdivision Final Plat. After review, the Planning Commission made a recommendation to the City Council for approval of the Creekwood Subdivision Final Plat.

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- D. 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.

13-4-4 Final Plat:

- H. Approval and recording of plats required. No plat or other land subdivision instrument shall be filed in the office of the County Clerk until it shall have been given final plat approval by the Planning Commission and by the City Council as required. The approved final plat shall remain with the City planning office until the completion of, and acceptance or approval by, the City Council on all improvements or all security requirements have been submitted and approved. After acceptance, the plat will be released for filing/recording by the subdivider. The subdivider

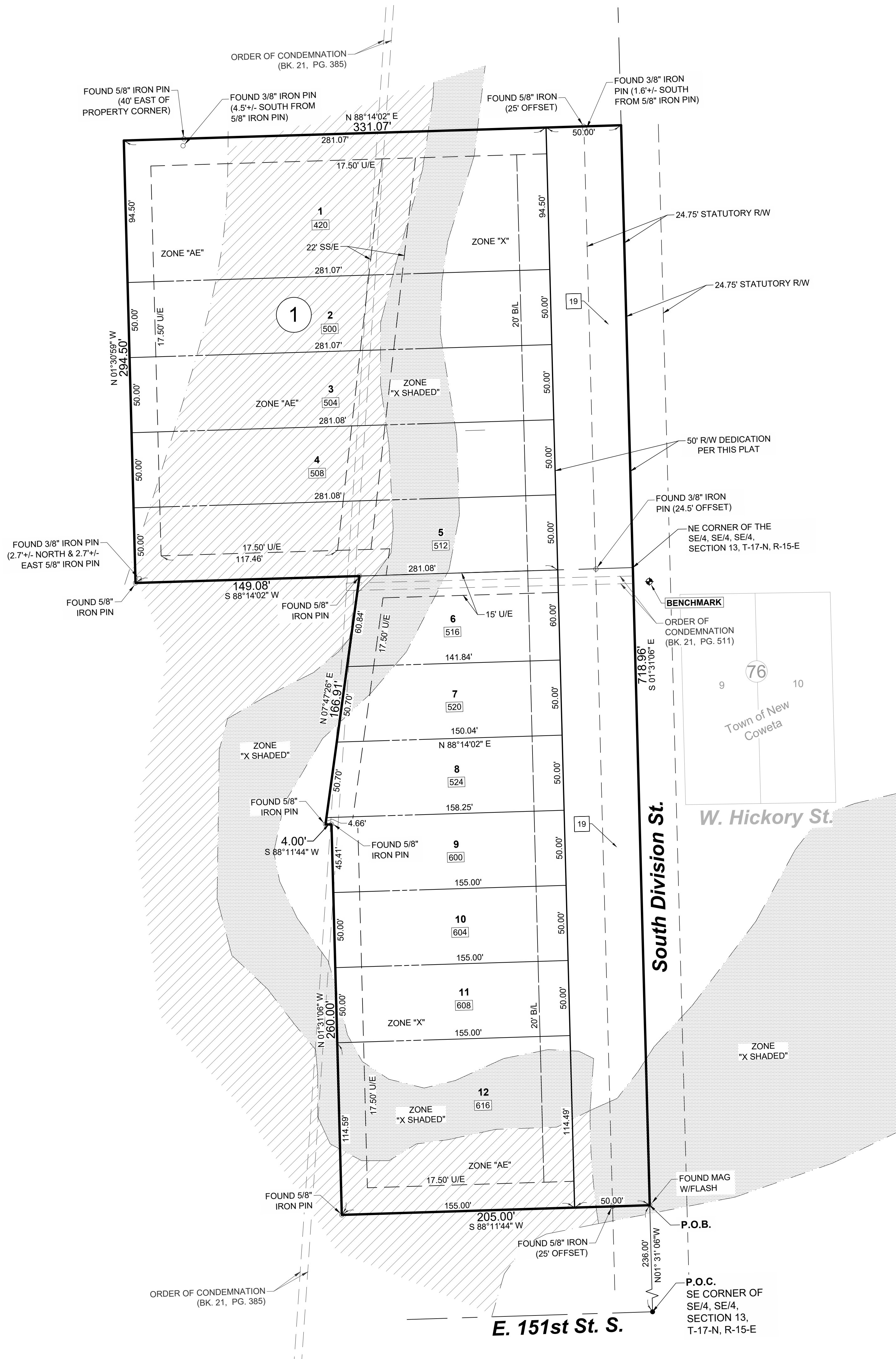
shall return a copy of the recorded plat with copies as defined herein. All final plats shall be filed within one year of the approval of the City Council, and no lots shall be sold from any plat until recorded. Failure to record the plat within one year of the date of the City Council approval shall void all approvals thereto.

STAFF RECOMMENDATION

Staff recommends approval of the Creekwood Subdivision Final Plat.

ATTACHMENTS

1. Creekwood Subdivision Final Plat



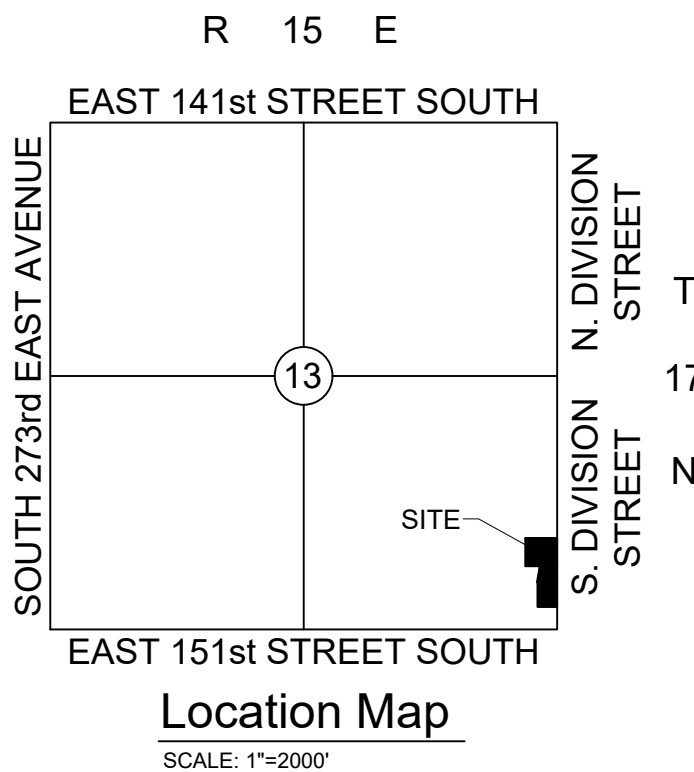
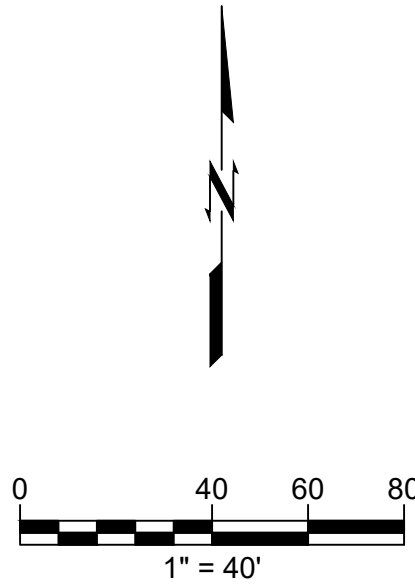
CREEKWOOD SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTEEN (13),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Fish Residential, LLC
200 Blue Sage Court
Irving, Texas, 75063-3362
CONTACT: DEBBIE NORMAN-DAVIS
CORRESPONDENCE ADDRESS:
P.O. Box 457 Ketchum Oklahoma 74349
email: debbie@debbienorman.us

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
DANNY BALDWIN P.E.
danny.baldwin@wallace.design

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



EXCEPTIONS FROM ALTA

12 EASEMENT IN FAVOR OF THE TOWN OF COWETA, DATED MAY 5, 1928, FILED MAY 18, 1928, AND RECORDED IN VOL 195 AT PAGE 624. TR 1-10 (AFFECTS SUBJECT PROPERTY AS A BLANKET)

19 ENCROACHMENT OF S. DIVISION STREET ALONG THE EAST PROPERTY LINES OF ALL TRACTS BUT TRACT 2 AS SHOWN ON THE ALTA SURVEY OF THE SUBJECT PROPERTIES PREPARED BY HEARTLAND SURVEYING & MAPPING, PLLC, LS #1686, DATED JULY 6, 2023 (ROADWAY FALLS WITHIN 24.75' STATUTORY SECTION LINE RIGHT OF WAY)

Lot Area Table (Block 1)		
Lot #	Area	(ACRE)
1	26,561.22	0.61
2	14,053.68	0.32
3	14,053.76	0.32
4	14,053.85	0.32
5	14,053.15	0.32
6	8,215.23	0.19
7	7,297.13	0.17
8	7,707.21	0.18
9	7,766.59	0.18
10	7,749.94	0.18
11	7,749.94	0.18
12	17,753.79	0.41

SITE NOTE:

AN 8" PUBLIC SANITARY SEWER LINE EXISTS WEST OF THE PROPERTY LINE, ADJACENT TO THE SCOTT ADDITION

LEGEND

B/L = BUILDING SETBACK
R/W = RIGHT-OF-WAY
U/E = UTILITY EASEMENT
SS/E = SANITARY SEWER EASEMENT
BK./PG. = BOOK/PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

XXXX ADDRESS

① BLOCK NUMBER

2 LOT NUMBER

○ IRON PIN FOUND

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWELVE (12) LOTS IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 182,964 SF (4.20 ACRES)
R/W BEING DEDICATED BY PLAT CONTAINS 35,949 SF (0.83 ACRES)
PROPERTY ZONED "RS-3"

MONUMENTATION

MONUMENTATION FOUND AS NOTED
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK

3/8" IRON PIN
ELEV=607.64
N=352902.809
E=2662680.171

BASIS OF BEARINGS

HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM NAVD 1988 GPS DATA

ADDRESS NOTE

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0260H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) SHADED, ZONE (AE) AND ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE INSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

SURVEYOR'S LAST SITE VISIT:

11/2/23

ORIG SIZE:24"x36"

PLOT:4/12/24

\\civl-server\projects\2340545 Division Street Subdivision - Coweta\dwg\PRODUCTION\Plan\2340545 DOD.dwg

FINAL PLAT

CREEKWOOD SUBDIVISION
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

FISH RESIDENTIAL, LLC. HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION THIRTEEN (13); THENCE N01°31'06"W AND ALONG THE EAST LINE OF SAID SECTION THIRTEEN (13) FOR A DISTANCE OF 236.00 FEET TO THE POINT OF BEGINNING; THENCE S88°11'44"W FOR A DISTANCE OF 205.00 FEET; THENCE N01°31'06"W FOR A DISTANCE OF 260.00 FEET; THENCE S88°11'44"W FOR A DISTANCE OF 4.00 FEET; THENCE N07°47'26"E FOR A DISTANCE OF 166.91 FEET; THENCE S88°14'02"W FOR A DISTANCE OF 149.08 FEET; THENCE N01°30'59"W FOR A DISTANCE OF 294.50 FEET; THENCE N88°14'02"E FOR A DISTANCE OF 331.07 FEET TO A POINT ON THE EAST LINE OF SAID SECTION THIRTEEN (13); THENCE S01°31'06"E AND ALONG THE EAST LINE OF SAID SECTION THIRTEEN (13) FOR A DISTANCE OF 718.96 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 182,964 SQUARE FEET OR 4.20 ACRES MORE OR LESS.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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 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 EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND RE-LAY AND REPAIR WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, RE-LAYING AND REPAIRING ON, OVER, AND ACROSS THE UTILITY EASEMENTS DEPICTED ON THE PLAT WITHIN THE PROPERTY OWNED BY THE PARTICULAR OWNER FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT 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, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENT OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND 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.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 OVERHEAD AND/OR UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS, WATERLINE, SANITARY SEWER, AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF COWETA WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. WITHIN THE UTILITY AND WATERLINE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF COWETA, INTERFERE WITH PUBLIC WATER MAINS, SHALL BE PROHIBITED WITHIN THE U/E AND WATERLINE EASEMENT AREAS.

4. THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAIN, WATER MAIN, AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS AND/OR CONTRACTORS.

5. THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED SANITARY SEWER AND STORM SEWER EASEMENTS DEPICTED UPON 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 SANITARY SEWER, WATER, OR STORM SEWER FACILITIES.

6. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

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 OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF COWETA, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORMSEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF COWETA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS APPLICABLE AND APPROVED BY THE COWETA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF COWETA, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. 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.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

FISH RESIDENTIAL, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

MANAGING MEMBER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023, BY THOMAS J. CARLSON AS MANAGING MEMBER OF FISH RESIDENTIAL, LLC., A OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT OF WALLACE DESIGN COLLECTIVE, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "CREEKWOOD SUBDIVISION" IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.



R. WESLEY BENNETT, PLS
OK PLS 1562

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 R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE _____ OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

SIGNED _____

ENVIRONMENTAL PROGRAM SPECIALIST

OFFICE

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF COWETA PLANNING COMMISSION

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUBDIVISION "CREEKWOOD SUBDIVISION" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CHAIRMAN

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL ON _____, 20____.

MAYOR OR VICE-MAYOR

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

CITY CLERK

CERTIFICATE OF THE WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED "CREEKWOOD SUBDIVISION".

DATE: _____

WAGONER COUNTY TREASURER

CERTIFICATE OF THE WAGONER COUNTY CLERK

I, WAGONER COUNTY CLERK, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "CREEKWOOD SUBDIVISION" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

DATE: _____

WAGONER COUNTY CLERK



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: Creekwood Subdivision Final Plat – ROW Acceptance
Date: 05-06-2024

BACKGROUND

Creekwood Subdivision, a subdivision located in located in Section 13, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma, an approximately 4.20 acres more or less with 12 lots.

The Creekwood Subdivision Final Plat was recommended to the Coweta City Council for approval by the Coweta Planning Commission on April 15, 2024. This plat is on the May 6, 2024 City Council agenda for approval.

The following Resolution 2024-14 is for a 50-foot Road Right-of-Way easement, accepting as dedicated additional width for future public ROW improvements as shown on the Creekwood Subdivision Final Plat within the City of Coweta, Oklahoma. The additional road right-of-way to be dedicated/accepted was reviewed by engineering and planning as per the Coweta Subdivision Regulations.

STAFF RECOMMENDATION

Staff, having met all requirements as established by the Subdivision Regulations, recommend acceptance of the public improvements the 50-foot right-of-way as shown on the Creekwood Subdivision Final Plat.

ATTACHMENTS

1. Resolution No. 2024-14
2. Final Plat Creekwood Subdivision

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-14**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS A 50-FOOT RIGHT-OF-WAY AS SHOWN ON THE FINAL PLAT FOR CREEKWOOD SUBDIVISION, LOCATED IN SECTION 13, TOWNSHIP 17 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

WHEREAS, a 50-foot right-of-way accepting as dedicated public improvements as shown on the Creekwood Subdivision Final Plat development within the City of Coweta, Oklahoma; 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 Coweta City Council that the 50-foot Right-of-Way in the Creekwood Subdivision is formally accepted by the City of Coweta as public infrastructure.

PASSED BY THE CITY COUNCIL FOR THE CITY OF COWETA, OKLAHOMA, and signed by the Mayor this 6th Day of May, 2024.

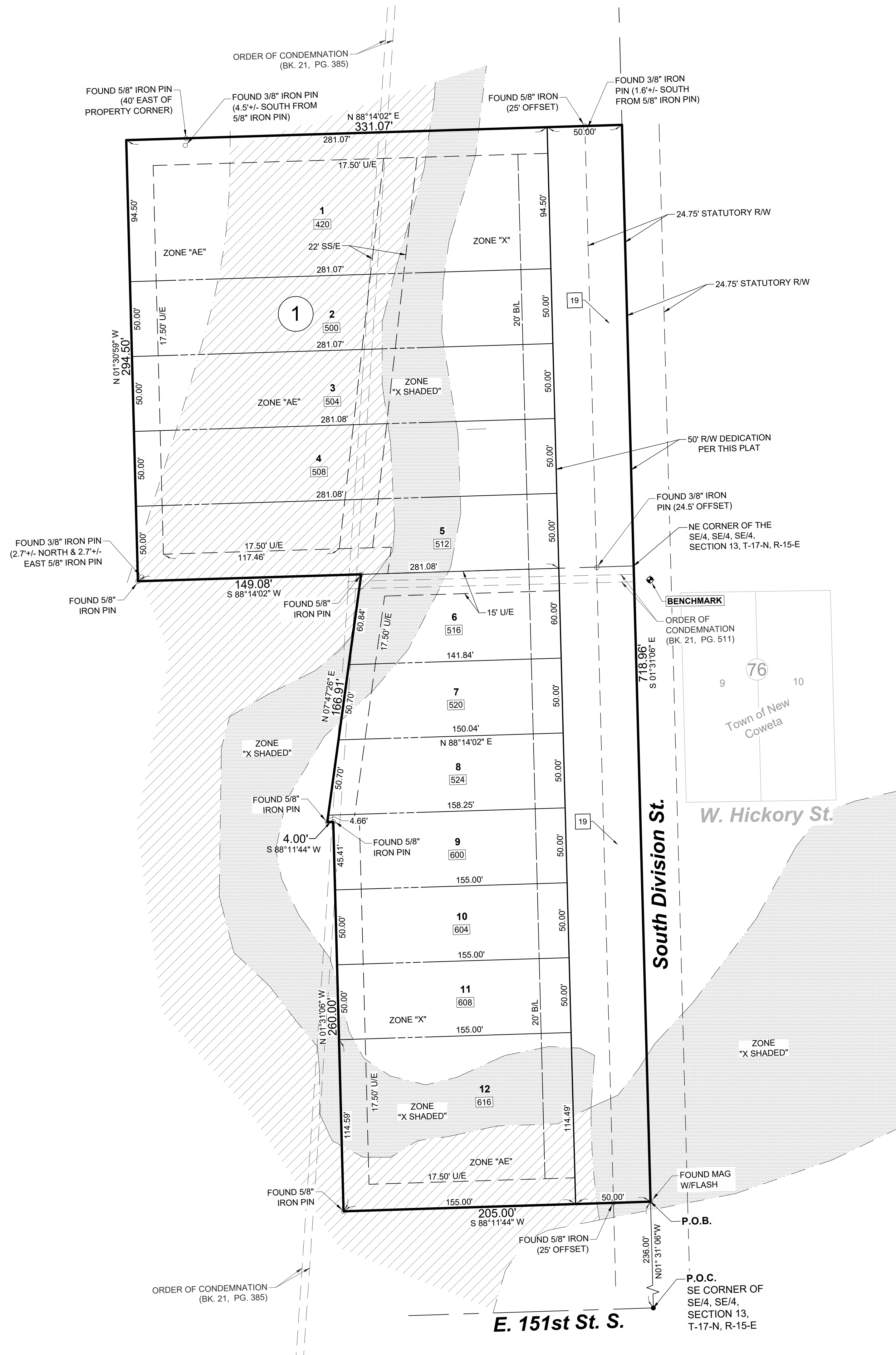
Naomi Hogue, Mayor

Attest:

Approved as to form:

Marcy Kilgore, City Clerk

Jeff Stephens, City Attorney



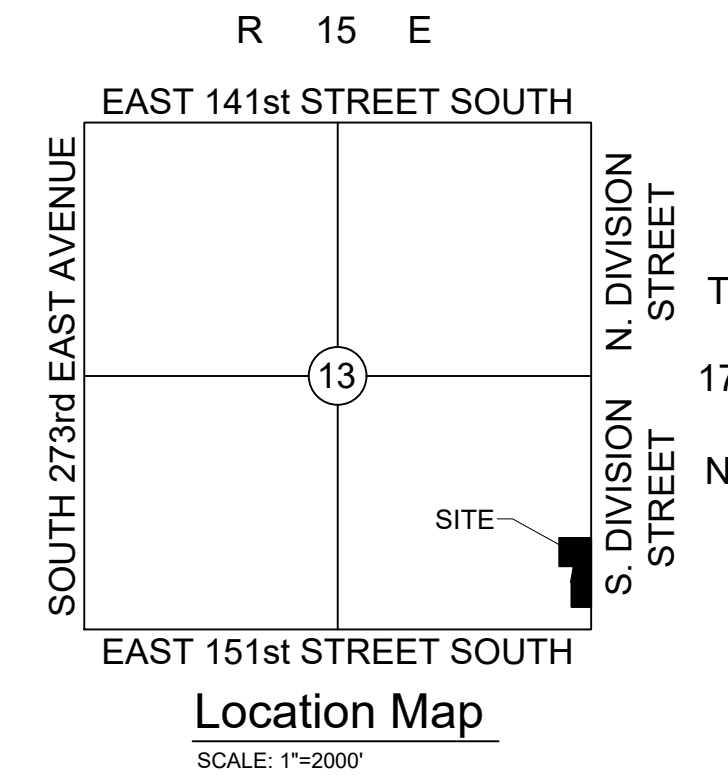
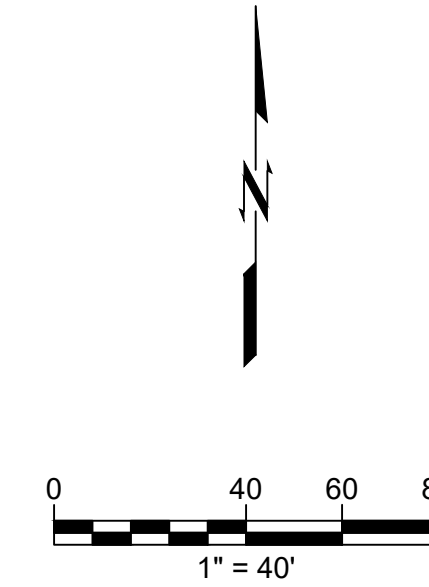
CREEKWOOD SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION THIRTEEN (13),
TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Fish Residential, LLC
200 Blue Sage Court
Irving, Texas, 75063-3362
CONTACT: DEBBIE NORMAN-DAVIS
CORRESPONDENCE ADDRESS:
P.O. Box 457 Ketchum Oklahoma 74349
email: debbie@debbienorman.us

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2025
DANNY BALDWIN P.E.
danny.baldwin@wallace.design

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



EXCEPTIONS FROM ALTA

12 EASEMENT IN FAVOR OF THE TOWN OF COWETA, DATED MAY 5, 1928, FILED MAY 18, 1928, AND RECORDED IN VOL 195 AT PAGE 624. TR 1-10 (AFFECTS SUBJECT PROPERTY AS A BLANKET)

19 ENCROACHMENT OF S. DIVISION STREET ALONG THE EAST PROPERTY LINES OF ALL TRACTS BUT TRACT 2 AS SHOWN ON THE ALTA SURVEY OF THE SUBJECT PROPERTIES PREPARED BY HEARTLAND SURVEYING & MAPPING, PLLC, LS #1686, DATED JULY 6, 2023 (ROADWAY FALLS WITHIN 24.75' STATUTORY SECTION LINE RIGHT OF WAY)

Lot Area Table (Block 1)		
Lot #	Area	(ACRE)
1	26,561.22	0.61
2	14,053.68	0.32
3	14,053.76	0.32
4	14,053.85	0.32
5	14,053.15	0.32
6	8,215.23	0.19
7	7,297.13	0.17
8	7,707.21	0.18
9	7,766.59	0.18
10	7,749.94	0.18
11	7,749.94	0.18
12	17,753.79	0.41

SITE NOTE:

AN 8" PUBLIC SANITARY SEWER LINE EXISTS WEST OF THE PROPERTY LINE, ADJACENT TO THE SCOTT ADDITION

LEGEND

B/L = BUILDING SETBACK
R/W = RIGHT-OF-WAY
U/E = UTILITY EASEMENT
SS/E = SANITARY SEWER EASEMENT
BK/P.G. = BOOK/PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

XXXX ADDRESS

① BLOCK NUMBER

2 LOT NUMBER

○ IRON PIN FOUND

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS TWELVE (12) LOTS IN ONE (1) BLOCK.
SUBDIVISION CONTAINS 182,964 SF (4.20 ACRES)
R/W BEING DEDICATED BY PLAT CONTAINS 35,949 SF (0.83 ACRES)
PROPERTY ZONED "RS-3"

MONUMENTATION

MONUMENTATION FOUND AS NOTED
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

BENCHMARK

3/8" IRON PIN
ELEV=607.64
N=352902.809
E=2662680.171

BASIS OF BEARINGS

HORIZONTAL DATUM BASED UPON OKLAHOMA STATE PLANE
COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE 3501.
VERTICAL DATUM NAVD 1988 GPS DATA

ADDRESS NOTE

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0260H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) SHADED, ZONE (AE) AND ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE INSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

SURVEYOR'S LAST SITE VISIT:

11/2/23

ORIG SIZE:24"x36"

PLOT:4/12/24

\\civl-server\projects\2340545 Division Street Subdivision - Coweta\dwg\PRODUCTION\Plan\2340545 DOD.dwg

FINAL PLAT

CREEKWOOD SUBDIVISION
DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

FISH RESIDENTIAL, LLC. HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4, SE/4) OF SECTION THIRTEEN (13), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION THIRTEEN (13); THENCE N01°31'06"W AND ALONG THE EAST LINE OF SAID SECTION THIRTEEN (13) FOR A DISTANCE OF 236.00 FEET TO THE POINT OF BEGINNING; THENCE S88°11'44"W FOR A DISTANCE OF 205.00 FEET; THENCE N01°31'06"W FOR A DISTANCE OF 260.00 FEET; THENCE S88°11'44"W FOR A DISTANCE OF 4.00 FEET; THENCE N07°47'26"E FOR A DISTANCE OF 166.91 FEET; THENCE S88°14'02"W FOR A DISTANCE OF 149.08 FEET; THENCE N01°30'59"W FOR A DISTANCE OF 294.50 FEET; THENCE N88°14'02"E FOR A DISTANCE OF 331.07 FEET TO A POINT ON THE EAST LINE OF SAID SECTION THIRTEEN (13); THENCE S01°31'06"E AND ALONG THE EAST LINE OF SAID SECTION THIRTEEN (13) FOR A DISTANCE OF 718.96 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 182,964 SQUARE FEET OR 4.20 ACRES MORE OR LESS.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER HEREBY DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED 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 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 EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND RE-LAY AND REPAIR WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, RE-LAYING AND REPAIRING ON, OVER, AND ACROSS THE UTILITY EASEMENTS DEPICTED ON THE PLAT WITHIN THE PROPERTY OWNED BY THE PARTICULAR OWNER FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT 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, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENT OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND 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.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE 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 OVERHEAD AND/OR UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THE OWNER'S AGENTS OR CONTRACTORS.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS, WATERLINE, SANITARY SEWER, AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF COWETA WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. WITHIN THE UTILITY AND WATERLINE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDGMENT OF THE CITY OF COWETA, INTERFERE WITH PUBLIC WATER MAINS, SHALL BE PROHIBITED WITHIN THE U/E AND WATERLINE EASEMENT AREAS.

4. THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER MAIN, WATER MAIN, AND STORM SEWERS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNERS AGENTS AND/OR CONTRACTORS.

5. THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED SANITARY SEWER AND STORM SEWER EASEMENTS DEPICTED UPON 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 SANITARY SEWER, WATER, OR STORM SEWER FACILITIES.

6. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

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 OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

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

3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

THE LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. THE LOT OWNER SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE OWNER'S LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF COWETA, OKLAHOMA.

F. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORMSEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF COWETA, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

G. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY OF COWETA, OKLAHOMA UNTIL CONSTRUCTION OF THE REQUIRED INFRASTRUCTURE (STREETS, WATER, SANITARY SEWER, STORM SEWER SYSTEMS AND SIDEWALKS) SERVING THE ENTIRE SUBDIVISION HAS BEEN COMPLETED AND ACCEPTED BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE ISSUANCE OF A TEMPORARY CERTIFICATE OF OCCUPANCY IF, IN THE CITY'S SOLE DISCRETION, THE CIRCUMSTANCES SUPPORT THE ISSUANCE. FURTHER NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION, AND IF PHASING IS AUTHORIZED, A CERTIFICATE OF OCCUPANCY FOR A BUILDING WITHIN AN AUTHORIZED PHASE MAY ISSUE UPON THE COMPLETION AND ACCEPTANCE OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. BUILDING CONSTRUCTION OCCURRING PRIOR TO THE CITY'S ACCEPTANCE OF THE INFRASTRUCTURE SHALL BE AT THE RISK OF THE OWNER OF THE LOT, NOTWITHSTANDING THE ISSUANCE OF A BUILDING PERMIT OR OF A TEMPORARY CERTIFICATE OF OCCUPANCY.

SECTION II. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I, STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS APPLICABLE AND APPROVED BY THE COWETA PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF COWETA, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. 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.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS EXECUTED THIS DEED OF DEDICATION.

FISH RESIDENTIAL, LLC., AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____

MANAGING MEMBER

STATE OF OKLAHOMA)

) SS.

COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2023, BY THOMAS J. CARLSON AS MANAGING MEMBER OF FISH RESIDENTIAL, LLC., A OKLAHOMA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT OF WALLACE DESIGN COLLECTIVE, 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "CREEKWOOD SUBDIVISION" IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED.



R. WESLEY BENNETT, PLS
OK PLS 1562

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 R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

CERTIFICATE OF THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

THE _____ OFFICE OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY HAS APPROVED THIS PLAT FOR THE USE OF _____, 2024, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

SIGNED _____

ENVIRONMENTAL PROGRAM SPECIALIST

_____ OFFICE

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

CERTIFICATE OF COWETA PLANNING COMMISSION

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUBDIVISION "CREEKWOOD SUBDIVISION" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CERTIFICATE OF APPROVAL

I, AS CHAIRMAN OF THE COWETA PLANNING COMMISSION DO CERTIFY THAT THE PROPOSED SUBDIVISION "CREEKWOOD SUBDIVISION" HAS BEEN PROCESSED THROUGH THE COWETA PLANNING COMMISSION WITH APPROVAL FOR ACCEPTANCE.

CHAIRMAN

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA CITY COUNCIL ON _____, 20 ____.

MAYOR OR VICE-MAYOR

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

CITY CLERK

WAGONER COUNTY TREASURER

WAGONER COUNTY CLERK

CERTIFICATE OF THE WAGONER COUNTY TREASURER

I DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED "CREEKWOOD SUBDIVISION".

DATE: _____

WAGONER COUNTY TREASURER

CERTIFICATE OF THE WAGONER COUNTY CLERK

I, WAGONER COUNTY CLERK, DO HERE NOW STATE THAT THE SUBDIVISION CALLED "CREEKWOOD SUBDIVISION" HAS BEEN FILED INTO THE WAGONER COUNTY RECORDS.

DATE: _____

WAGONER COUNTY CLERK



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: Spradlin Estates Phase II Amended Final Plat
Date: 05-06-2024

BACKGROUND

Applicant

The applicant, Abundant Rain Ministries Inc., Developer; RK & Associates PLC, Engineer; for the Spradlin Estates Phase II Amended Final Plat, a subdivision of approximately 2.70 acres more or less with 8 lots.

The number of lots on the final plat for Spradlin Estates Phase II Amended was reduced from 9 lots to 8 lots to create Reserve Area A to be utilized as a park for the benefit of the Spradlin Estates Phase I Association and Spradlin Estates Phase II Association.

Case Facts

- The property is located in Section 1, Township 17 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned for medium-intensity Residential Single-Family (RS-2).
- The property legal description: A tract of land situated in the SW1/4 NW1/4 of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows: commencing at the SW corner of the SW1/4 NW1/4 of said Section 1, thence due north along the west line thereof a distance of 250.00 feet; thence N89°45'53"E parallel to the south line of the NW1/4 a distance of 496.75 feet to the point of beginning; thence S7°21'15"E a distance of 251.94 feet; thence N89°45'53"E a distance of 505.79 feet; thence N12°00'16"W a distance of 74.91 feet; thence N29°58'52"W a distance of 125.00 feet; thence N40°20'49"W a distance of 89.09 feet; thence S89°45'53"W a distance of 402.32 feet to the Point of Beginning. Containing 2.70 acres, more or less.
- A public hearing was held April 15, 2024, by the Coweta Planning Commission for the Spradlin Estates Phase II Amended Final Plat. After review, the Planning Commission made a recommendation to the City Council for approval of the Spradlin Estates Phase II Amended Final Plat.
- The public infrastructure was already accepted when the Final Plat was approved on the initial Phase II.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- D. 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.

13-4-4 Final Plat:

- H. Approval and recording of plats required. No plat or other land subdivision instrument shall be filed in the office of the County Clerk until it shall have been given final plat approval by the Planning Commission and by the City Council as required. The approved final plat shall remain with the City planning office until the completion of, and acceptance or approval by, the City Council on all improvements or all security requirements have been submitted and approved. After acceptance, the plat will be released for filing/recording by the subdivider. The subdivider shall return a copy of the recorded plat with copies as defined herein. All final plats shall be filed within one year of the approval of the City Council, and no lots shall be sold from any plat until recorded. Failure to record the plat within one year of the date of the City Council approval shall void all approvals thereto.

STAFF RECOMMENDATION

Staff recommends approval of the Spradlin Estates Phase II Amended Final Plat.

ATTACHMENTS

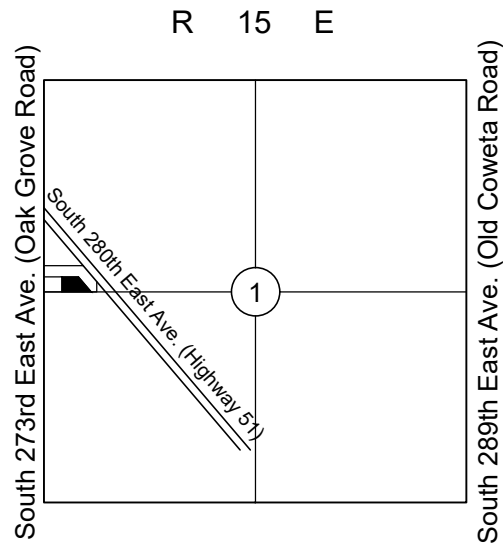
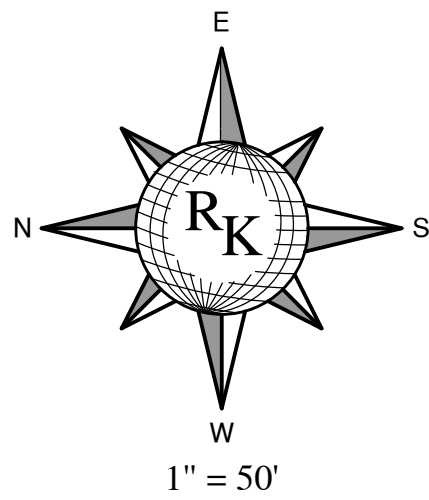
1. Spradlin Estates Phase II Amended Final Plat

SPRADLIN ESTATES II AMENDED

AN ADDITION IN THE SW CORNER OF THE NW1/4
OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST, I.B.&M.,
CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA
BLOCK 1, LOT 6
BLOCK 2, LOTS 6-12

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE I.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.70 ACRES, MORE OR LESS.



LOCATION MAP

TOTAL ACRES = 2.70
LOT TOTAL = 9

BASIS OF BEARINGS

Bearings are assumed. Based on the west line of the NW/4 of Section 1, R - 15 - E, T - 17 - N equals N 00° 00' 00" E.

SURVEYOR

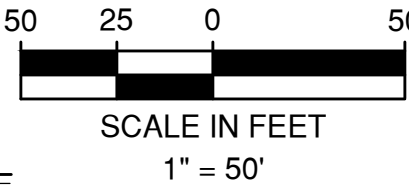
Heartland Surveying
600 Emporia St. Ste. "C"
Muskogee, Oklahoma 74401
Office: (918) 682-7796
Certificate of Authorization No. 4849
Expires June 30, 2025

OWNERS

Abundant Rain Ministries Inc.
12425 South 273rd East Ave.
Coweta, OK 74429
Attn: Ron Spradlin
Phone: (918) 902-7201
e-mail: Spradlin1@aol.com
and
BGreen Homes, LLC.
924 South Joshua Ave.
Broken Arrow, OK 74102
Attn: Robert E.A. Green (Manager)
Phone: (918) 398-5262
e-mail: bobby@bgreenhomes.com

ENGINEER

RK & Associates, PLC
9910 South Hudson Place
Tulsa, Oklahoma 74137
Phone: (918) 277-4784
e-mail: rkosman@sbcglobal.net
Certificate of Authorization No. 4831
Expires June 30, 2025



LEGEND

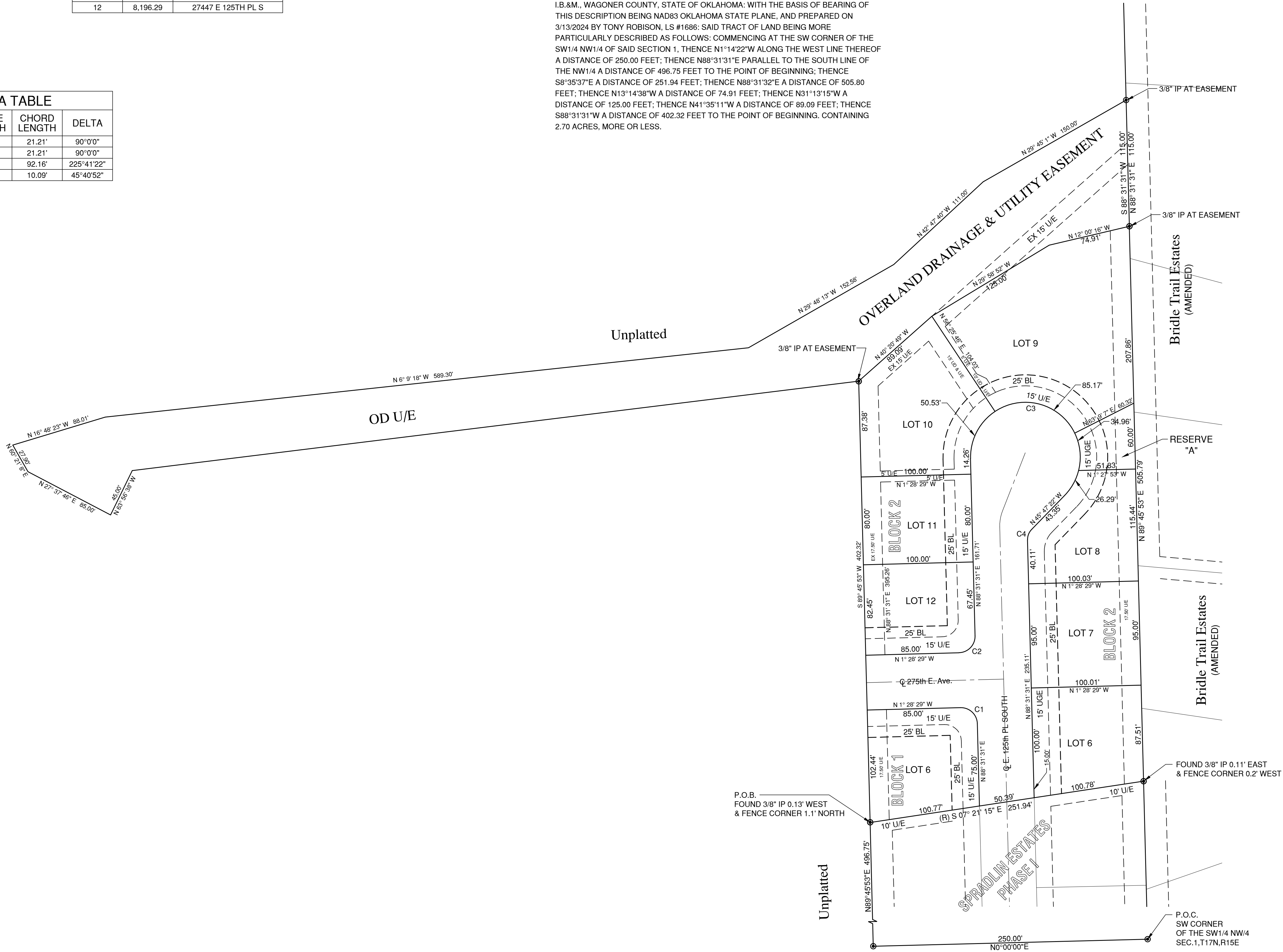
U/E	= UTILITY EASEMENT
W/E	= WATER LINE EASEMENT
L/E	= LANDSCAPE EASEMENT
UGE	= UNDERGROUND DRAINAGE EASEMENT
R/W	= RIGHT OF WAY
BL	= BUILDING LINE
LNA	= LIMITS OF NO ACCESS
ACC	= LIMITS OF ACCESS
POB	= POINT OF BEGINNING
OD U/E	= OVERLAND DRAINAGE & UTILITY EASEMENT
F/E	= FENCING EASEMENT
P R/W	= PIPE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

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 1 OF 3

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

BLOCK 2 SQUARE FEET		
LOT NO.	SQ. FT.	ADDRESS
6	9,375.92	27410 E 125TH PL S
7	9,501.98	27436 E 125TH PL S
8	8,648.06	27480 E 125TH PL S
9	22,311.61	27496 E 125TH PL S
10	12,441.00	27491 E 125TH PL S
11	7,999.91	27477 E 125TH PL S
12	8,196.29	27447 E 125TH PL S

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



DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, T17N, R15E OF THE 1.B.&M., WAGONER COUNTY, STATE OF OKLAHOMA; WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 3/13/2024 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW1/4 NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE S8°35'37"E A DISTANCE OF 251.94 FEET; THENCE N88°31'32"E A DISTANCE OF 505.80 FEET; THENCE N13°14'38"W A DISTANCE OF 74.91 FEET; THENCE N31°13'15"W A DISTANCE OF 125.00 FEET; THENCE N41°35'11"W A DISTANCE OF 89.09 FEET; THENCE S88°31'31"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING, CONTAINING 2.70 ACRES, MORE OR LESS.

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

SECTION I
STREETS, EASEMENTS & UTILITIES

A. STREETS AND UTILITY EASEMENTS

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

B. ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICE

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

C. WATER SERVICE, SANITARY SEWER AND STORM SEWERS

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

D. GAS SERVICE

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

E. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

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

F. LIMITS OF NO ACCESS

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

G. SITE PLAN REVIEW AND COMPLIANCE WITH APPROVED PLANS

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

H. DEFINITIONS

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

SECTION II
RESTRICTIONS & COVENANTS

A. ARTICLE 1 - ARCHITECTURAL COMMITTEE PLAN REVIEW

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

B. ARTICLE 2 - DWELLINGS AND LOT IMPROVEMENTS

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

SECTION III
HOME OWNERS ASSOCIATION

A. FORMATION

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

SECTION IV
DEVELOPERS RESERVED RIGHTS

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

SECTION V
ENFORCEMENT

A. GOVERNING DOCUMENTS

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

B. ENFORCEMENT

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

C. CORRECTION ASSESSMENT

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

SECTION VI
MISCELLANEOUS AMENDMENT

A. NO WAIVER

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

B. SEVERABILITY

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

C. DISCLAIMER OF WARRANTY

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

D. BINDING EFFECT; AMENDMENT

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

SECTION VII
OVERLAND DRAINAGE & UTILITY EASEMENT

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

i) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE KEPT FREE OF LITTER.

ii) THE OVERLAND DRAINAGE & UTILITY EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING 2 WEEKS.

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

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

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

2. ALL FRENCH DRAIN FACILITIES CONSTRUCTED WITHIN THE UNDERGROUND DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER/DEVELOPER OR THE LAND OCCUPIED BY THE UNDERGROUND DRAINAGE EASEMENT MAY BE DEDICATED TO THE HOMEOWNERS ASSOCIATION IN THE FUTURE. MAINTENANCE SHALL BE PERFORMED BY THE OWNER/DEVELOPER TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED GROUND WATER FUNCTION INCLUDING REPAIR OF EROSION AND APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATION, AND PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE UNDERGROUND DRAINAGE EASEMENT AREA. MAINTENANCE SHALL BE AT THE COST OF THE APPLICABLE OWNER/DEVELOPER OR IF DEDICATED TO THE HOMEOWNERS ASSOCIATION AS SET FORTH IN SECTION III.

3. IN THE EVENT THE UNDERGROUND DRAINAGE EASEMENT AREA AND ALL INFRASTRUCTURE THEREIN SHOULD FAIL TO BE MAINTAINED AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE DRAINAGE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE UNDERGROUND DRAINAGE UTILITY EASEMENT AND FRENCH DRAIN LOCATED THEREIN ARE MAINTAINED BY THE CITY OF COWETA AND THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION, IF AFTER RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE APPLICABLE TO THE UNDERGROUND DRAINAGE EASEMENT AND FRENCH DRAIN AS ABOVE SET FORTH, THE CITY OF COWETA, OK, MAY FILE AND RECORD AT THE WAGONER COUNTY CLERK'S OFFICE A COPY OF THE STATEMENT OF COSTS. THEREAFTER, THE COSTS SHALL BE A LIEN AGAINST THE OWNER/DEVELOPER OR THE HOMEOWNERS ASSOCIATION FOR SPRADLIN ESTATES I & II IF THE AREA HAS BEEN DEDICATED TO THE HOA.

SECTION VIII
RESERVE "A"

1. RESERVE " A " SHALL BE USED AS A PARK FOR THE BENEFIT OF THE OF " SPRADLIN ESTATES PHASE I" AND THIS AMENDED PLAT " SPRADLIN ESTATES II-AMENDED " . THE SPRADLIN ESTATES ASSOCIATION INC. AND SPRADLIN ESTATES II ASSOCIATION INC WILL BE RESPONSIBLE FOR THE DEVELOPMENT, MAINTENANCE AND RULES ASSOCIATED WITH THIS SITE.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ABUNDANT RAIN MINISTRIES INC. AND BGREEN HOMES, LLC, ARE THE OWNERS AND THE PERSON PERSONS HAVING ANY RIGHT, TITLE OR INTERESTS TO SPRADLIN II AMENDED.

WE FURTHER CERTIFY THAT WE HAVE CAUSED SPRADLIN II TO BE AMENDED AND STREETS. WE HEREBY DESIGNATE SAID TRACT OF LAND AS **SPRADLIN ESTATES II AMENDED** AND DEDICATE TO PUBLIC USE ALL STREETS AND EASEMENTS HEREON, THIS ____ DAY OF _____, 2024.

RONALD T. SPRADLIN, PRESIDENT

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

ROBERT E.A. GREEN, MANAGER

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY

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

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

TONY ROBISON, LAND SURVEYOR 1686

STATE OF OKLAHOMA)
)SS
COUNTY OF WAGONER)

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COWETA PLANNING COMMISSION

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

CHAIRMAN

CERTIFICATE OF CITY OF COWETA

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

BY _____
MAYOR OR VICE MAYOR

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

BY _____
CITY CLERK

CERTIFICATE OF WAGONER COUNTY CLERK

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

COUNTY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL OF THE AD VALOREM TAXES HAVE BEEN PAID TO AND INCLUDING 2024.

DATED THIS ____ DAY OF _____, 2024

COUNTY TREASURER

FINAL PLAT
Spradlin Estates II AMENDED, City of Coweta
March 13th, 2024
SHEET 3 OF 3