



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, SEPTEMBER 9, 2024, 6:00 PM**

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. CITY MANAGER REPORT

VI. NEW EMPLOYEE INTRODUCTIONS

NOAH NIPPS – 08/15/2024 WATER MAINTENANCE

SIERRA RALEY – 08/15/2024 PT LIBRARY CLERK

ANITA LEE – 09/03/2024 FT ADMIN ASSISTANT COMMUNITY DEVELOPMENT

KEATON DONATHAN – 09/03/2024 FIREFIGHTER

VII. PROCLAMATIONS/PRESENTATIONS

1. DONATION OF PROPERTY

PRESENTATION BY DAN SIMON REGARDING AN OFFER TO DONATE REAL PROPERTY TO THE CITY OF COWETA:

1. 63 ACRES ON THE ARKANSAS RIVER
2. APPROXIMATELY ONE (1) ACRE LOCATED AT STATE HIGHWAY 51 AND 111TH

STREET S

Documents:

[ARKANSAS RIVER PARCEL.PDF](#)
[COWETA51 AMENDED PRELIMINARY LOT 4.PDF](#)

2. POLICE STATION SITE

PRESENTATION BY DAN SIMON REGARDING A POSSIBLE SITE FOR THE COWETA POLICE DEPARTMENT.

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 REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON AUGUST 5, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[240805-COUNCIL MINUTES.PDF](#)

2. SURPLUS PROPERTY (K9 PREACHER)

APPROVAL OF A DECLARATION AS SURPLUS PROPERTY RETIRED K-9 RESCUE DOG PREACHER AND DIRECTION TO THE CITY MANAGER TO DISPOSE OF SUCH SURPLUS PROPERTY APPROPRIATELY. (BRIAN WOODWARD, FIRE CHIEF)

Documents:

[240909-STAFF REPORT FOR PREACHER.PDF](#)
[PREACHER SURPLUS FORM.PDF](#)

3. HYDRAULIC RAMS SURPLUS

APPROVAL OF A DECLARATION OF SURPLUS ON THREE HYDRAULIC T-N-T RAMS AND AUTHORIZATION FOR THE CITY MANAGER TO DISPOSE OF ACCORDINGLY. (BRIAN WOODWARD, FIRE CHIEF)

Documents:

[240909-STAFF REPORT TO SURPLUS 3 HYDRAULIC RAMS.PDF](#)
[3 HYDRAULIC RAMS SUPPLUS FORM.PDF](#)

IX. CONSIDER ITEMS REMOVED FROM CONSENT

X. ADMINISTRATION

1. METROPOLITAN ENVIRONMENTAL TRUST

DISCUSS AND RECONSIDER CONTINUED PARTICIPATION IN THE METROPOLITAN ENVIRONMENTAL TRUST AND CONSIDER APPROVAL OF THE PAYMENT OF THE FISCAL YEAR 2024-2025 ANNUAL ASSESSMENT UP TO AN AMOUNT OF \$27,704.00. (JULIE CASTEEN, CITY MANAGER)

Documents:

2. METROPOLITAN ENVIRONMENTAL TRUST REPRESENTATION
APPROVAL OF THE APPOINTMENT OF MCKAY HALE, ASSISTANT CITY MANAGER, AS THE CITY'S REPRESENTATIVE TO THE METROPOLITAN ENVIRONMENTAL TRUST BOARD OF DIRECTORS. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240909-STAFF REPORT- M.E.T. REPRESENTATIVE.PDF](#)

3. NUISANCE ABATEMENT FOR TALL GRASS
DISCUSS AND CONSIDER ACTION ON A REQUEST FROM RANDY SCOTT TO DISMISS ASSESSMENTS RELATED TO TALL GRASS NUISANCE ABATEMENTS ON THE FOLLOWING SEVEN (7) PARCELS OF LAND NEAR STATE HIGHWAY 51 AND 127TH ST SOUTH: 730026869 - \$124.20; 730026860 - \$118.45; 730026868 - \$118.45; 730026861 - \$118.45; 730026866 - \$118.45; 730026863 - \$118.45; 730026865 - \$118.45; TOTAL: \$834.90. (JULIE CASTEEN, CITY MANAGER)

Documents:

[240909-STAFF REPORT - RANDY SCOTT ABATEMENT.PDF](#)

4. PURCHASE OF A 2024 CATERPILLAR ASPHALT ROLLER
DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A 2024 CATERPILLAR ASPHALT ROLLER FROM WARREN CAT FOR THE STREETS DEPARTMENT AT A COST NOT TO EXCEED \$30,965.00, UTILIZING WARREN CAT SOURCEWELL CONTRACT #011723-CAT, FUNDED IN ACCOUNT 12-5404.015. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

[240909- STAFF REPORT PWA STREETS 2024 CATERPILLAR ASPHALT ROLLER.PDF](#)
[WARREN CAT QUOTE.PDF](#)

5. PURCHASE OF A 2024 CATERPILLAR MINI EXCAVATOR
DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A 2024 CATERPILLAR MODEL 305 HYDRAULIC MINI EXCAVATOR AND ATTACHMENTS FROM WARREN CAT FOR THE STREETS DEPARTMENT AT A COST NOT TO EXCEED \$98,763.00, UTILIZING SOURCEWELL CONTRACT #011723-CAT, FUNDED IN ACCOUNT 12-5404.015. (RONNY DOOLING, PUBLIC WORKS DIRECTOR)

Documents:

[240909- STAFF REPORT PWA STREETS 2024 CATERPILLAR MINI EXCAVATOR.PDF](#)
[WARREN CAT- MINI EXCAVATOR QUOTE.PDF](#)

6. PURCHASE OF POLICE VEHICLES
DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF TWO (2) DODGE DURANGOS AND ONE (1) CHEVROLET POLICE TAHOE WITH THE ESTIMATED COST OF \$155,038.48 UNDER STATE OF OKLA CONTRACT #SW035. THE PURCHASE WILL BE FUNDED IN THE ACCOUNT 12-5403-007. (MICHAEL BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT PURCHASE OF POLICE DODGE DURANGOS AND TAHOE.PDF](#)
[JOHN VANCE DODGE DURANGOS.PDF](#)
[JOHN VANCE TAHOE.PDF](#)

7. PURCHASE OF POLICE VEHICLE EQUIPMENT

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF EMERGENCY EQUIPMENT OUTFITTING TWO (2) DODGE DURANGOS AND ONE (1) CHEVROLET POLICE TAHOE FOR AN ESTIMATED AMOUNT OF \$68,030.31. THE FUNDS FOR THIS PURCHASE WILL COME OUT OF CAPITAL IMPROVEMENT BUDGET 12-5404-007. (MICHAEL BELL, CHIEF OF POLICE)

Documents:

[STAFF REPORT DODGE DURANGO AND CHEVROLET POLICE TAHOE EQUIPMENT 24.PDF](#)
[MOTOROLA SOLUTIONS.PDF](#)
[MEEKS GROUP.PDF](#)
[MUSKOGEE COM 3 LOW BAND RADIOS.PDF](#)
[VISUAL FORCE EQUIPMENT FOR TAHOE.PDF](#)
[VISUAL FORCE EQUIPMENT FOR DURANGO \(1\).PDF](#)

8. REVIEW AND APPROVE WINDSTREAM ADDENDUM AGREEMENT

DISCUSSION AND POSSIBLE ACTION ON THE APPROVAL OF THE ADDENDUM OF AGREEMENT WITH WINDSTREAM AFFECTING THE E911 SYSTEM AND AUTHORIZING THE MAYOR TO ACCEPT AND SIGN ALL DOCUMENTS. (MIKE BELL, CHIEF OF POLICE)

Documents:

[WINDSTREAM ADDENDUM AGREEMENT SEPT 2024.DOCX](#)
[204967380-CUSTOMSPECIAL-MUL-OTC-20240809_1723211346.PDF](#)
[ADDENDUM -RATE GUARANTEE-CITY OF COWETA 911.PDF](#)
[ADDENDUM --LOSS OF FUNDING--CITY OF COWATA.PDF](#)

9. AWARD OF BID - WIRELESS HEADSET COMMUNICATION DEVICES

DISCUSS AND CONSIDER ACTION ON AN AWARD OF BID TO CHICKASAW PERSONAL COMMUNICATIONS, THE LOWEST RESPONSIBLE BIDDER, IN THE AMOUNT OF \$40,659.90 FOR THE ACQUISITION AND INSTALLATION OF WIRELESS HEADSET COMMUNICATION DEVICES AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A CONTRACT AND ANY OTHER DOCUMENTS RELATED TO THE ACQUISITION AND SERVICES TO BE PROVIDED. (BRIAN WOODWARD, FIRE CHIEF)

Documents:

[240909-STAFF REPORT CHICKASAW PERSONAL COMMUNICATIONS.PDF](#)
[CHICKASAW PERSONAL COMMUNICATIONS.PDF](#)

10. RESOLUTION 2024-36 REGARDING BUDGET AMENDMENTS FY25

DISCUSS AND CONSIDER APPROVAL ON THE ADOPTION OF RESOLUTION 2024-36, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA; OKLAHOMA ADOPTING AMENDMENTS TO THE ANNUAL REVENUES AND APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA, OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025. (MCKAY HALE, ASSISTANT CITY MANAGER)

Documents:

[240909-SUPPLEMENTALS STAFF REPORT - GOVT RESO 36.PDF](#)
[240909-SUPPLEMENTALS RESO 2024-36-GOVT.PDF](#)

11. RESOLUTION 2024-37 - ACCEPTING INFRASTRUCTURE THE WOODS III, BLK10-17

DISCUSSION AND POSSIBLE ACTION ON THE ADOPTION OF RESOLUTION 2024-37, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING, SANITARY SEWER, AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE WOODS III BLOCKS 10-

17, A SUBDIVISION OF APPROXIMATELY 37.321 ACRES MORE OR LESS WITH 121 LOTS. PART OF PLANNED UNIT DEVELOPMENT PUD NO. R 13-02, WITH RS-2 RESIDENTIAL SINGLE FAMILY AND RM-1 RESIDENTIAL MULTI-FAMILY ZONING. LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

Documents:

[240909 ACCEPTANCE FINAL THE WOODS III STAFF REP.PDF](#)
[RESOLUTION NO. 2024-37 THE WOODS PHASE III.PDF](#)
[22008_20240703_ THE WOODS BLOCKS 10-17 RECORDED PLAT_REDUCED.PDF](#)
[THE WOODS 3 MAINTENANCE BOND SANITARY SEWER.PDF](#)
[THE WOODS 3 MAINTENANCE BOND STORM SEWER.PDF](#)
[THE WOODS 3 MAINTENANCE BOND PAVING.PDF](#)

12. ORDINANCE 887 - MORATORIUM ON MINI-STORAGE / RV STORAGE USES IN COMMERCIAL DISTRICT

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF ORDINANCE 887, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA DECLARING A MORATORIUM ON PERMITTING OF MINI-STORAGE AND RECREATIONAL VEHICLE (RV) STORAGE USES WITHIN NEIGHBORHOOD COMMERCIAL (CN), GENERAL COMMERCIAL (CG), AND HIGH INTENSITY COMMERCIAL (CH) ZONING DISTRICTS WITHIN THE CITY; PROVIDING AN IMMEDIATE EFFECTIVE DATE FOR THE MORATORIUM AND A REPEAL DATE OF MONDAY, SEPTEMBER 8, 2025; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[240909 MINI-STORAGE MORATORIUM STAFF REPORT.PDF](#)
[CITY OF COWETA MINI STORAGE AND RV STORAGE FACILITIES.PDF](#)
[CITY OF COWETA MINI STORAGE AND RV STORAGE FACILITIES MAP.PDF](#)
[FINAL MINI AND RV-STORAGE MORATORIUM ORDINANCE 887.PDF](#)

13. DECLARATION OF AN EMERGENCY ORDINANCE 887

DISCUSS AND CONSIDER ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE NO. 887, MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL. (CAROLYN BACK - COMMUNITY DEVELOPMENT DIRECTOR)

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.



3-2515-43
Acres - UHEL

US 80

258.43 ft

295.39 ft

N 140 Rd

OK

Wagoner

63.15 ac

829.57 ft

2450.91 ft

056

100m

3000

Preliminary Re-Plat

LOT 4, BLOCK 1 AND RESERVE "A," "B" AND "C" AND LOT 5, BLOCK 1

Amended Coweta51 Addition

AN ADDITION IN WAGONER COUNTY, OKLAHOMA, A SUBDIVISION IN THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4 SECTION 26, T-18-N, R-15-E OF THE I.B. & M.

DEED OF DEDICATION AND STATEMENT OF RESTRICTIVE COVENANTS

REPLAT LOT FOUR (4), BLOCK ONE (1), RESERVE "A," "B" AND "C" AND LOT FIVE (5) AMENDED COWETA51 ADDITION

WHEREAS, HWAY 51 GROUP, AN OKLAHOMA PARTNERSHIP, IS THE OWNER IN FEE SIMPLE TO THE FOLLOWING DESCRIBED PROPERTY IN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS ALL OF LOT FOUR (4), BLOCK ONE (1), RESERVE "A," "B" AND "C" "AMENDED COWETA51 ADDITION", AN ADDITION IN THE SOUTHWEST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) AND THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF RESERVE "B," "AMENDED COWETA51 ADDITION"; S40 SOUTHEAST CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST 111TH STREET SOUTH THENCE S 88°40'30" W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 262.04 FEET; THENCE N 87°08'13" W A DISTANCE OF 306.02 FEET; THENCE N 60°14'01" E A DISTANCE OF 215.76 FEET; THENCE N 29°47'40" W AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF OKLAHOMA STATE HIGHWAY 51 A DISTANCE OF 412.57 FEET; THENCE S 60°12'11" W A DISTANCE OF 282.83 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OKLAHOMA STATE HIGHWAY 51; THENCE N 29°47'49" W ALONG THE EAST RIGHT-OF-WAY LINE OF OKLAHOMA STATE HIGHWAY 51 A DISTANCE OF 40.00 FEET; THENCE N 60°12'11" E A DISTANCE OF 282.83; THENCE N 30°49'06" W A DISTANCE OF 293.44 FEET; THENCE N 29°47'49" W AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF OKLAHOMA STATE HIGHWAY 51 A DISTANCE OF 163.90 FEET; THENCE N 55°11'44" E A DISTANCE OF 220.11 FEET; THENCE N 56°16'18" E A DISTANCE OF 111.64 FEET; THENCE S 26°30'00" E A DISTANCE OF 1255.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.55 ACRES, MORE OR LESS.

HWAY 51 GROUP, SHALL BE REFERRED TO IN THE DEED OF DEDICATION AS THE "OWNER", AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, ONE (1) BLOCK, RESERVES "A," "B" AND "C" AND STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SAME AS "RE-PLAT AMENDED COWETA51 ADDITION, AN ADDITION TO THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA (HEREINAFTER SOMETIMES REFERRED TO THE "SUBDIVISION") I HEREBY DEDICATE TO THE CITY OF COWETA, ITS SUCCESSORS AND ASSIGNS, ALL EASEMENTS AND RIGHT-OF-WAYS AS SHOWN ON THIS PLAT AND DO HEREBY GUARANTEE CLEAR TITLE TO AND ALL LAND AND THAT IS DEDICATED FOR THE PURPOSES OF PROVIDING AN ORDERLY DEVELOPMENT OF THE ENTIRE TRACT.

SECTION 1. PUBLIC COVENANTS

A. EASEMENTS AND UTILITIES

THE OWNER HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "IE" 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, MANHOLES 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 STATED, PROVIDED THAT THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND REPAIR OR REPLACE WATER LINES AND SEWER LINES WITHIN THE PROPERTY OWNED BY THE PARTICULAR OWNER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO AREAS DEPICTED ON 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 STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, SIDEWALKS, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING AND FENCES WHICH DO NOT CONSTITUTE AN OBSTRUCTION.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

- 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 OWNERS LOT.
- WITHIN UTILITY EASEMENTS, WATER LINE, SANITARY SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE 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, OR STORM SEWERS SHALL BE PROHIBITED.
- THE CITY OF COWETA, OKLAHOMA, OR OTHER UTILITY PROVIDER AS THE CASE MAY BE, OR THEIR SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS AND/OR CONTRACTORS. STORM SEWERS WILL BE PRIVATELY MAINTAINED.
- THE CITY OF COWETA, OKLAHOMA, OR OTHER UTILITY PROVIDER AS THE CASE MAY BE, OR THEIR SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, WATER LINE, SANITARY SEWER, SANITARY SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REPAIRING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SANITARY SEWER FACILITIES. THE SURFACE AREA OF ANY UTILITY EASEMENT SHALL BE MAINTAINED BY THE LOT OWNER.
- THE COVENANTS SET FORTH IN THIS SUBSECTION B SHALL BE ENFORCEABLE BY THE CITY OF COWETA, OKLAHOMA, OR OTHER UTILITY PROVIDER, AS THE CASE MAY BE, OR THEIR SUCCESSORS, AND THE OWNERS OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

C. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OR DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, 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.

D. BUILDING PERMIT AND CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO BUILDING PERMIT FOR A BUILDING WITHIN THE SUBDIVISION SHALL BE ISSUED BY THE CITY UNTIL THE OWNER SHOWS THAT THE REQUIRED PUBLIC AND PRIVATE INFRASTRUCTURE INCLUDING STREETS, ROADWAYS, DRIVE ASILES, WATER, SANITARY SEWER, STORM SEWER AND STORM WATER DETENTION SYSTEMS SERVING THE SUBDIVISION HAVE BEEN COMPLETED AND APPROVED BY THE CITY, AND IN THE CASE OF PUBLIC INFRASTRUCTURE, ACCEPTED BY THE CITY, ALONG WITH A MAINTENANCE BOND, PROVIDED.

NOTWITHSTANDING THE FOREGOING, THE CITY MAY AUTHORIZE THE PHASING OF THE CONSTRUCTION OF INFRASTRUCTURE WITHIN THE SUBDIVISION A CERTIFICATE OF OCCUPANCY, OR A TEMPORARY CERTIFICATE OF OCCUPANCY, FOR A BUILDING UNDER AN AUTHORIZED PHASE MAY BE ISSUED UPON THE COMPLETION, APPROVAL, AND IN THE CASE OF PUBLIC INFRASTRUCTURE, ACCEPTANCE BY THE CITY, OF THE INFRASTRUCTURE SERVING THE PARTICULAR PHASE. THE CITY'S APPROVAL OF PRIVATE INFRASTRUCTURE SHALL BE EVIDENCED BY A DOCUMENT EXECUTED BY THE CITY ENGINEER OF THE CITY OF COWETA. THE CITY'S ACCEPTANCE OF PUBLIC INFRASTRUCTURE SHALL BE EVIDENCED BY A DOCUMENT EXECUTED BY THE MAYOR OF THE CITY OF COWETA (THE CITY'S ACCEPTANCE OF INFRASTRUCTURE" AND FILED IN THE RECORDS OF THE WAGONER COUNTY CLERK. AT THE CITY'S DISCRETION, THE CITY MAY REQUIRE AND ACCEPT A PERFORMANCE BOND FOR PRIVATE AND PUBLIC INFRASTRUCTURE.

E. STREET AND EASEMENT DEDICATIONS

THE DEDICATION OF EASEMENTS AND INFRASTRUCTURE TO THE PUBLIC, CONTAINED IN THIS SECTION 1, SHALL NOT TAKE EFFECT UNTIL A SEPARATE INSTRUMENT TITLED "FORMAL ACCEPTANCE" OR A SIMILAR INSTRUMENT, FORMALLY ACCEPTING THE DEDICATIONS AND INFRASTRUCTURE IS RECORDED BY THE CITY OF COWETA ON BEHALF OF THE PUBLIC IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK'S OFFICE. HOWEVER, THE RIGHTS AND USES OUTLINED HEREIN, NECESSARY FOR THE INSTALLATION BY PRIVATE UTILITIES OF THEIR FACILITIES, I.E. ELECTRIC, GAS, TELEPHONE AND COMMUNICATION, ETC., EXCLUSIVE OF THOSE DEDICATED TO THE CITY OF COWETA OR THE PUBLIC, SHALL BE IN EFFECT TO ALLOW ACCESS FOR SURVEYING, DRAINAGING, CONSTRUCTION, OPERATING, AND MAINTAINING SUCH FACILITIES UNTIL THE CITY FILES ITS FORMAL ACCEPTANCE AND THESE RIGHTS AND USES ARE SUBSUMED BY DEDICATION TO THE PUBLIC AND ACCEPTANCE BY THE CITY.

F. UTILITY SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUCH LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.
- 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, EFFECTIVE AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
- THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND 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, REPAIRING 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 ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNERS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR THE OWNERS AGENTS OR CONTRACTORS.
- THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF ANY LOT AGREES TO BE BOUND BY THESE COVENANTS.

G. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR AS OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
- THE OWNERS OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE 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 OWNERS SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR ITS 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.

H. SURFACE DRAINAGE AND STORM WATER CONVEYANCE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORMWATER 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 THE OWNERS LOT. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER AND BY THE CITY OF COWETA, OKLAHOMA.

I. ROOF DRAIN REQUIREMENTS

THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH AFFECTED LOT OWNER AND SHALL BE ENFORCEABLE BY THE PROPERTY OWNERS ASSOCIATION, THAT BUILDINGS CONSTRUCTED ON ALL LOTS, SHALL HAVE ROOF DRAINS DESIGNED AND CONSTRUCTED TO DISCHARGE STORM WATER RUNOFF TO THE STORM WATER DRAINAGE, DETENTION AND STORM SEWER SYSTEM.

J. MUTUAL ACCESS EASEMENT

THE OWNER HEREBY GRANTS AND ESTABLISHES PERPETUAL NON-EXCLUSIVE MUTUAL ACCESS/UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "MUTUAL ACCESS EASEMENT" FOR THE PURPOSES OF PERMITTING THE OWNERS OF ALL LOTS, THEIR GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS, AND ASSIGNS TO HAVE VEHICULAR AND PEDESTRIAN ACCESS AND PASSAGE WITHIN THE SUBDIVISION AND TO AND FROM THE PUBLIC STREETS ADJACENT TO THE SUBDIVISION, ON AND ACROSS THE AREAS WITHIN EACH LOT SUBJECT TO A MUTUAL ACCESS EASEMENT. THE MUTUAL ACCESS EASEMENT SHALL BE BINDING ON THE OWNERS OF EACH LOT, THEIR GRANTEES, TENANTS, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS AND SHALL BE APPURTENANT TO THE OWNERSHIP OF EACH LOT. GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES, INCLUDING FEDERAL, STATE, COUNTY AND CITY AGENCIES, AND INCLUDING POLICE AND FIRE DEPARTMENTS, EMERGENCY MEDICAL SERVICES AND OTHER EMERGENCY RESPONSE SERVICES TO THE SUBDIVISION SHALL HAVE THE USE OF SUCH EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS TO THE LOTS WITHIN THE SUBDIVISION.

THE MUTUAL ACCESS/UTILITY EASEMENT AS DESIGNATED ON THE ACCOMPANYING PLAT IS TO PROVIDE ACCESS IN THE SUBDIVISION AND SHALL BE MAINTAINED BY AND AT THE EXPENSE OF THE PROPERTY OWNERS ASSOCIATION, AND ALL THE LOT OWNERS. RESERVE "C" AS DESIGNATED ON THE ACCOMPANYING PLAT IS TO PROVIDE ACCESS IN THE SUBDIVISION SHALL BE MAINTAINED BY AND AT THE EXPENSE OF THE PROPERTY OWNERS ASSOCIATION, AND ALL THE LOT OWNERS.

K. RESERVES "A" AND "B"

DETENTION PONDS WILL BE CONSTRUCTED IN RESERVE "A" AND "B". SAID DETENTION POND WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. RESERVE "A" AND "B" ON THE ACCOMPANYING PLAT, SHALL BE ESTABLISHED FOR THE PURPOSES OF COLLECTING AND DISCHARGING STORM WATER RUNOFF AND SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS AND OCCUPANTS OF ALL PROPERTIES WITHIN THE SUBDIVISION.

SECTION 2. PRIVATE COVENANTS AND RESTRICTIONS

A. PRIVATE COVENANTS AND RESTRICTIONS APPLICABLE TO ALL LOTS. THE FOLLOWING STANDARDS SHALL APPLY TO ALL LOTS OF THE SUBDIVISION UNLESS SPECIFICALLY MODIFIED OR SUPERCEDED BY MORE SPECIFIC PROVISIONS ADOPTED BY THE OWNERS AS HEREINAFTER PROVIDED.

- ARCHITECTURAL COMMITTEE. THE OWNER MAY FORM AN ARCHITECTURAL COMMITTEE (REFERRED TO IN THIS DOCUMENT AS THE "ARCHITECTURAL COMMITTEE" OR "COMMITTEE") FOR THE SUBDIVISION. IF AN ARCHITECTURAL COMMITTEE IS NOT FORMED, HWAY 51 GROUP SHALL PERFORM ALL FUNCTIONS OF THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE WILL:
 - REVIEW AND APPROVE ALL STRUCTURES TO BE BUILT ON THE LOTS IN THE SUBDIVISION, AND APPROVE THE SITE PLAN.
 - BE RESPONSIBLE FOR INTERPRETING ALL DEVELOPMENT AND CONSTRUCTION STANDARDS CONTAINED IN THIS DEED OF DEDICATION AS APPLICABLE TO THE LOTS IN THE SUBDIVISION.
- THE COMMITTEE SHALL CONSIST OF NOT LESS THAN ONE (1) NOR MORE THAN THREE (3) MEMBERS TO BE APPOINTED BY THE OWNER, UNTIL THE OWNERS' ASSOCIATION FORMED. NO NEW BUILDING OR IMPROVEMENTS MAY BE COMMENCED ON ANY LOT IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE COMMITTEE.
- REQUIRED PLANS. THE ARCHITECTURAL PLANS TO BE SUBMITTED AND APPROVED BY THE COMMITTEE SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING WITH REGARD TO EACH IMPROVEMENT TO BE CONSTRUCTED ON ANY LOT IN THE SUBDIVISION, PRIOR TO SUBMITTAL TO THE CITY OF COWETA:
 - AN ACCURATE SITE PLAN;
 - AN ACCURATE FLOOR PLAN;
 - ALL EXTERIOR ELEVATIONS;
 - A LANDSCAPING PLAN, INCLUDING, BUT NOT LIMITED TO, THE COMPOSITION, LOCATION AND HEIGHT OF FENCING FOR TRASH RECEPTACLES;
 - ANY OTHER PLANS OR INFORMATION REQUIRING APPROVAL OF THE CITY OF COWETA OR ANY OF ITS COMMISSIONS OR COMMITTEES; AND
 - DETAILS REGARDING THE COMPOSITION OF ALL ROOFING AND EXTERIOR BUILDING MATERIALS.
- BUILDING MATERIALS, BUILDING DESIGNS, ELEVATIONS AND MATERIALS SHALL COMPLY WITH MINIMUM STANDARDS SET FORTH IN ALL APPLICABLE CITY OF COWETA ORDINANCES, BUILDING DESIGNS, ELEVATIONS AND MATERIALS ALSO SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE. ANY DEVIATION OF THE EXTERIOR CONSTRUCTION MATERIALS SHALL BE PERMITTED ONLY WITH THE WRITTEN CONSENT OF THE ARCHITECTURAL COMMITTEE.
- NUISANCE PROHIBITED. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT IN THE SUBDIVISION, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, FREE OF RUBBISH, TRASH, AND OTHER DEBRIS AND SHOULD BE MOWED TO PREVENT GROWTH OF WEEDS AND TALL GRASS.
- PERMITTED USES WILL BE IN ACCORDANCE WITH EXISTING ZONING CODES.
- DEVELOPMENTAL PHASING, LOT DIVISION, SINGLE—USE LOTS. DEVELOPMENTAL PHASING SHALL BE ALLOWED. A LOT IN THE SUBDIVISION MAY BE SPLIT OR FURTHER SUBDIVIDED WITH APPROVAL BY THE CITY OF COWETA. LOT SPLITTING MAY ALSO CORRECT ENCROACHMENTS OR OTHER BOUNDARY DEFICIENCIES CAUSED BY ERRORS IN THE PLATTING, RE-PLATTING OR SURVEYING OF THE SUBDIVISION OR PARTS THEREOF AND AS DIRECTED BY THE CITY OF COWETA. THE OWNER OR EXCEPT AS OTHERWISE PROVIDED IN THE COVENANTS.
- COMPLIANCE. THE DEVELOPMENT AND USE OF THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE PLAT AND OTHER PLANS APPROVED BY THE CITY OF COWETA REGARDING THE SUBDIVISION.

- AMENDMENTS. THE COVENANTS SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) TO CONFORM TO AMENDMENTS TO BUILDING AREA REQUIREMENTS AND OTHER AMENDMENTS THAT SUBSEQUENTLY MAY BE APPROVED BY THE CITY OF COWETA PLANNING COMMISSION OR OTHER AGENCY OF THE CITY PURSUANT TO ITS REVIEW OF AN AMENDMENT PROCESSED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF COWETA ZONING CODE, AND THE FILING OF A CERTIFIED COPY OF THE MINUTES OF THE COWETA PLANNING COMMISSION WITH THE WAGONER COUNTY CLERK.

- CONFLICTS. IF THERE IS ANY CONFLICT BETWEEN THESE GENERAL STANDARDS AND SPECIFIC STANDARDS DESCRIBED HEREIN FOR PARTICULAR LOTS IN THE SUBDIVISION, THE SPECIFIC STANDARDS SHALL CONTROL.

- OWNER RESERVATION OF RIGHT. HWAY 51 GROUP RESERVES THE RIGHT IN ITS SOLE DISCRETION AND WITHOUT JOINDER OR APPROVAL OF ANY OTHER LOT OWNER OF A PARTICULAR LOT IN THE SUBDIVISION, SO LONG AS HWAY 51 GROUP IS THE OWNER OF ANY LOT IN ANY BLOCK IN THE SUBDIVISION, TO AMEND, REVEAL OR ABOLISH ANY ONE OR MORE OF THE ABOVE COVENANTS AND RESTRICTIONS IN SECTION 2, "PRIVATE COVENANTS AND RESTRICTIONS" BY INSTRUMENT DULY EXECUTED AND ACKNOWLEDGED BY HWAY 51 GROUP AND FILED IN THE OFFICE OF THE WAGONER COUNTY CLERK.

- NO FENCE OR WALL SHALL BE ERECTED OR PLACED ON ANY LOT WITHOUT THE CONSENT OF THE ARCHITECTURAL COMMITTEE. THE ARCHITECTURAL COMMITTEE WILL REVIEW THE MATERIAL AND LOCATION OF ALL FENCING, INCLUDING THAT AROUND TRASH DUMPSTERS.

- EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT. WITHIN THESE EASEMENTS NO STRUCTURE, PLANTING OR OTHER MATERIAL, OTHER THAN FENCED PAVING, SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OR DRAINAGE IN THE EASEMENTS OR WHICH MAY OBSTRUCT OR RETARD THE FLOW OF WATER, AND ALL IMPROVEMENTS IN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT, EXCEPT FOR THOSE IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR UTILITY COMPANY IS RESPONSIBLE OR FOR REPAIRING OR REPLACING ANY DAMAGED PAVING LOT PAVING.

- NO STRUCTURE OR VEHICLE SUCH AS A TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, CAMPER, MOBILE HOME OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT ANY TIME AS RESIDENCE. TRAILERS MAY BE USED TEMPORARILY DURING THE PROCESS OF CONSTRUCTING A PERMANENT BUILDING ON A LOT.

- ALL SIGNS ARE PROHIBITED ON THESE LOTS AND BUILDINGS THEREON EXCEPT:
 - SIGNS THAT MEET THE CURRENT CITY OF COWETA CODES REGULATING THE LOCATION, DESIGN AND QUALITY OF MAINTENANCE;
 - (B) SIGNS ERECTED BY THE CITY OF COWETA OR COUNTY OF WAGONER FOR IDENTIFICATION OF STREETS, TRAFFIC CONTROL, AND DIRECTIONAL PURPOSES;
 - (C) SIGNS OF A TEMPORARY NATURE ADVERTISING PROPERTY FOR SALE AND CONSTRUCTION SIGNS, WHICH SIGNS SHALL NOT EXCEED 30 SQUARE FEET IN AREA UNLESS APPROVED BY HWAY 51 GROUP.
 - (D) SIGNS ERECTED BY THE HWAY 51 GROUP, ADVERTISING THE NAME AND ENTRANCE OF THE SOLD PROPERTIES;
 - (E) PROMOTIONAL BANNERS MAY BE DISPLAYED, IF COWETA CITY ZONING CODES ALLOW, FOR A MAXIMUM OF 14 DAYS;
 - (F) ALL SITE SPECIFIC SIGNS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.

- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND. RUBBISH, TRASH, GARBAGE AND/OR OTHER WASTES SHALL NOT BE KEPT EXCEPT IN APPROVED SANITARY CONTAINERS. ALL EQUIPMENT FOR THE STORAGE AND/OR DISPOSAL OF SUCH RUBBISH, TRASH, GARBAGE OR OTHER WASTES SHALL BE FENCED FROM VIEW AND KEPT IN A CLEAN AND SANITARY CONDITION.

- ALL AUTOMOBILES AND OTHER MOTORIZED VEHICLES ON THE LOTS MUST BE STATE LICENSED, SALES INSPECTED AND IN RUNNING ORDER AT ALL TIMES. ALL VEHICLES ARE TO BE PARKED AT ALL TIMES ON THE LOT HARD SURFACE.

- NO ANTENNA, AERIAL, OR OTHER DEVICE EXCEPT A ROOF MOUNTED 18" SATELLITE DISH SHALL BE PERMITTED ON ANY STRUCTURE WHERE SOME FROM OR TV CABLE IS AVAILABLE, INCLUDING PAY SATELLITE FURNISHED BY OTHERS. WHERE TV CABLE OR PAY SATELLITE IS NOT AVAILABLE, OWNER IS PERMITTED ONE (1) ANTENNA WHICH SHALL BE ALLOWED FOR THE SALE PURPOSES OF TELEVISION BROADCAST ONLY, AND SUCH ANTENNA SHALL BE RASSED TO A HEIGHT NECESSARY FOR THE TV RECEPTION IN THE AREA. NO OR HAM RADIO, SATELLITE DISH OR OTHER ANTENNAS SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE OR HWAY 51 GROUP, OR ITS ASSIGNS MAY WAIVE ANY ITEM OF THIS PARAGRAPH.

- IN THE EVENT THAT ANY LOT IS SOLD AND NO STRUCTURE IS IMMEDIATELY ERECTED, AT ALL TIMES, THE OWNER OR OWNERS OF SUCH LOT OR LOTS SHALL KEEP SOLD PROPERTY MOWED AND IN A SANITARY CONDITION AT ALL TIMES.

- NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON THE PROPERTIES, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION HEREIN BE MADE UNTIL THE PLANS AND SPECIFICATIONS SHOWING THE NATURE, SIZE, KIND, SHAPE, HEIGHT, MATERIALS, AND LOCATION OF THE SAME, HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING BY THE ARCHITECTURAL COMMITTEE. IN THE EVENT SAID COMMITTEE FAILS TO APPROVE OR DISAPPROVE, IN WRITING, SUCH DESIGN AND LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO IT, APPROVAL WILL NOT BE REQUIRED AND THIS PARAGRAPH WILL BE DEEMED TO BE FULLY COMPLIED WITH.

- IN THE EVENT A BUILDING ON ANY LOT IN SAID SUBDIVISION IS DESTROYED BY FIRE OR OTHERWISE DESTROYED, THE OWNER OF SAID LOT SHALL RAZE THE STRUCTURE AND CLEAN OFF THE TRACT OR START TO REBUILD THE STRUCTURE WITHIN 120 DAYS FROM THE TIME THE BUILDING WAS DESTROYED.

- A MINIMUM OF 100% OF THE EXTERIOR WALLS OF ALL BUILDINGS SHALL HAVE CONCRETE, BRICK, DRYWIT OR STONE COVERING ON THE OUTSIDE WALLS OF THE STRUCTURE UNLESS APPROVED OTHERWISE BY ARCHITECTURAL COMMITTEE.
- SIDEWALKS SHALL BE 4 FEET WIDE AND BE CONSTRUCTED 3 FEET BEHIND THE CURB UNLESS APPROVED OTHERWISE BY THE CITY OR THE ARCHITECTURAL COMMITTEE.

- NO MATERIALS, SUPPLIES, EQUIPMENT, FINISHED OR SEMI-FINISHED PRODUCTS OR ARTICLES OF ANY NATURE SHALL BE STORED OR PERMITTED TO REMAIN ON ANY BUILDING SITE OUTSIDE OF THE BUILDING UNLESS THE SAME SHALL OTHERWISE BE SCREENED BY SUCH WALLS, FENCES, AND LANDSCAPING TO ATTRACTIVELY CONCEAL AREAS VISIBLE FROM OUTSIDE OF THE BUILDING SITE BOUNDARIES.

SECTION 3. PROPERTY OWNERS ASSOCIATION

A. HWAY 51 GROUP PROPERTY OWNERS ASSOCIATION. HWAY 51 GROUP, HAS FORMED THE HWAY 51 GROUP/ PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NOT-FOR-PROFIT CORPORATION (THE ASSOCIATION). THE PURPOSE OF THE ASSOCIATION IS TO OPERATE, MANAGE, REPAIR, RETE, OPERATE, MAINTAIN THE COMMON AREAS SERVING OR BENEFITING AMENDED COWETA51 ADDITION INCLUDING, WITHOUT LIMITATION, SIGNAGE, LANDSCAPING, STORM DRAINAGE, STORM SEWER FACILITIES, UTILITY SYSTEMS, SPRINKLER SYSTEMS, EASEMENT AREAS AND OTHER AMENITIES, TRAFFIC CONTROL, EQUIPMENT, STREETS, ROADS, DRIVE ASILES, PARKING LOTS, LIGHTING, FENCES, LINE PAINTING, SANITARY CONTROL, REMOVAL OF SNOW, TRASH, RUBBISH, GARBAGE CONTROL AND OTHER REFUSE, DEPRECIATION ON OR RENTALS OF MACHINERY AND EQUIPMENT, PERSONNEL TO IMPLEMENT SUCH SERVICES, DIRECT PEDESTRIAN TRAFFIC AND PARKING AND POLICE THE COMMON AREAS, ANY OTHER ACTIVITIES NECESSARY TO KEEP SUCH COMMON AREAS IN A GOOD STATE OF REPAIR AND ENHANCE THE VALUE, SECURITY, DESIRABILITY AND ATTRACTIVENESS OF REPLAT LOT 4 AND RE-PLAT RESERVE "B", BLOCK 1, AMENDED COWETA51 ADDITION.

B. MEMBERSHIP

EVERY LOT OWNER OR PARCEL OWNER OF RE-PLAT LOT 4 AND RE-PLAT OF RESERVE "B", BLOCK 1, AMENDED COWETA51 ADDITION SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF ANY LOT OR PARCEL IN THE SUBDIVISION. THE ACCEPTANCE OF A DEED TO ONE (1) OR MORE LOTS OR PARCELS SHALL CONSTITUTE ACCEPTANCE AND MEMBERSHIP IN THE ASSOCIATION AS THE DATE OF RECORDING OF SUCH DEED.

C. ASSESSMENT BY ASSOCIATION

EACH LOT OR PARCEL OWNER WITHIN THE SUBDIVISION SHALL BE SUBJECT TO ASSESSMENT BY THE ASSOCIATION FOR THE PURPOSES OF OPERATING, MANAGING, REPAIRING, REPLACING AND MAINTAINING THE COMMON AREAS SERVING OR BENEFITING RE-PLAT LOT 4 AND RE-PLAT RESERVE "B", BLOCK 1, AMENDED COWETA51 ADDITION INCLUDING, WITHOUT LIMITATION, SIGNAGE, LANDSCAPING, STORM DRAINAGE AND UTILITY SYSTEMS, SPRINKLER SYSTEMS, EASEMENT AREAS AND OTHER AMENITIES, THE DETENTION POND, TRAFFIC CONTROL, EQUIPMENT, STREETS, ROADS, LINE PAINTING, SANITARY CONTROL, REMOVAL OF SNOW, TRASH, RUBBISH, GARBAGE AND OTHER REFUSE, DEPRECIATION ON OR RENTALS OF MACHINERY AND EQUIPMENT, PERSONNEL TO IMPLEMENT SUCH SERVICES, DIRECT PEDESTRIAN TRAFFIC AND PARKING AND POLICE THE COMMON AREAS, ANY OTHER ACTIVITIES NECESSARY TO KEEP THE COMMON AREAS IN A GOOD STATE OF REPAIR AND ENHANCE THE VALUE, SECURITY, DESIRABILITY AND ATTRACTIVENESS OF RE-PLAT LOT 4, BLOCK 1, AMENDED COWETA51 ADDITION AND SUCH OTHER PURPOSES AS THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY, FROM TIME TO TIME, DETERMINE PURSUANT TO THE BY-LAWS AND CERTIFICATE OF INCORPORATION OF THE ASSOCIATION.

D. ASSOCIATION BENEFICIARY OF COVENANTS.

WITHOUT LIMITATION OF SUCH POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS CONTAINED IN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OR PARCEL OWNER, THE CITY OF COWETA, OKLAHOMA AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

E. PAYMENT OF ASSESSMENTS.

OWNERS HEREBY COVENANT AND EACH LOT OR PARCEL OWNER BY ACCEPTANCE OF A DEED TO A LOT OR PARCEL, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED, IS DEEMED TO COVENANT AND AGREE TO PAY THE ASSOCIATION: (A) INITIAL ASSESSMENTS; (B) MONTHLY, QUARTERLY OR ANNUAL MAINTENANCE ASSESSMENTS; AND (C) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. SUCH ASSESSMENTS SHALL BE ESTABLISHED AND COLLECTED AS DETERMINED BY THE ASSOCIATION. THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES, SHOULD BE CHARGED ON EACH LOT OR PARCEL AND SHALL BE A CONTINUING LIEN UPON THE LOT OR PARCEL AGAINST WHICH THE ASSESSMENT IS MADE. EACH ASSESSMENT, TOGETHER WITH INTEREST, COST AND REASONABLE ATTORNEYS' FEES, SHALL BE THE PERSONAL OBLIGATION OF THE OWNERS OF THE LOT OR PARCEL AT THE TIME WHEN THE ASSESSMENT BECAME DUE. THE PERSONAL OBLIGATION FOR DELINQUENT ASSESSMENTS SHALL NOT PASS THROUGH THE SUCCESSORS-IN-TITLE UNLESS EXPRESSLY ASSUMED BY THEM. THE ASSOCIATION SHALL FIX THE REGULAR MONTHLY, QUARTERLY OR ANNUAL ASSESSMENTS ACCORDING TO THE PROVISIONS OF THE BY-LAWS AND CERTIFICATE OF INCORPORATION OF THE ASSOCIATION. IN ADDITION TO THE REGULAR MONTHLY, QUARTERLY OR ANNUAL ASSESSMENTS, AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT PERIOD, A SPECIAL ASSESSMENT APPLICABLE TO THE PERIOD ONLY FOR THE PURPOSE OF DEFERRING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIRS OR REPLACEMENT OF A CAPITAL IMPROVEMENT.

F. DELINQUENT ASSESSMENTS.

ANY ASSESSMENT WHICH IS NOT PAID WHEN DUE SHALL BE DELINQUENT AND SHALL CONSTITUTE A LIEN ON THE LOT OR PARCEL AGAINST WHICH THE ASSESSMENT IS MADE. IF THE ASSESSMENT IS NOT PAID WITHIN THIRTY (30) DAYS AFTER THE DUE DATE, THE ASSESSMENT SHALL BEAR INTEREST FROM THE DATE OF DELINQUENCY AT THE RATE OF INTEREST PER ANNUM AS SET BY THE BOARD OF DIRECTORS FROM TIME TO TIME BUT NOT TO EXCEED THE MAXIMUM RATE OF INTEREST ALLOWED BY LAW, AND THE ASSOCIATION MAY BRING AN ACTION AT LAW AGAINST THE OWNER PERSONALLY OBLIGATED TO PAY THE SAME OR FORECLOSE ITS LIEN AGAINST THE LOT/PARCEL, OR BOTH, AND INTEREST, COSTS AND REASONABLE ATTORNEYS' FEES FOR ANY SUCH ACTION SHALL BE ADDED TO THE AMOUNT OF THE ASSESSMENT. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS PROVIDED FOR HEREIN BY NON-USE OR ABANDONMENT OF SUCH OWNER'S LOT OR PARCEL.

G. LIEN.

THE LIEN OF THE ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE. SALE OR TRANSFER OF ANY LOT OR PARCEL SHALL NOT AFFECT THE ASSESSMENT LIEN; PROVIDED, HOWEVER, THE SALE OR TRANSFER OF ANY LOT OR PARCEL PURSUANT TO MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEU THEREOF, SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENT AS TO PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE THE LOT OR PARCEL FROM THE LIEN FOR ASSESSMENTS THEREAFTER BECOMING DUE.

SECTION 4. ENFORCEMENT, AMENDMENT, ETC.

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER OF EACH LOT, ITS SUCCESSORS AND ASSIGNS. COVENANTS WITHIN SECTION 1, WHETHER OR NOT SPECIFICALLY THERETO SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE PROPERTY OWNERS ASSOCIATION.

SECTION 2, PRIVATE COVENANTS AND RESTRICTIONS, MAY BE ENFORCED BY ANY OWNER OF A LOT AND/OR THE PROPERTY OWNERS ASSOCIATION.

SECTION 3, PROPERTY OWNERS ASSOCIATION, SHALL INURE ONLY TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY ANY OWNER OF A LOT AND/OR THE PROPERTY OWNERS ASSOCIATION. IF THE UNDERSIGNED OWNERS, OR ITS SUCCESSORS, OR ASSIGNS, ANY OWNER OF A LOT, OR ANY OTHER PERSON, SHALL VIOLATE ANY OF THE COVENANTS OR RESTRICTIONS CONTAINED HEREIN, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT, OR THE PROPERTY OWNERS ASSOCIATION AS APPROPRIATE IN ACCORDANCE WITH THEIR RESPECTIVE INTERESTS IDENTIFIED HEREIN, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT IT, INJURE HER OR THEM FROM SO DOING OR RECOVER REASONABLE COSTS AND ATTORNEY FEES. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER TO ENFORCE THE PROVISIONS OF THIS DEED OF DEDICATION, THE PREVAILING PARTY MAY RECOVER REASONABLE COSTS AND ATTORNEY FEES.

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. PROVIDED, IF THE 30 YEAR LIMITATION AT ANY TIME SHALL BE DEEMED TO APPLY, THEN AT THE EXPIRATION OF SUCH 30 YEAR TERM, THE RESTRICTIONS SHALL BE DEEMED TO AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS OF SEVEN (7) YEARS, UNLESS TERMINATED OR AMENDED AS PROVIDED HEREIN OR AS ALLOWED BY LAW.

C. AMENDMENT

Preliminary Re-Plat
LOT 4, BLOCK 1 AND RESERVE "A, "B" AND "C"
AND LOT 5, BLOCK 1
Amended Coweta51 Addition

AN ADDITION IN WAGONER COUNTY, OKLAHOMA, A SUBDIVISION IN THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SE 1/4
SECTION 26, T-18-N, R-15-E OF THE I.B &M.

CERTIFICATE OF COWETA CITY CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF THE CITY OF COWETA AND FIND ALL DEFERRED PAYMENTS
OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENT HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL
ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND AS SHOWN ON THIS PLAT.

CITY CLERK/DEPUTY CITY CLERK

APPROVED DATE

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA PLANNING COMMISSION.

CHAIRPERSON, VICE CHAIRPERSON OR SECRETARY

APPROVED DATE

CERTIFICATE OF FINAL PLAT APPROVAL

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

MAYOR/VICE MAYOR

APPROVED DATE

IN WITNESS WHEREOF, HWAY 51 GROUP LLC HAS EXECUTED THIS INSTRUMENT ON THIS _____ DAY OF _____, 2024.

HWAY 51 GROUP LLC
AN OKLAHOMA PARTNERSHIP

BY: _____
DANIEL E. SIMON, PARTNER

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 DANIEL E. SIMON, TO ME KNOWN TO BE THE
IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF HWAY 51 GROUP LLC TO THE FOREGOING INSTRUMENT, AS PARTNER, AND
ACKNOWLEDGED TO ME THAT DANIEL E. SIMON EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE
FREE AND VOLUNTARY ACT AND DEED OF HWAY 51 GROUP LLC, AN OKLAHOMA PARTNERSHIP, FOR THE USES AND PURPOSES
THEREIN SET FORTH THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

CERTIFICATE OF SURVEY

I, A. B. WATSON, JR., A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE
CAREFULLY AND ACCURATELY SURVEYED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE
ACCOMPANYING PLAT DESIGNATED HEREIN AS RE-PLAT LOT 4 & 5, BLOCK 1, RESERVE "A" AND RESERVE "B" AMENDED
COWEAT51 ADDITION, A SUBDIVISION IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A
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.

WITNESS MY HAND AND SEAL THIS 11TH DAY OF APRIL, 2024.

A.B. WATSON JR. L.S. 1057 REGISTERED
PROFESSIONAL LAND SURVEYOR



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 TO ME A. B. WATSON, JR. KNOWN TO BE
THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING
CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH THE DAY
AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

RE-PLAT
LOT 4, BLOCK 1, RESERVE "A", "B" & "C"
AND LOT 5, BLOCK 1
AMENDED COWEAT51 ADDITION

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

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

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

COUNCILMEMBERS ABSENT: None.

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

Vice Mayor Chance reminded everyone to stay cool and hydrated. Mayor Hogue reminded everyone to be safe and aware, and to watch for children out and about with school starting up soon.

V. CITY MANAGER REPORT

City Manager Julie Casteen updated Council members on current projects and upcoming work taking place throughout the city.

No action taken by Council.

VI. COMMUNITY DEVELOPMENT DIRECTOR REPORT

Community Development Director Carolyn Back discussed the City of Coweta storm water management plan and other issues throughout the City.

No action taken by Council.

VII. EMPLOYEE INTRODUCTIONS

Julie Casteen introduced the following new hires and welcomed them to the team: Braxton-K-9, Matthew Weldin- Deputy Fire Chief, Triston Willis- Firefighter, David Anaya- Volunteer Firefighter, Michael Boys- Volunteer Firefighter, Ryan Greenwood- Volunteer Firefighter, John Howell- Volunteer Firefighter, Dakota Stach- Parks Maintenance Worker, and Michael South- Streets Maintenance Worker.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

No action taken by Council.

VIII. CORRESPONDANCE

- 1. LETTER FROM ROBERT JOHNSTON - OKLAHOMA MUNICIPAL RETIREMENT FUND AT-LARGE TRUSTEE NOMINEE**
- 2. LETTER FROM KAMIE BROOKSHIRE - OKLAHOMA MUNICIPAL RETIREMENT FUND AT-LARGE TRUSTEE NOMINEE**

Mayor Hogue read letters from Robert Johnston and Kamie Brookshire, nominees for the At-Large seat for the Oklahoma Municipal Retirement Fund election.

No action taken by Council.

IX. PRESENTATIONS

- 1. QUESTIONS AND ANSWER SESSION - WATER QUALITY ISSUES**

Charles Schneider with OMNI Water Consultants, Inc. received and answered questions from the public regarding water quality concerns and Consumer Confidence reports.

No action taken by Council.

- 2. DAN SIMON - PROPERTY EXCHANGE**

The presentation was tabled to the next meeting scheduled for September 9, 2024.

X. 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 July 1, 2024.
2. Approval of the waiver of license fees and background checks required by Ordinance No. 857 for Coweta Chamber of Commerce registered vendors participating in the Coweta Fall Festival September 12th through the 14th, 2024.
3. Approval of a request form from the Coweta Chamber of Commerce for the closure of Highway 72 and certain city streets for events related to the Coweta Fall Festival from September 11th, 2024, to September 14th, 2024.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

4. Approval of the appointment of Assistant City Manager McKay Hale and Fire Chief Brian Woodward to serve as Receiving Officers and Deputy Fire Chief Matthew Weldin and Fire Marshal Jeff Waller to serve as Requisitioning Officers for purchases utilizing the Wagoner County Sales Tax account, and direction to the City Manager to execute all necessary documents.

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

XI. CONSIDER ITEMS REMOVED FROM CONSENT

Item number five was requested by Vice-Mayor Chance to be removed from the Consent Agenda due to a conflict of interest.

Motion by Naomi Hogue, second by Caroline Martin to approve:

5. Confirmation of the appointment of Sue Coker to the Coweta Public Library Board by the Mayor of the City of Coweta, Oklahoma to fill the vacant unexpired term ending June 1, 2026.

Aye: Naomi Hogue
Caroline Martin
Joe Cash
Randy Woodward

No vote: Harold Chance

XII. ADMINISTRATION

1. OKLAHOMA MUNICIPAL RETIREMENT FUND AT-LARGE TRUSTEE ELECTION

Julie Casteen led discussion and requested possible action related to casting a vote for the nominee to serve as the Oklahoma Municipal Retirement Fund At-Large Trustee.

Motion by Naomi Hogue, second by Harold Chance vote for Robert Johnston to serve as the Oklahoma Municipal Retirement Fund At-Large Trustee.

Aye: Naomi Hogue
Harold Chance

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

Joe Cash
Caroline Martin
Randy Woodward

2. METROPOLITAN ENVIRONMENTAL TRUST ANNUAL ASSESSMENT

Julie Casteen led discussion and requested approval of the payment of the Fiscal Year 2024-2024 Annual Assessment for the Metropolitan Environmental Trust in the amount of \$27,704.00.

Motion by Naomi Hogue, second by Harold Chance to withdraw from the Trust and deny payment of the Fiscal Year 2024-2025 Annual Assessment for the Metropolitan Environmental Trust in the amount of \$27,704.00.

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

3. METROPOLITAN ENVIRONMENTAL REPRESENTATION

Item became moot and was removed from the Agenda because it was linked to Item 2.

4. JOINT RESOLUTION 2024-35 AGENDA POLICY

Julie Casteen led discussion and requested possible action related to the adoption of Resolution 2024-35, a Joint Resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority, adopting an agenda policy.

Motion by Harold Chance, second by Naomi Hogue to adopt Resolution 2024-35, a Joint Resolution of the City Council of the City of Coweta, Oklahoma, the Board of Trustees of the Coweta Public Works Authority, and the Board of Trustees of the Coweta Industrial Development Authority; adopting an agenda policy.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

5. CEMETERY SOFTWARE AGREEMENT

Julie Casteen led discussion and requested possible action related to the approval of an agreement with PlotBox, Inc. for the licensing and implementation of a cemetery software solution in an annual amount not to exceed twenty-one thousand (\$21,000.00), funded in the Cemetery fund, account 03-5400.070, and authorizing the City Manager to execute all documents related to the agreement.

Motion by Randy Woodward, second by Naomi Hogue to approve an agreement with PlotBox, Inc. for the licensing and implementation of a cemetery software solution in an annual amount not to exceed twenty-one thousand (\$21,000.00), funded in the Cemetery fund, account 03-5400.070, and authorizing the City Manager to execute all documents related to the agreement.

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

6. CROSSROADS COMMUNICATION AGREEMENT

Julie Casteen discussed and requested possible action related to the approval of a professional services agreement with Crossroads Communications, LLC for public relations consulting and direction to the City Manager to execute all necessary documents.

Motion by Harold Chance, second by Naomi Hogue to approve a professional services agreement with Crossroads Communications, LLC for public relations consulting and direction to the City Manager to execute all necessary documents.

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

7. ODOT FUNDING AGREEMENT- 289TH EAST AVENUE BRIDGE

Julie Casteen led discussion and requested possible action related to the approval of an agreement with the Oklahoma Department of Transportation (ODOT) for the replacement of the 289th East Avenue bridge over Coweta Creek at a total cost of \$1.9 million, funded 100 percent by ODOT with Federal Bridge Formula Program funds.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

Motion by Harold Chance, second by Naomi Hogue to approve an agreement with the Oklahoma Department of Transportation (ODOT) for the replacement of the 289th East Avenue bridge over Coweta Creek at a total cost of \$1.9 million, funded 100 percent by ODOT with Federal Bridge Formula Program funds.

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

8. SURPLUS OF RESCUE 1 FIRE TRUCK

Fire Chief Brian Woodward led discussion and possible action related to the surplus of a 2008 Ford Rescue Fire truck (08-1068) and acceptance of a bid from Haskell Fire for the purchase of the Rescue Fire truck for \$45,000.00.

Motion by Randy Woodward, second by Harold Chance to approve the surplus and sell of a 2008 Ford Rescue Fire truck to the Haskell Fire Department in the amount of \$45,000.00.

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

9. PURCHASE OF RTV SIDE-BY-SIDE

Public Works Director Ronny Dooling led discussion and requested possible action related to the purchase of a RTV Side-by-Side from Stewart Martin Kubota of Broken Arrow for the Cemetery Department at a cost not to exceed \$22,440.22, utilizing Sourcewell Contract #86901, funded in account 12-5404.013.

Motion by Randy Woodward, second by Harold Chance to approve the purchase of a RTV Side-by-Side from Stewart Martin Kubota of Broken Arrow for the Cemetery Department at a cost not to exceed \$22,440.22, utilizing Sourcewell Contract #86901, funded in account 12-5404.013.

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

10. PURCHASE OF A 2025 FREIGHTLINER CAB AND CHASSIS AND 15' DUMP BED WITH PLOW AND SPREADER

Ronny Dooling led discussion and requested possible action related to the purchase of a 2025 Freightliner cab and chassis and a 15' dump bed with snowplow and spreader for the Streets Department utilizing State of Oklahoma Contract SW035T, SW01061T, and SW0500 at a cost to not exceed \$234,362.00, funded in account 12-5404-015.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of a 2025 Freightliner cab and chassis and a 15' dump bed with snowplow and spreader for the Streets Department utilizing State of Oklahoma Contract SW035T, SW01061T, and SW0500 at a cost to not exceed \$234,362.00, funded in account 12-5404-0.15.

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

11. PURCHASE OF TWO (2) GRASSHOPPER MOWERS

Ronny Dooling led discussion and requested possible action related to the purchase of two (2) 900D-1.3L Grasshopper mowers form Enlow and Sons Equipment for the Parks Department utilizing in the amount of \$24,410.75 each for a total not to exceed of \$48,821.50, funded in account 12-5404.014.

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of two (2) 900D-1.3L Grasshopper mowers form Enlow and Sons Equipment for the Parks Department utilizing State of Oklahoma Contract SW0196MM in the amount of \$24,410.75 each for a total not to exceed of \$48,821.50, funded in account 12-5404.014.

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

12. PURCHASE OF A 2024 JOHN DEERE MOWER

Ronny Dooling led discussion and requested possible action related to the purchase of a 2024 John Deere mower from P&K Equipment, Inc. for the Cemetery Department in an amount not to exceed \$12,954.97 utilizing State of Oklahoma Contract SW0196J, funded in account 12-5404-013.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

Motion by Harold Chance, second by Naomi Hogue to approve the purchase of a 2024 John Deere mower from P&K Equipment, Inc. for the Cemetery Department in an amount not to exceed \$12,954.97 utilizing State of Oklahoma Contract SW0196JD, funded in account 12-5404-0.13.

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

13. PUD-R 24-01 SAVANNAH LANDING

Carolyn Back led discussion and requested possible action related to the adoption of PUD-R 24-01- Savannah Landing, located on a property consisting of approximately 19.91 acres, more or less, on the West side of 305th East Avenue and on the East side of State Highway 51B, between East 154th Street South and East 156th Street South, Coweta, OK, in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Motion by Harold Chance, second by Naomi Hogue to adopt PUD-R 24-01 without gravel and under the understanding that this development is not being constructed to the City of Coweta Subdivision Regulation Standards and the City of Coweta has no responsibility to accept streets and utilities in the future nor are they obligated to bring utilities to the site now or in the future.

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

14. ORDINANCE 886 - PLANNED UNIT DEVELOPMENT PUD-R 24-01

Carolyn Back led discussion and requested possible action related to the adoption of Ordinance 866, an Ordinance of the City of Coweta, Oklahoma on an application for a planned unit development, PUD-R 24-01, on a property consisting of approximately 19.91 acres, more or less, in Coweta, Oklahoma located on the West side of 305th East Avenue and on the East side of State Highway 51B, between East 154th Street South and East 156th Street South, Coweta, OK in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

Motion by Harold Chance, second by Naomi Hogue to adopt Ordinance 866, an Ordinance of the City of Coweta, Oklahoma on an application for a planned unit development, PUD-R 24-01, on a property consisting of approximately 19.91 acres, more or less, in Coweta, Oklahoma located on the West side of 305TH East Avenue and on the East side of State Highway 51B, between East 154th Street South and East 156th Street South, Coweta, OK in Section 19, Township 17 North, Range 16 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

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

15. DECLARATION OF AN EMERGENCY ORDINANCE 866

Carolyn Back led discussion and requested possible action in declaring an emergency regarding Ordinance 866, making it effective immediately upon passage and approval.

Motion by Harold Chance, second by Naomi Hogue, declaring an emergency regarding Ordinance 866, making it effective immediately upon passage and approval.

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

XIII. EXECUTIVE SESSION

1. EXECUTIVE SESSION

Consider a motion and vote to enter executive session pursuant to Title 25 O.S. Section 307 (B)(3) to discuss the possible purchase of certain real property located at or near the intersection of State Highway 51 and East 111th Street in the City of Coweta, by means of real property trade and transfer of title to the City's current Police and Fire Station property.

Motion by Harold Chance, second by Naomi Hogue to table executive session to next meeting scheduled for September 9, 2024.

Aye: Harold Chance
Naomi Hogue
Joe Cash

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024, 6:00 P.M.**

Caroline Martin
Randy Woodward

2. END EXECUTIVE SESSION

Exit the executive session to discuss and possibly take action on the purchase of certain real property at or near the intersection of State Highway 51 and East 111th Street in the City of Coweta by means of a real property trade and transfer of title to the City's current Police and Fire Station property.

No action taken as executive session was tabled to next scheduled meeting on September 9, 2024.

XIV. NEW BUSINESS

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

No new business.

XV. ADJOURNMENT

Mayor Hogue adjourned the meeting at 7:04 p.m.



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief

Re: Retirement/ Surplus FD Equipment

Date: August 19th, 2024

BACKGROUND

The Coweta Fire Department is requesting permission to retire Fire Department Dog Preacher from his Fire duties and to consider him to be surplus equipment. Preacher has been a vital part of the Coweta Fire Department since December of 2017 and has nearly met his retirement age.

STAFF RECOMMENDATION

Staff recommends that Preacher be released from his duties with Coweta Fire and be allowed to retire. We also recommend that Preacher be allowed to remain with his current handler Jeff Beller. Jeff has agreed to accept Preacher and be responsible for him during his retirement. Chief Woodward also requests that Mr. Beller be allowed to keep the transport kennel and other various small items (leashes, dog food, water bowls) to go with Preacher.

**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: Fire Department Contact: Brian Woodward Date: 8/19/2024

Items Requested to be Surplused: Search & Rescue K-9 Preacher

ID/Asset Tag Number: _____

<u>PROPERTY DESCRIPTION</u>	<u>CONDITION</u>	<u>DATE PURCHASED</u>	<u>Approximate Current Value</u>
Search & Rescue K-9, fully depreciated as of 6/30/2020	☐ Excellent ☒ Good ☐ Fair ☐ Poor	2/23/2017	none
		<u>PURCHASE PRICE</u>	
		\$5,000.00	

Reason for being surplused:

Preacher has nearly reached the end of his service life. Surplusing Preacher will allow him to retire & live with his current handler.

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:

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: _____



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief

Re: Hydraulic Ram Surplus to Haskell FD

Date: August 19th, 2024

BACKGROUND

The Coweta Fire Department recently surplused a 2008 Ford Rescue Truck to Haskell Fire for \$45,000. During this surplus, the hydraulic pump, motor and extrication tools were included in the purchase. Unfortunately, these Hydraulic Rams was missed in this purchase. These Hydraulic Rams are matching to the pump and motor that Haskell took possession of with the vehicle.

STAFF RECOMMENDATION

Staff recommends approval to surplus the Hydraulic Rams to be included with the Rescue truck recently purchased by Haskell.

**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: Fire Department Contact: Brian Woodward Date: 8/14/2024

Items Requested to be Surplused: 3 Hydraulic Rams

ID/Asset Tag Number: _____

PROPERTY DESCRIPTION	CONDITION	DATE PURCHASED	Approximate Current Value
3 seperate hydraulic rams that are 12', 18" & 24" when not in extended state.	☐ Excellent		500.00
	☒ Good		
	☒ Fair	PURCHASE PRICE	
	☐ Poor		

Reason for being surplused:

Hydraulic Pump & motor surplused on Rescue 1 (2008 Ford) to Haskell Fire. These 3 hydraulic rams are meant to be paired with pump & motor sold to Haskell. Items no longer needed on Coweta Fire apparatus.

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: Haskell Fire

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

Amount received: 500.00

-----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: _____



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: M.e.t Annual Assessment
Date: September 6, 2024

BACKGROUND

The Metropolitan Environmental Trust (M.e.t.) is a multi-governmental Trust Authority that was formed for the purpose of allowing member communities to jointly develop, deliver and support environmental programs and services, specifically recycling and waste disposal programs.

At its August 5th 2024 meeting, the Coweta City Council voted to withdraw from the M.e.t. Since that meeting, Executive Director Bobby Schultz has requested to appeal to the City Council to reconsider this decision.

Since the implementation of curbside recycling, the need for the recycling center is reduced to mostly items that are not handled by curbside recycling. In addition, the current location of the center is objectionable due to its proximity to residential properties. If it is decided that participation in the M.e.t. is to continue, then a more suitable location for the recycling center will be required.

Our FY25 Annual Assessment to continue to participate in this trust authority is \$27,704. The City of Coweta currently pays an additional \$5,400 per year to rent the site for the recycling center.

STAFF RECOMMENDATION

Staff requests a vote to reconsider the decision to withdraw from the M.e.t. and consider approval of the payment of the fiscal year 2024-2025 Annual Assessment in the amount of \$27,704.00.

ATTACHMENTS

Letter from Bobby Schultz, Executive Director of the M.e.t.



September 9, 2024

Coweta City Council
Coweta City Hall
310 S. Broadway
Coweta, OK 74429

Dear City Council Members,

The Metropolitan Environmental Trust provides many services for the City of Coweta. Among those services are education, a recycling center, assistance with stormwater grants, and access to hard-to-recycle collection events.

Since last year, our educator, Ali Kalenak, has provided education to your middle school. Since the start of this school year, she has expanded to the High School. She also provides a bin loan program to the schools to encourage recycling. Students collect recyclables and deliver them to our joint recycling center.

Coweta City Manager, Julie Casteen, shared your concerns regarding the city's recycling center. When the center was relocated to its current location, I specifically asked if there would be a problem with residents across the street. The landowner assured us there would be no problem because he knew the residents. Obviously, that was not the case.

When the site was set up, a city employee and city councilor reviewed the site. They agreed that a fence/gate at the front was not a good plan, because the site was so close to the street. The location has turned out to be a poor choice.

With the implementation of curbside recycling, there is a question of whether a recycling center is still needed. Although you may believe that most materials being dropped off are from non-residents. From experience, I can assure you that is not the case. For example, Broken Arrow implemented curbside recycling, yet they still collect more materials than any of the recycling centers operated by the Metropolitan Environmental Trust.

Why should you continue to offer a recycling center in Coweta?

- Our centers collect more items than are allowed in curbside recycling. For example...

Curbside Recycling

Plastic bottles
Aluminum and steel cans
Glass bottles
Food and beverage cartons, packaging
Mixed paper

The M.e.t. Recycling Center

Plastic bottles
Aluminum and steel cans
Glass bottles
Mixed paper
Cardboard

Cardboard

***Motor oil
Cooking oil
Plastic bags
Household batteries
Automotive batteries***

- Without an easy option to recycle motor oil and cooking oil, it's likely those items will be poured into storm drains or sinks.
- Plastic bags, household batteries and automotive batteries will likely be placed into curbside recycling bins.
- City officials have indicated that an e-waste option at the recycling center would be a benefit to your citizens. We can offer that option.
- After speaking with your Mayor and City Manager, it is clear that there is an interest in continuing with the recycling center if a new location can be identified.

Some additional items to consider:

- Most municipalities are required to have a hazardous waste program in place as part of the city's storm water contract/agreement with EPA and DEQ. That requirement is covered through your membership in the Metropolitan Environmental Trust. As Coweta grows, this will become crucial.
- The M.e.t. administers a voucher program for all member communities outside the City of Tulsa for access to the Household Hazardous Waste Collection Facility. Through your membership, citizens are entitled to vouchers which allow them to take up to 45 lbs. of materials to the facility at *no cost to the citizen. Without the voucher program, citizens will be required to pay these fees themselves, resulting in a large amount of illegal disposal and/or dumping.*
- Developing a new hazardous waste plan by the city would likely cost significantly more than membership in the M.e.t.
- Without an easy option to recycle motor oil and cooking oil, it is likely those items will be poured down storm drains or sinks. Plastic bags, household batteries and automotive batteries will likely be placed into curbside recycling bins.

The M.e.t. offers collection events for hard to recycle items *at no additional cost to the city*. Items collected at those events include:

The M.e.t. Collection Event Materials

Tires
Ammunition
Fire Extinguishers
E-Waste
Medical Sharps
Cardboard
Plastic Bags
Household Batteries
Automotive Batteries

The Metropolitan Environmental Trust Coweta as a member. We want to continue our relationship for many years to come.

If you have further questions, please do not hesitate to contact me. I can be reached at (918) 584-0584.

Sincerely,

A handwritten signature in black ink, appearing to read "Bobby Schultz", with a stylized flourish at the end.

Bobby Schultz
Executive Director
The Metropolitan Environmental Trust
One West Third Street, Suite 110
Tulsa, OK 74103



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Memorandum

To: Honorable Mayor and City Council
From: Julie Casteen, City Manager
Re: M.e.t. Appointment
Date: September 9, 2024

BACKGROUND

As a member of the Metropolitan Environmental Trust (M.e.t), Coweta holds a position on the M.e.t. Board of Directors. With recent staff changes, we need to appoint a new board member to represent Coweta. McKay Hale has agreed to serve in this position for the City.

STAFF RECOMMENDATION

Staff recommends the appointment of McKay Hale to the Metropolitan Environmental Trust Board of Directors.

ATTACHMENTS

None.



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: Request to Dismiss Abatement Fees
Date: September 6, 2024

BACKGROUND

The City of Coweta Code Enforcement Officer is charged with enforcement of a variety of City Codes. One of the most common code violations is overgrown grass. Code Enforcement typically mails a "Courtesy Letter" to the property owner requesting that the property be mowed by a certain date to avoid possible abatement.

In the month of May, 2024, 34 cases of tall grass were logged by the Code Enforcement Officer, with 13 of those being on or near State Highway 51.

On May 15, 2024, courtesy letters for seven lots were mailed to Randy Scott at the property address asking for the issue to be corrected. The letters were returned undeliverable.

On July 15, 2024, abatement notices were mailed to the mailing address on record with the County Tax Assessor's office per O.S. §11-22-111; this statute requires that notices of abatement be mailed to the mailing address on record with the tax assessor's office. These letters were also returned undeliverable, which according to the Post Office, is due to the PO Box being closed. Signs were also posted on the seven parcels advising of the potential abatement.

On July 29, 2024 a contractor mowed the properties at the direction of the Code Enforcement officer. The City's costs included the direct cost of the nuisance abatement as well as administrative costs and charges related to notices, recording fees and postage. Therefore, the cost assessed for a city cleanup is significantly higher than an owner's cost to do the same work.

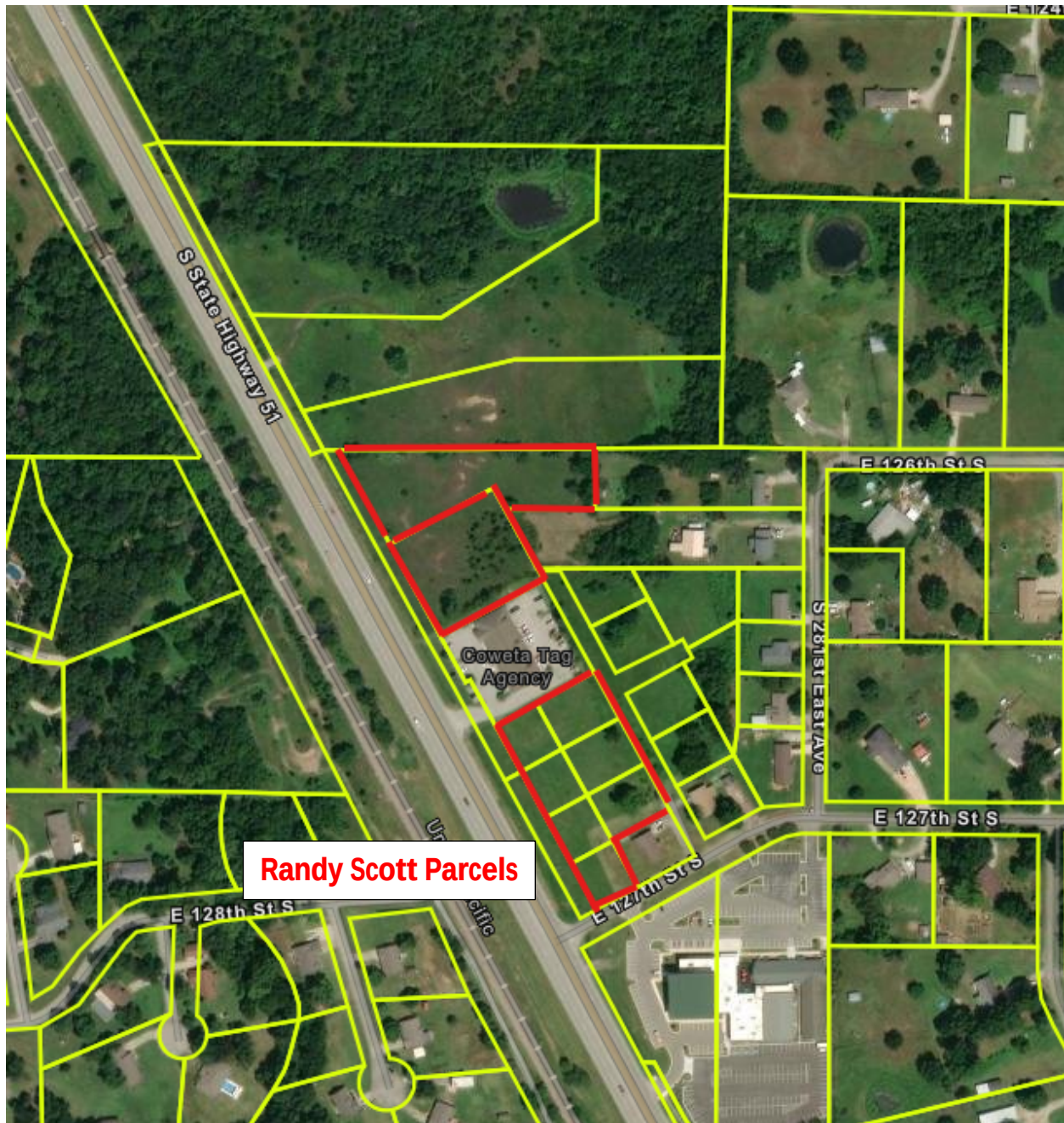
Mr. Scott came to visit with me regarding the abatement cost and I offered to waive the \$100.00 per parcel administrative fees for a total of \$700.00. The payment letters filed with the County reflect the amount that has already been waived. I have also been asked by two councilmembers to dismiss the entire cost of the abatement due to Mr. Scott's failure to receive the notices of Abatement.

STAFF RECOMMENDATION

Staff requests a motion to approve the dismissal or modification of the abatement costs totaling \$834.90.

ATTACHMENTS

Parcel Map.



- The nine properties outlined in red were noticed on May 15, 2024.
- Two of the nine properties were mowed before being abated.
- The seven parcels to the south were mowed by a contractor on July 29th.



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Memorandum

To: Honorable Mayor and City Council
From: Ronny Dooling, Public Works Director
Re: Purchase of 2024 Caterpillar Asphalt Roller, Model CB1.7
Date: August 26, 2024

BACKGROUND

The Public Works Department is requesting the purchase of a new 2024 Caterpillar Asphalt Roller, Model CB1.7 to be utilized by the Street Department for maintenance work of City streets.

The purchase price of 2024 Caterpillar Asphalt Roller, Model CB1.7 is \$30,965.00 utilizing Warren Cat's Sourcewell contract #011723-CAT.

Funds for this purchase would come from the Capital Improvements Budget, 12-5404.015.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the machine and related equipment and graphics at graphics at a cost not to exceed \$30,965.00.

Attachments:

Warren Cat Quote



Quote 292584-02

Aug 20, 2024

CITY OF COWETA
30151 E HWY 51
COWETA
Oklahoma
74429

Attention: RON DOOLING

Dear Ron Dooling,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: CB1.7 Paving Products with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C136027

SERIAL NUMBER: 064301079

YEAR: 2024

SMU: 5

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Grant Legg

Machine Sales Representative

MACHINE SPECIFICATIONS

CB1.7 03A UTILITY COMPACTOR	568-7901
LANE 3 ORDER	0P-9003
ENGINE, CAT C1.1	564-0665
MUFFLER, STD	485-6082
DRUM, STANDARD	485-6202
LIGHTS, WORKING	485-6089
ROPS, FOLDABLE	485-6085
SEAT, ADJ VINYL W/SEAT SWITCH	485-6186
PRODUCT LINK, CELLULAR PL641	590-9114
OIL, HYD, STANDARD	485-6087
INSTRUCTIONS, ANSI	485-6081
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LIGHT, BEACON	485-6189
GUARD, WORKING LIGHTS	485-6196
LIFT, SINGLE POINT	485-6097
YEAR OF MANUFACTURE PLATE	354-8706
CERTIFICATE OF ORIGIN	0P-1936
PACK, CONTAINER	0P-7069

SOURCEWELL CONTRACT # 011723-CAT
CITY OF COWETA ACCOUNT # 86901

SELL PRICE	\$30,965.00
NET BALANCE DUE	\$30,965.00
AFTER TAX BALANCE	\$30,965.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

F.O.B/TERMS:
COWETA OK.

Accepted by _____ on _____

Signature

Product Specifications For CB1.7



Weights

Operating Weight	3538 lb
------------------	---------

Operating Specifications

Standard Compaction Width	35 in
Curb Clearance	16 in
Ground Clearance	10 in
Travel Speed - Maximum	5.3 mile/h
Static Linear Load	72 lb/in

Engine

Gross Power	24.7 HP
Engine Model	Cat C1.1

Dimensions

Overall Length	80 in
Overall Width	40 in
Maximum Machine Height	94.5 in
Drum Width	35 in
Drum Diameter	22.5 in

Vibratory System

Frequency	3420 V/m
-----------	----------

Nominal Amplitude - High	0.019 in
Centrifugal Force per Drum - Maximum	3057 lb

Service Refill Capacities

Fuel Tank Capacity	7.9 gal (US)
Water Spray Tank Capacity	38 gal (US)

CB1.7 Standard Equipment

Operator Environment

ROPS Folding
 Operator Console w/ Emergency Stop, Simple Rocker Switches, and Machine Warning Indicator Lights
 Dual 12-volt Power Outlet
 Horn, Backup Alarm

Compaction System

Folding Scrapers
 Vibe Selection - Front, Rear, or Both
 Pressurized, Triple-Filtration Spray System

Powertrain

Air Cleaner, Dual Element
 Engine Belt Guard

Technology

ProductLink™

Electrical

Working Lights

Other

Vandal Protection - Lockable Hood and Controls Cover
 Machine Life and Tiedowns

CB1.7 Optional Equipment

Operator Environment

Adjustable Suspension Seat w/ Operator Presence Switch

ROPS Fixed

Electrical

Battery Disconnect

Roading Lights

Rotating Amber Beacon

Light Guards

Other

Single Point Lift



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Memorandum

To: Honorable Mayor and City Council
From: Ronny Dooling, Public Works Director
Re: Purchase of 2024 Mini Excavator
Date: September 4, 2024

BACKGROUND

The Public Works Department is requesting the purchase of a new 2024 Caterpillar Hydraulic Excavator, Model 305 with rearview camera and the following attachments: hydraulic thumb, breaker hammer, Verring XBC42-2 42" mini-ex brush cutter, HYDR.D. LOCK coupler, 24" bucket-HD, 39" bucket-DC, 530lbs Counterweight, stick steer control, stick long, and angle blade. The machine will come with 305-60 MO/2000 HR Premier extended coverage. The Streets department will use this equipment for maintenance of City streets, various right-of-ways, storm water system maintenance, and other in-house projects.

The purchase price of 2024 Caterpillar 305 Excavator is \$98,763.00 utilizing Warren Cat's Sourcewell contract #011723-Cat.

Funds for this purchase would come from the Capital Improvements Budget, 12-5404.015.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of the machine and related equipment and graphics at a cost not to exceed \$98,763.00.

Attachments:

Warren Cat Quote



Quote 294747-03

Sep 03, 2024

CITY OF COWETA
30151 E HWY 51
COWETA
Oklahoma
74429

Attention: RON DOOLING

Dear Ron Dooling,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 305 Hydraulic Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C142954

SERIAL NUMBER: 05G506852

YEAR: 2024

SMU: 4

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Grant Legg

Machine Sales Representative

MACHINE SPECIFICATIONS

305 07A CR MHE DCA4B	638-2098
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
WATER JACKET HEATER, 120V	519-8302
CAT KEY, WITH PASSCODE OPTION	522-6460
BOOM, SWING	527-7599
LINES, BOOM	527-7611
TRACK, 16", RUBBER BELT	527-7627
FILM, INC. CANADA	552-5984
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
305 07A CR MINI EXCAVATOR	576-7009
CAB, WITH HEAT AND A/C	576-7025
COUNTERWEIGHT, STANDARD	576-9149
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8859
LIGHTS, LED	579-8868
LIGHTS, LED, REAR	579-8870
MONITOR NEXT GEN, CAMERA READY	579-8876
CAMERA, REAR VIEW	579-8892
LINES, STICK	584-3653
LINKAGE BUCKET W/LIFTING EYE	584-4306
CONTROL, QC, 3 LINE	584-4311
LINES, QC, LNG STK, 3 LINE	586-0416
INSTRUCTIONS, ANSI	595-7021
HYDRAULIC OIL	595-9905
STICK, LONG, 1- AUX, ANGLE BLD	596-7646
BLADE, ANGLE, BOCE	597-0755
ENGINE, EPA TIER 4 FINAL	611-2416
LANE 3 ORDER	0P-9003
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
PRODUCT LINK, CELLULAR PL243	579-8889
INTEGRATED RADIO V2	639-4462
COUPLER, PG, HYDR.D.LOCK, 5-6T	485-5301
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911
THUMB, HYDRAULIC, 5-6T	575-0496
HAMMER, B6	532-9106
LINES, B4-B6-B8 HAMMER, 5T-9T	532-9089
PINS, BUCKET, 45MM	282-2785
BUCKET-DC, 39", 5.9 FT3, 5T	279-4326
BRACKET, MHE 5-6T, 45MM, XL	611-9614
COUNTERWEIGHT, EXTRA, 530LBS	582-7126
VIRNIG BRUSH CUTTER, MINI EXCAVATOR HEAVY DUTY 42" DECK	

SOURCEWELL CONTRACT # 011723-CAT
CITY OF COWETA ACCOUNT # 86901

SELL PRICE	\$98,763.00
NET BALANCE DUE	\$98,763.00
EXT WARRANTY	Included
AFTER TAX BALANCE	\$98,763.00

WARRANTY

Standard Warranty: Standard 24 Month 2000 Hour Full Machine Coverage
Extended Coverage: 305-60 MO/2000 HR PREMIER

F.O.B/TERMS:
CITY OF COWETA

Accepted by _____ on _____

Signature



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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Purchase Police Vehicles
Date: 09/05/2024

BACKGROUND

For the past seven years, the Coweta Police Department has replaced all police pursuit vehicles with updated, newer equipment. The system implemented allows our department to replace any police vehicle that reaches 100K in mileage during its lifetime. This has been determined to be the mileage at which the vehicle's safe operation and maintenance costs have reached a critical point.

BENEFITS

By replacing all police vehicles at 100K, the city will gain savings on the maintenance cost due to vehicle warranties during the first two years of service. Each year, police vehicle operation safety becomes more advanced and updated due to safety research ensuring increased safety for officers and citizens.

COSTS

The cost per unit for the Dodge Durango is \$46,955.00, with a total purchase cost for two Durangos of \$93,910.00. The cost for one Chevrolet Police Tahoe is \$61,128.48, and the total project cost is \$155,038.48, utilizing the State of Okla Contact #SW035.

This purchase was approved during this year's budget and will be funded in account 12-5403-007.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of these units as described above, and to allow the City Manager to sign all documents pertaining to these purchases.

ATTACHMENTS

2 Quotes from John Vance Motors.

JOHN VANCE MOTORS, INC
FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000074088



QUOTE

DATE	9/5/2024
QUOTE NUMBER	000Q14875
EXPIRATION DATE	8/5/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT
PO Number	

SOLD TO:	SHIP TO:	
-----------------	-----------------	--

City of Coweta
Ron Peterson

City of Coweta
Ron Peterson
212 N. Broadway
PO Box 850
Coweta, OK 74429
(918)805-3829

Any Questions? Call 405-282-3800
Jason Williamson

PO Box 850
Coweta, OK 74429
(918)805-3829

Jason@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW035	OKLAHOMA STATE CONTRACT		
2	WDEE75	2025 Dodge Durango PPV	\$45,645.00	\$91,290.00
2	AWD	All Wheel Drive	\$0.00	\$0.00
2	EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00	\$0.00
2	DFT	Transmission: 8-Speed Automatic	\$0.00	\$0.00
2	DPM	3.09 Rear Axle Ratio	\$0.00	\$0.00
2	ADL	Skid Plate Group	\$370.00	\$740.00
	XCS	Extra Key (Only At Time Of Factory Order)	\$455.00	\$910.00
2	LNF	Black Left LED Spot Lamp	\$0.00	\$0.00
	LSA	Security Alarm	\$190.00	\$380.00
2	CW6	Deactivate Rear Doors/Windows	\$145.00	\$290.00
2	WBN	Wheels: 18" x 8.0" Black Steel	\$0.00	\$0.00
2	TXQ	Tires: 255/60R18 Pursuit Rated On/Off Road	\$0.00	\$0.00
2	A7X9	Black, Cloth Bucket Seats w/Rear Vinyl	\$150.00	\$300.00
2	PX7	Exterior: White	\$0.00	\$0.00
SubTotal \$46,995 PER UNIT				\$93,910.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

- 1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE
- 2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.
- 3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE
- 4) BALANCE DUE AT DELIVERY UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN

SUB-TOTAL	\$93,910.00
TAG/TAXES	\$0.00
TOTAL DUE	\$93,910.00

Dealer: _____ 1 of 1

VANCE COUNTRY FORD

FLEET & GOVERNMENT SALES
PO BOX 1600, GUTHRIE, OK 73044
405-282-3800
Ok Vendor #0000075466



QUOTE

DATE	9/4/2024
QUOTE NUMBER	000Q15145
EXPIRATION DATE	9/10/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

SOLD TO:	SHIP TO:
----------	----------

City of Coweta

City of Coweta

Any Questions? Call 405-282-3800

Ron Peterson
212 N. Broadway
PO Box 850
Coweta, OK 74429
(918)805-3829

Ron Peterson
212 N. Broadway
PO Box 850
Coweta, OK 74429
(918)805-3829

Jason Williamson

Jason@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW035	OKLAHOMA STATE CONTRACT		
1	CK10706	2024 CHEVROLET TAHOE	\$48,821.00	\$48,821.00
1	4WD/RC1	4 WHEEL DRIVE w/ SKID PLATE	\$3,236.00	\$3,236.00
1	9C1	POLICE PURSUIT VEHICLE	\$0.00	\$0.00
1	L84	ENGINE: 5.3L ECOTEC V8	\$0.00	\$0.00
1	MHU	TRANSMISSION: 10 SPEED AUTOMATIC	\$0.00	\$0.00
1	6C7	LIGHTING, RED AND WHITE FRONT AUX DOME	\$0.00	\$0.00
1	6J3/6J4	WIRING, GRILLE LAMP & SPEAKERS, HORN/SIREN CIRCUIT	\$275.00	\$275.00
1	6J7	FLASHER SYSTEM, HEADLAMP AND TAILLAMP	\$0.00	\$0.00
1	WX7	WIRING, AUXILIARY SPEAKER	\$57.00	\$57.00
1	9G8	DAYTIME RUNNING LAMPS AND AUTO HEADLAMP CONTROL DELETE	\$50.00	\$50.00
1	AMF	ADDITIONAL KEY/FOB	\$275.00	\$275.00
1	BG9	RUBBERIZED VINYL FLOORING	\$0.00	\$0.00
1	BVE	ASSIST STEPS	\$0.00	\$0.00
1	7X3	DRIVERS SIDE SPOTLIGHT	\$0.00	\$0.00
1	IOR	AUDIO SYSTEMS 8" COLOR TOUCH SCREEN w/ BLUETOOTH CONNECTION	\$0.00	\$0.00
1	PXT	WHEELS: 20" STEEL	\$0.00	\$0.00
1	XCS	TIRES: 275/55R20 ALL SEASON	\$0.00	\$0.00
1	UN9	RADIO SUPPRESSION PACKAGE	\$91.20	\$91.20
1	UT7	GROUND WIRES	\$0.00	\$0.00
1	V76	RECOVERY HOOKS	\$50.00	\$50.00
1	5J0	FRONT PARK ASSIST DISABLE	\$0.00	\$0.00
1	BTB	REMOTE VEHICLE START	\$300.00	\$300.00
1	H1T/5T5/AZ3	INTERIOR: JET BLACK, 40/20/40 CLOTH FRONT, REAR VINYL	\$0.00	\$0.00
1	GAZ	EXTERIOR: SUMMIT WHITE	\$0.00	\$0.00
SubTotal				\$53,155.20
FOR BUDGETING PURPOSES FOR THE 2025 MODEL YEAR, PLEASE ADD 10-15% TO THE TOTAL COST PER UNIT TO COVER ANY INCREASE IN PRICE				

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.

3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

SUB-TOTAL	\$53,155.20
	\$0.00
TOTAL DUE	\$53,155.20



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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Purchase of Equipment for two Dodge Durangos and one Chevrolet Police Tahoe
Date: 9/05/2024

BACKGROUND

Coweta Police Department is requesting police equipment for two new Dodge Durango Police SUVs and one Chevrolet Police Tahoe.

BENEFITS

Ensures that the Officers have the equipment in the vehicles needed to provide police services to the community safely. (See attachments for equipment list)

COSTS

The required equipment will cost \$68,030.31 to outfit two Dodge Durangos and one Chevrolet Police Tahoe. The funds for this purchase will come out of Capital Improvement Budget 12-5404-007.

STAFF RECOMMENDATION

The staff recommends a motion to approve the purchase of the required equipment as requested above and allow the City Manager to sign all documents pertaining to this purchase.

ATTACHMENTS

2 Quotes from Visual Force Inc.
Quote from Motorola Solutions
Quote from MEEKS Group
Quote from Muskogee Communication



COWETA, CITY OF

02/29/2024

02/29/2024

COWETA, CITY OF
212 N BROADWAY
COWETA, OK 74429

Dear Ron Peterson,

Motorola Solutions is pleased to present COWETA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COWETA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Carl Wilson at carl@muskogeecomm.org.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Carl Wilson

Motorola Solutions Manufacturer's Representative

Billing Address:
COWETA, CITY OF
212 N BROADWAY
COWETA, OK 74429
US

Quote Date:02/29/2024
Expiration Date:04/29/2024
Quote Created By:
Carl Wilson
carl@muskogeecomm.org

End Customer:
COWETA, CITY OF
Ron Peterson
rpeterson@cityofcoweta-ok.go
918-805-4243

37435 - OMES, OK SW1053M

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 4500 Enhanced						
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	1	\$2,117.44	\$1,545.73	\$1,545.73
1a	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	1	\$454.00	\$454.00	\$454.00
1b	G66BF	ADD: DASH MOUNT O2 APXM	1	\$138.00	\$100.74	\$100.74
1c	GA00580AA	ADD: TDMA OPERATION	1	\$495.00	\$361.35	\$361.35
1d	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	1	\$1,727.00	\$1,260.71	\$1,260.71
1e	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1f	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$523.00	\$381.79	\$381.79
1g	GA00804AA	ADD: APX O2 CH (GREY)	1	\$541.00	\$394.93	\$394.93
1h	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM)	1	\$79.00	\$57.67	\$57.67
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1j	W484AF	ALT: ANT 3DB GAIN 762-870MHZ	1	\$42.00	\$30.66	\$30.66



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$57.67	\$57.67
1l	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00

Grand Total **\$4,645.25(USD)**

Notes:

- 37435 - OMES, OK SW1053M
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



Quote Q019871

Company : City of Coweta
P O Box 850
Coweta OK 74429-0850
United States

Page 1 of 1
Quote date 02/29/24
Customer account C00157
Account manager TJ Magana

Contact : Ron Peterson
Email : rpeterson@cityofcoweta-ok.gov

Hi Ron,

Thank you for your quote request.

Product 1

Job title : Dodge Durango Stripe Kit

Description :
177 X 53 Blue Stripes -Printed on 3M IJ-180 Laminating, 8518 Gloss Contour Cutting-Roland
1-79 X 43 -Printed on 3M IJ-5100R Reflective Vinyl Laminating, 8518 Gloss Contour Cutting-Roland

Installation Vehicle Prepping
, Art Provided Layout
Proof:
PO Number:

Quantity : 2
Price (Ex Tax) : \$1,311.40
Tax : \$0.00

Amount payable (Inc Tax) **\$1,311.40**

Sales Representative: House Account

Subtotal::	\$1,311.40
Freight:	\$0.00
Tax:	\$0.00
Total:	\$1,311.40

Sales tax not included.

Thank you,
The Meeks Group Team

P.O. Box 1613
Muskogee, OK 74402

DATE	ESTIMATE NO.
8/6/2024	3794

DESCRIPTION	QTY	COST	TOTAL
IGNITION KIT	3	18.00	54.00
POWER CABLE	3	35.00	105.00
COAX WITH CONNECTER	3	35.00	105.00
LARSON ANTENNA NMOWBQB WITH SPRING	3	60.00	180.00
JOTTO BRACKETS FOR XPR5550E	3	60.00	180.00
AAM28JQN9RA1AN MOTOROLA XPR5550E VHF 45 WATT MOBILE RADIO	3	1,041.00	3,123.00
RSN4002A 13 WATT EXTERNAL SPEAKER	3	71.00	213.00
QUOTE IS VALID FOR 14 DAYS		TOTAL \$3,960.00	

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015

Phone 918-739-4555
Fax 918-739-4557



Quote

Date	Quote #
9/5/2024	4680

Name / Address
Coweta Police Department Ron Peterson P.O. Box 850 Coweta, OK 74429

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	Cost	Total
Installation	Installation 2024 Chevy Tahoe	16	90.00	1,440.00
SO-ENFWB(8Mod-12LED)	Nforce 8mod 12LED Split Front R/W-B/W with full scene	1	1,032.92	1,032.92
SO-ETSA482CSP	SoundOff 400 Series 200W cnsl btn siren	1	493.43	493.43
SO-ETSS100J5	SoundOff Speaker 100J5	2	220.99	441.98
SO-ETSSVBK07	SoundOff Spkr Brckt Tahoe 2021/24	1	31.85	31.85
SO-PMP2BKUMB5-D	SoundOff Wedge MirrorMt mPwr/Incptr 21Tahoe-Driver	1	25.48	25.48
SO-PMP2BKUMB5-P	SoundOff Wedge MirrorMt mPwr/Incptr 21Tahoe Pass	1	25.48	25.48
SO-EMPSCG2STS5RBW	SoundOff MPwr 4" 3Wire StudMt 18LED RBW (under mirror)	2	133.28	266.56
SO-EMPSCG2STS5RBW	SoundOff MPwr 4" 3Wire StudMt 18LED RBW (grill)	2	133.28	266.56
SO-EMPSCG2STS4J	SoundOff MPwr 4" 3Wire StudMt 12LED R/B (cargo)	4	120.05	480.20
SO-PMP2WSDDDB	SoundOff Dbl Window Shroud 4" MPower (cargo windows)	2	17.15	34.30
SO-EMPSCG2QMS4J	SoundOff MPwr 4" 3Wire QkMt 12LED R/B (Tag area)	2	120.05	240.10
SO-PMP1BK003	SoundOff D Pillar 6 wedgeKit 21-24 Tahoe MPwr	1	54.88	54.88
SO-EMPSCG1QMS3J	SoundOff MPwr 3" 3Wire QkMt 8LED R/B (D Pillar)	6	107.31	643.86
JO-425-6569	Jotto Cnsl 21 Tahoe w/locking lid	1	871.00	871.00
JO-425-6651	Jotto FacePlt 12v outlet	1	59.00	59.00
JO-425-3704	Jotto Dual ABS Cup Holder	1	63.00	63.00
JO-425-6260	Jotto Arm Rest-Upper Structure 7.75x8x8	1	78.00	78.00
WE-36-4045	Westin Push Bump Elite 21-23 Tahoe	1	778.00	778.00
WE-36-4045PB	Westin Pit Bar Elite 21-23 Tahoe	1	506.00	506.00
WE-36-4045W	Westin Push Bump Wing Wrap Elite 21-23 Tahoe	1	349.00	349.00
WE-36-6015	Westin PushBump Channel	1	67.00	67.00

Thank you for your business.

Total

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015

Phone 918-739-4555
Fax 918-739-4557



Quote

Date	Quote #
9/5/2024	4680

Name / Address

Coweta Police Department
Ron Peterson
P.O. Box 850
Coweta, OK 74429

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep

MAS

Item	Description	Qty	Cost	Total
	Customer providing radios, coax, and antennas SoundOff products quoted per NASPO/SW141 Agreements			
Thank you for your business.		Total \$8,248.60		

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015

Phone 918-739-4555
Fax 918-739-4557



Quote

Date	Quote #
8/1/2024	4646

Name / Address
Coweta Police Department Ron Peterson P.O. Box 850 Coweta, OK 74429

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	Cost	Total
Installation	Installation 2024 Dodge Durango	18	90.00	1,620.00
SO-ENFWB(8Mod-12LED)	Nforce 8mod 12LED Split Frt DualColor	1	1,032.92	1,032.92
SO-EMPTC00T5H	SoundOff MPwrTraf Cntrl 4Hd Rear 12LED R/A B/A (Rear Window)	1	691.39	691.39
SO-ETSA482CSP	SoundOff 400 Series 200W cns1 btnn siren	1	493.43	493.43
SO-ETSS100J5	SoundOff Speaker 100J5	2	220.99	441.98
SO-EMPS2STS5RBW	SoundOff MPwr 4" 18LED Stud Mt R/B/W (under side mirror)	2	133.28	266.56
EQUIP-VARIOUS	SoundOff Under Mirror Bracket PNT3BKUMB4	2	38.00	76.00
SO-ETTFK02	SoundOff Tail Lt Flasher 15-24 Durango	1	271.00	271.00
SO-EMPS2STS5RBW	SoundOff MPwr 4" 18LED Stud Mt R/B/W (On side&front of bumper)	4	133.28	533.12
SO-PMP2BKDGJAJ	SoundOff MPwr 4" D/G Adj Brkt Kit	4	7.84	31.36
SO-EMPS2QMS5RBW	SoundOff MPwr 4" 18LED Quick Mt RBW On rear side qtr panel	2	133.28	266.56
SO-EMPS2QMS5RBW	SoundOff MPwr 4" 18LED Quick Mt RBW(tag area)	2	133.28	266.56
JO-425-6680	Jotto Console 21/24 Durango	1	620.00	620.00
JO-425-6651	Jotto FacePlt 12v outlet	1	59.00	59.00
JO-425-6411	Jotto Arm Rest Adjstble 7.75X8X8	1	146.00	146.00
JO-425-3704	Jotto Dual ABS Cup Holder	1	63.00	63.00
JO-475-0822	Jotto Prtn Cargo Barrier 16-24 Durango	1	589.00	589.00
JO-475-0966	Jotto Prtn SpaceCreator/Wndw 16-24 Durango	1	1,129.00	1,129.00
JO-475-1417	Jotto Prtn Window Armour 16-24 Durango	1	429.00	429.00
JO-475-8848	Jotto Prtn Exte/Panels 16-24 Durango	1	149.00	149.00
WE-WEI-005-DUAL	Weiser Dual GunMt 1 clasp style 1 univ style lock	1	481.00	481.00
ST-75456	StreamLight Stinger DS LED HL	1	181.00	181.00
Coax w/Mini Connector	Coax w/ Mini Connector	2	29.00	58.00
AR-QWB152	Tessco Ant 1/4 Wv 152-162 Black Unity	1	17.00	17.00
AR-TRAB8063	Tessco Ant 806-866 Black Phantom	1	42.00	42.00
SE-BK0534DUR21	Setina PushBump PB400 21-24 Durango	1	629.00	629.00
Thank you for your business.		Total		

Visual Force, Inc.
2720 North Highway 167
Catoosa, OK 74015

Phone 918-739-4555
Fax 918-739-4557



Quote

Date	Quote #
8/1/2024	4646

Name / Address
Coweta Police Department Ron Peterson P.O. Box 850 Coweta, OK 74429

PRICES GOOD FOR 30 DAYS FROM DATE OF QUOTE

Rep
MAS

Item	Description	Qty	Cost	Total
SE-HK2273DUR21	Setina HdLt Grd w/Alum PB9 21-24 Durango	1	857.00	857.00
JO-450-4128	Jotto Cmptr Mt Surface Pro Station	1	312.00	312.00
JO-425-2827	Jotto Pedestal Mount	1	161.00	161.00
JO-425-1188	Jotto Articulated Arm	1	143.00	143.00
ST-805-0022-00	Stalker Radar Dual 2 KA Antna System	1	2,729.00	2,729.00
EQUIP-VARIOUS	Stalker Radar Mounts for Durango	1	231.00	231.00
	SoundOff Signal products quoted per NASP/SW141 agreement			
Thank you for your business.		Total		
		\$15,015.88		



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Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Approval of Windstream Addendum to Agreement for E911
Date: 8/22/2024

BACKGROUND

The City of Coweta's PSAP E911 must in compliance with both State and Federal law maintain a connection with the local company to provide what they consider the "Last Mile". Windstream fulfills this requirement for the City of Coweta PSAP. This connection cannot be completed with any other company other than Windstream.

BENEFITS

Upon execution of the attached addendum, which will then be attached to the yearly agreement the City currently has enforce, Windstream agrees to lock in the current cost of these services for the next sixty (60) months. This will provide a cost-saving factor for the city in the future. Windstream has also provided a "Loss of Funding Clause" which will allow the city to cancel this agreement at any time during the sixty-month period.

COSTS

There is no cost associated with this addendum, short of the bills currently being paid from the E911 accounts.

STAFF RECOMMENDATION

Staff recommend approval of this agreement and allowing the mayor to sign all pertinent documents associated with this agreement.

ATTACHMENTS

Renewal Addendum
Addendum to Agreement- Loss of Funding
Addendum to Agreement- Rate Guarantee

RENEWAL ADDENDUM

Offer: 204967380-CUSTOMSPECIAL-MUL-OTC-20240809

THIS ADDENDUM ("Addendum") is entered into between the Windstream entity that appears on your bill ("WIN") and **City of Coweta 911 ("Customer")** and amends the Service Terms and Conditions (collectively along with this Addendum, the "**Agreement**") entered between WIN and Customer. Undefined capitalized terms used herein shall have the meanings ascribed in the Service Terms and Conditions.

The Agreement shall be deemed amended as follows:

1. **Renewal Term; Pricing.** The Customer has one or more portions of Service(s) scheduled to become out of term or are currently out of term, and due to this state, WIN has or may be scheduled to remove any discounts and reoccurring credits in place and move the Customer to a month-to-month term with an increase above tariffed base rates. In exchange for a new renewal ("Renewal Term"), WIN agrees to leave the pricing for the Services as it was during the July 2024 billing cycle. Historic billing can be viewed online via the Customer Portal. For the avoidance of doubt, WIN's agreement to leave pricing as it was during the billing cycle does not constitute a rate lock for the Renewal Term or subsequent renewal or automatic renewal terms, as applicable. WIN reserves the right to increase rates in accordance with Section 2 of the Service Terms and Conditions.
2. Please check the box to select the Renewal Term:

☐ Sixty (60) month Renewal Term
3. **Impacted Accounts.** This Renewal Term applies to all the billing account number(s) listed below. All accounts will be updated to a coterminous contract end date, regardless of current individual contract end dates. Please note that service descriptions on the Customer bill(s) will change.
Account Number(s): See Attachment A
4. **Early Termination Liability.** If Customer terminates the Agreement after commencement of the Renewal Term for any reason other than for cause, Customer shall incur liability for early termination as set forth in the Agreement, as well as the full amount of any applicable credit(s), should they apply.
5. **Applicable Terms and Conditions.** The Service Terms and Conditions, which can be accessed at: <https://www.windstreamenterprise.com/legal/service-terms-and-conditions/> shall apply and govern the provision of Services during the term of this Agreement and any subsequent service term, including how these terms may change in the future. To the extent there is a conflict between these incorporated terms and the terms of this Addendum, the terms of this Addendum shall control.
6. **Miscellaneous.** Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made with the understanding that should the Customer have any disconnect, conversion or account change(s) in process, WIN reserves the right to negate this Agreement or if it was generated in error or based on faulty data. This Addendum supersedes and replaces all prior and contemporaneous agreements, terms and conditions, discussions and understandings, whether written or oral, concerning the subject matter hereof, with the understanding, this Addendum does not modify any terms and conditions that exist in the original Agreement in respect to rate adjustments. Handwritten modifications to this Addendum are not binding on either WIN or Customer. This Addendum is not effective until executed by an authorized representative of each party.

This Renewal Agreement offer will expire in seven (7) calendar days from the date issued and will not be accepted after that time.

RENEWAL ADDENDUM

IN WITNESS WHEREOF, WIN and Customer have executed this Addendum by their duly authorized representatives, on the day and year indicated below.

Customer:_____

Address:_____

Customer Authorized Signature	Print Name/Title	Date
-------------------------------	------------------	------

Windstream Acceptance	Print Name/Title	Date
-----------------------	------------------	------

Confidential and Proprietary
Rev Date: 2022-02-03
Extension Date: 2024-08-09

Attachment A

Billing Account Number	Location Number	Location Name
041700521	041700521	CITY OF COWETA 911

ADDENDUM TO AGREEMENT

THIS ADDENDUM ("Addendum") is entered into between Windstream and **City of Coweta 911** ("Customer") and amends the Windstream Service Terms and Conditions entered between Windstream and Customer (each, a "Party" and collectively "the Parties") on Service Order Renewal Offer: 204967380-CUSTOMSPECIAL-MUL-OTC-20240809 ("Renewal").

The Agreement shall be deemed amended as follows:

RATE GUARANTEE

Windstream and Customer agree that during the sixty (60) month Renewal Term, Windstream will not increase Customer's Monthly Recurring Charges for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for such services). The foregoing right shall not apply to changes to, additions of and/or increases in TDM access charges, all permissible taxes, surcharges, fees and assessments that apply to the Services.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

This Addendum is not effective until executed by an authorized representative of each party.

**City of Coweta 911
(Customer)**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**Windstream
(and its affiliates)**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDENDUM TO AGREEMENT

THIS ADDENDUM ("Addendum") is entered into between Windstream and **City of Coweta 911** ("Customer") and amends the Windstream Service Terms and Conditions entered between Windstream and Customer (each, a "Party" and collectively "the Parties") on Service Order Renewal Offer: 204967380-CUSTOMSPECIAL-MUL-OTC-20240809 ("Renewal").

The Agreement shall be deemed amended as follows:

LOSS OF FUNDING

Windstream and Customer hereby agree that Customer shall have the right to cancel or reduce any and all Services represented by the above listed Service Order Renewal Offer at any time without liability for Liquidated Damages due to reduction or loss of funding. Customer may cancel or reduce Services upon at least thirty (30) business days' written notice to Windstream in the event funds for Service become unavailable/reduced or in the event of exigent circumstance. Customer shall pay Windstream for all charges and costs for Services incurred prior to any such cancellation or reduction. Note, this provision shall not apply should Customer choose to terminate the Agreement but was appropriated funding for the contract.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

This Addendum is not ~~City of Coweta 911~~ executed by an authorized representative of each ~~Windstream~~
City of Coweta 911 **(Customer)** **(and its affiliates)**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



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Memorandum

To: Honorable Mayor and City Council

From: Brian Woodward, Fire Chief

Re: Wireless Headset Award of Bid

Date: September 2, 2024

BACKGROUND

The Coweta Fire Department is currently operating with one apparatus unit with NFPA approved hearing protection while responding emergent to 911 calls. This request is to outfit all Fire Department (operational) apparatus with NFPA compliant wireless headsets. Not only will these devices protect firefighters hearing, but they will also allow wireless communication while operating outside the cab of their selected apparatus. This purchase will be beneficial for all firefighters and future firefighters to reduce their chances of hearing loss. If approved, this purchase would be paid for with Wagoner County Rural Firefighters Fund.

Chickasaw Personal Communications was the lowest bid from the published Request for Proposals.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase and installation of the Wireless Headsets from Chickasaw Personal Communications, the lowest responsible bidder, for \$40,659.90.



ATTACHMENT 1
PRICING PROPOSAL FORM

COST OF EQUIPMENT	Unit Price	Extended Price for Quantity of 14
	4808.55	33,659.90
COST OF DELIVERY	None	
COST OF INSTALLATION	7000.00	
TOTAL PROPOSAL COST	40,659.90	
WARRANTY PERIOD	1 year	



ATTACHMENT 2 SIGNATURE PAGE

"✓" Check box that indicates business structure of Contractor

Individual or Proprietorship

Partnership or Joint Venture

Limited Liability Company

☒ Corporation

The undersigned certifies that (s)he is (title) of the Contractor entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Contractor, if awarded.

Contractor Organization Name (DBA also required if Individual or Proprietorship)

By: Butch McCurdy

Printed Name: Butch McCurdy

Title: General Manager

By:

(If Contractor is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signature above, Contractor agrees to the following:

1. If awarded a contract in response to this RFP, Contractor will be able and willing to comply with the insurance requirements set out in this RFP.
2. If awarded a contract in response to this RFP, Contractor will be able and willing to comply with all representations made by Contractor in Contractor's Proposal and during Proposal process.



ATTACHMENT 3 REFERENCES

Provide THREE (3) references including primary contact name, title, address and phone number.

Reference No.1

Name: Blaine County Em - Jim Shelton
Title: EM.
Address: 521 E. 9th St.
Phone: Watonga, OK 73772 580 623 1043

Reference No.2

Name: Omega Fire Dept. BJ Wagner
Title: Fire Chief
Address: 14888 Country Ln. Kingfisher, OK 73950
Phone: 405 226 3125

Reference No.3

Name: Hitchcock Fire Dept. - Dustin Scheffler
Title: Fire Chief
Address: 100 W. Broadway Hitchcock, OK 73744
Phone: dustin.scheffler@ghm.com 580 748 0674



ATTACHMENT 4 NON-COLLUSION AFFIDAVIT

PROPOSAL INVALID IF AFFIDAVIT NOT SIGNED AND NOTARIZED AND SUBMITTED WITH BID

State of Oklahoma

County of Oklahoma

COMES NOW, Butch McCurdy, ("Affiant") of lawful age, and after being duly sworn upon his or her oath, states as follows:

1. That Affiant is duly authorized by the contractor identified below to submit the attached proposal and to make this Affidavit on behalf of the contractor. Affiant further states that the contractor has not been a party to any collusion among contractors in restraint of freedom of competition by agreement to submit a proposal at a fixed price or to refrain from bidding, nor has the contractor been a party to any collusion with any official or employee of the **City of Coweta and/or the Coweta Public Works Authority**, or in any discussions between contractors or any official or employee of the **City of Coweta and/or the Coweta Public Works Authority** concerning the exchange of money or other thing of value for special consideration in the letting of a contract.
2. That Affiant is fully aware of the facts and circumstances surrounding the making of the proposal and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such proposals.

Signature: Butch McCurdy Title: General Manger

Subscribed and sworn before me this: 4th day of September, 20 24

Notary Public: Beth Gross

My commission expires: 7-26-27





Payments: Ardmore: Norman: Oklahoma City:
 P.O. BOX 2556 1505 W. Broadway 4201 Classen Cir. 7321 Broadway Ext
 ARDMORE, OK 73402 Ardmore, OK Norman, OK 73071 OKC, OK 73116
 Ph: 580-223-5162 Ph: 580-223-5162 Ph: 405-321-5210 Ph: 405-840-2345
 billing@chickasawpersonal.com sales@chickasawpersonal.com

Estimate

TERMS	DATE	ESTIMATE #
Net 15	9/4/2024	16018

Name / Address
COWETA FIRE BRIAN WOODWARD P.O. BOX 850 COWETA, OK 74429

Ship To
COWETA FIRE BRIAN WOODWARD 214 N. BROADWAY COWETA, OK 74429

REP.					Account #
KWG					23949
ITEM	QTY	DESCRIPTION	COST	TOTAL	
		FIRECOM SYSTEMS - 7 TRUCKS WITH 2 HEADSETS PER UNIT. INSTALLATION IN COWETA - INTERFACED TO KENWOOD NX-5000 SERIES RADIOS Engine 2 headsets Brush 2 headsets Brush 2 headsets Tanker 1 2 headsets Ems 1 2 headsets Ems 2 2 headsets Ems 3 2 headsets			
UHW507	14	HEADSET, WIRELESS DECT7 W/ BT, UNDER HELMET STYLE	1,022.00	14,308.00	
108-0087-00	14	Charger Cable Assembly, heavy duty, unterminated	24.95	349.30	
108-0678-00	14	Hanger Hook NFPA Compliant Behind Head or Under Helmet ONLY - yellow	10.95	153.30	
473-0006-00	1	HEADSET TOOL	4.95	4.95	
WB505R	7	Wireless Base Station, up to 5 connections DECT6 or DECT7 full duplex headsets	1,370.00	9,590.00	
5100D	7	DIGITAL INTERCOM MAX WIRELESS BASE / HEADSET CONNECTIONS = 6 1 RADIO CONNECTION 1 AUX I/O CONNECTION	1,045.00	7,315.00	
MR-65X	7	FIRECOM KENWOOD REAR CABLE KIT	212.00	1,484.00	
KES-5	7	NX/VM 5000 SERIES RADIOS	65.05	455.35	
INSTALLATION	1	EXTERNAL SPEAKER KENWOOD INSTALLATION in Coweta, OK	7,000.00	7,000.00	
			Total	\$40,659.90	



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Memorandum

To: Honorable Mayor and City Council
From: McKay Hale, Assistant City Manager
Re: Supplemental Appropriations for Governmental Funds
Date: September 6, 2024

BACKGROUND

The Fire department has requested to purchase 14 wireless communication headsets that will provide hearing protection to our firefighters. This purchase was not included in the FY25 budget.

The supplemental appropriations needed are detailed in the attached resolution.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2024-36.

ATTACHMENTS:

Resolution 2024-36

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA,
OKLAHOMA; ADOPTING AMENDMENTS TO THE ANNUAL
APPROPRIATIONS FOR THE BUDGET OF THE CITY OF COWETA,
OKLAHOMA, FOR FISCAL YEAR ENDING JUNE 30, 2025.**

WHEREAS, the City of Coweta has need for unexpected expenditures that were not appropriated in the adopted budget for fiscal year 2024-2025; and

WHEREAS, 62 O.S. Section 310.5 provides that all fund balances reserved for unencumbered appropriations for the prior fiscal year on hand at the close of day September 30, may be appropriated by supplemental appropriation for the current fiscal year; and

WHEREAS, the City of Coweta, Oklahoma is required to make supplemental appropriations for revenue sources and expenditures not appropriated in the budget.

**NOW THEREFORE BE IT RESOLVED BY THE COWETA CITY COUNCIL THAT
THE FOLLOWING SUPPLEMENTAL APPROPRIATIONS BE MADE:**

ACCOUNT				REASON FOR EXPENDITURE	FUNDING SOURCE	FUND BALANCE
FUND	#	DESCRIPTION	AMOUNT			AMOUNT
Rural Fire	13-5404.095	Machinery & Equipment	\$ 40,660	Wireless Communication Devices	Reserved Fund Balance	\$40,660
		Total Rural Fire Fund				
			\$ 40,660			\$ 40,660

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA,
ON THIS 9TH DAY OF SEPTEMBER 2024.**

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, City Attorney

ATTEST:

Marcy Kilgore, City Clerk



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Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Final Plat for The Woods Phase III Blocks 10-17
Date: 09-09-2024

BACKGROUND

The Woods Phase III, a subdivision of approximately 37.321 acres, more or less, with 121 lots, located in Section 36, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

The Final Plat for The Woods Phase III, Blocks 10-17 Subdivision was initially recommended to City Council for approval by the Coweta Planning Commission on May 20, 2024, and was approved by City Council on June 3, 2024.

Infrastructure has now been constructed and completed. A final engineering inspection of the infrastructure was conducted on September 4, 2024, and a letter from the Cowan Group Engineering firm recommending acceptance of the infrastructure for public property was received on September 9, 2024.

The required maintenance bonds were received on August 28, 2024. The developer has submitted "Record Drawings" of the infrastructure to the Community Development office and requests the Coweta City Council accept the infrastructure. Upon acceptance, the two-year maintenance period will begin.

STAFF RECOMMENDATION

Based on the recommendation from the Cowan Group Engineering firm communicating the developer has met all requirements as established by the Subdivision Regulations, Staff recommends acceptance of the public improvements as shown on the Final Plat of The Woods Phase III.

ATTACHMENTS

1. Resolution No. 2024-37
2. Final Plat of The Woods Phase III
3. Sanitary Sewer Bonds
4. Storm Sewer Bonds
5. Paving Bonds

RESOLUTION NO. 2024-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ACCEPTING AS DEDICATED PUBLIC IMPROVEMENTS CERTAIN PAVING, GRADING, SANITARY SEWER, AND DRAINAGE IMPROVEMENTS AS SHOWN ON THE FINAL PLAT FOR THE WOODS PHASE III SUBDIVISION, LOCATED IN SECTION 36, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

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

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

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

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

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

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

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

THIS RESOLUTION IS APPROVED IN OPEN MEETING BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA ON THIS 9TH DAY OF SEPTEMBER 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

Approved as to form:

Patrick Boulden, City Attorney



PUD-R 13-02

The Woods BLOCKS 10-17

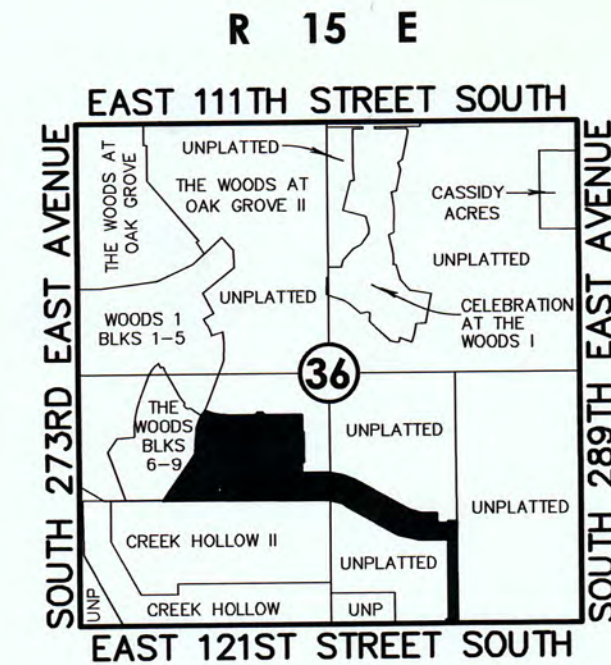
PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4)
AND PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER:
Tulsa L Dev., LLC

CONTACT: DEREK KENNEDY
EMAIL: DEREK.KENNEDY@RCH.COM
4058 North College
Suite 300 Box 9
Fayetteville, AR 72703
Phone: (479) 455-9090

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.

DAN E. TANNER, P.L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
EMAIL: DAN@TANNERBATHSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9929



Location Map
Scale: 1"= 2000'

SUBDIVISION CONTAINS:

ONE HUNDRED TWENTY ONE (121) LOTS
IN EIGHT (8) BLOCKS
WITH THREE (3) RESERVE AREAS
GROSS SUBDIVISION AREA: 37.321 ACRES

LEGEND

B/L	BUILDING LINE
B/U	BUILDING LINE & UTILITY EASEMENT
BK PG	BOOK & PAGE
CB	CHORD BEARING
CD	CHORD DISTANCE
CL	CENTERLINE
Δ	DELTA ANGLE
DOC	DOCUMENT
ESMT	EASEMENT
GOVT	GOVERNMENT
ITB	INITIAL TANGENT BEARING
LNA	LIMITS OF NO ACCESS
ODE	OVERLAND DRAINAGE EASEMENT
RES	RESERVE
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
1/234	ADDRESS ASSIGNED
○	FOUND MONUMENT
●	SET MONUMENT (SEE NOTE 2)

Unplatted

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Boundary Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(BG)(CB)	CHORD(DS)(CD)
A	219.33'	500.00'	25°08'01"	578°39'49"E	217.58'
B	39.27'	25.00'	90°00'00"	N43°46'10"E	35.36'
C	39.27'	25.00'	90°00'00"	S46°13'50"E	35.36'
D	39.27'	25.00'	90°00'00"	S46°23'04"E	35.36'
E	39.27'	25.00'	90°00'00"	N43°36'56"E	35.36'
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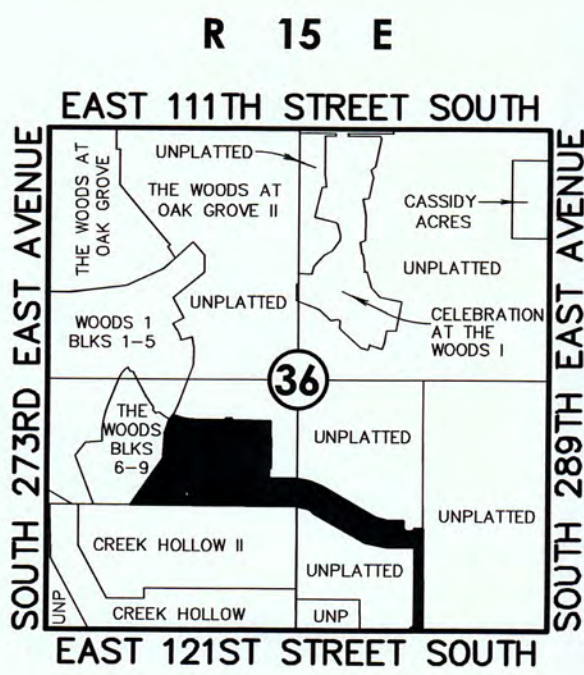
Notes:

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE FOUND OR SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:
(A) FOUND ODOT BRASS CAP STEM AT THE NORTHWEST CORNER OF SECTION 36;
(B) FOUND ODOT BRASS CAP STEM AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF COWETA AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY EAST 121ST STREET SOUTH BY VIRTUE OF RIGHT-OF-WAY DEDICATED BY THIS PLAT AND BY EAST 117TH STREET SOUTH AND SOUTH 278TH EAST AVENUE, BOTH BEING PUBLIC STREETS.

TREASURER CERTIFICATION

I, hereby certify that the 2023
and back taxes have been paid on the
above described property according
to the 2023 tax roll.
Chasity New
Wagoner County Treasurer





Location Map
Scale: 1"= 2000'

- LEGEND**
- B/L BUILDING LINE
 - B/U BUILDING LINE & UTILITY EASEMENT
 - BK PG BOOK & PAGE
 - CB CHORD BEARING
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 - RES. RESERVE
 - R/W RIGHT-OF-WAY
 - U/E UTILITY EASEMENT
 - 1/234 ADDRESS ASSIGNED
 - FOUND MONUMENT
 - SET MONUMENT (SEE NOTE 2)

Curve Table

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5	31.83'	150.00'	12°09'32"	N7°18'36"W	31.77'
6	32.43'	25.00'	74°19'26"	N23°46'21"E	30.20'
7	109.31'	225.00'	27°50'06"	N74°51'07"E	108.24'
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Boundary Curve Table

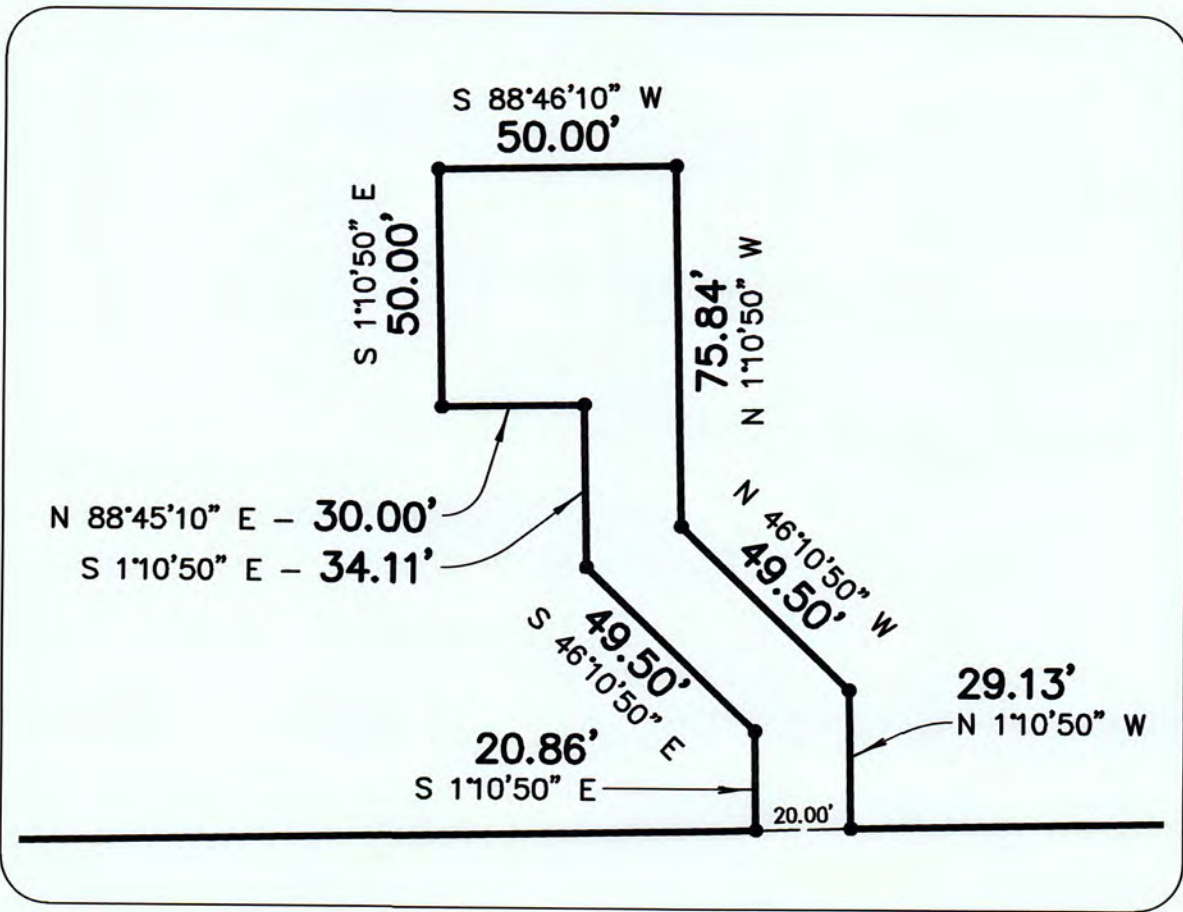
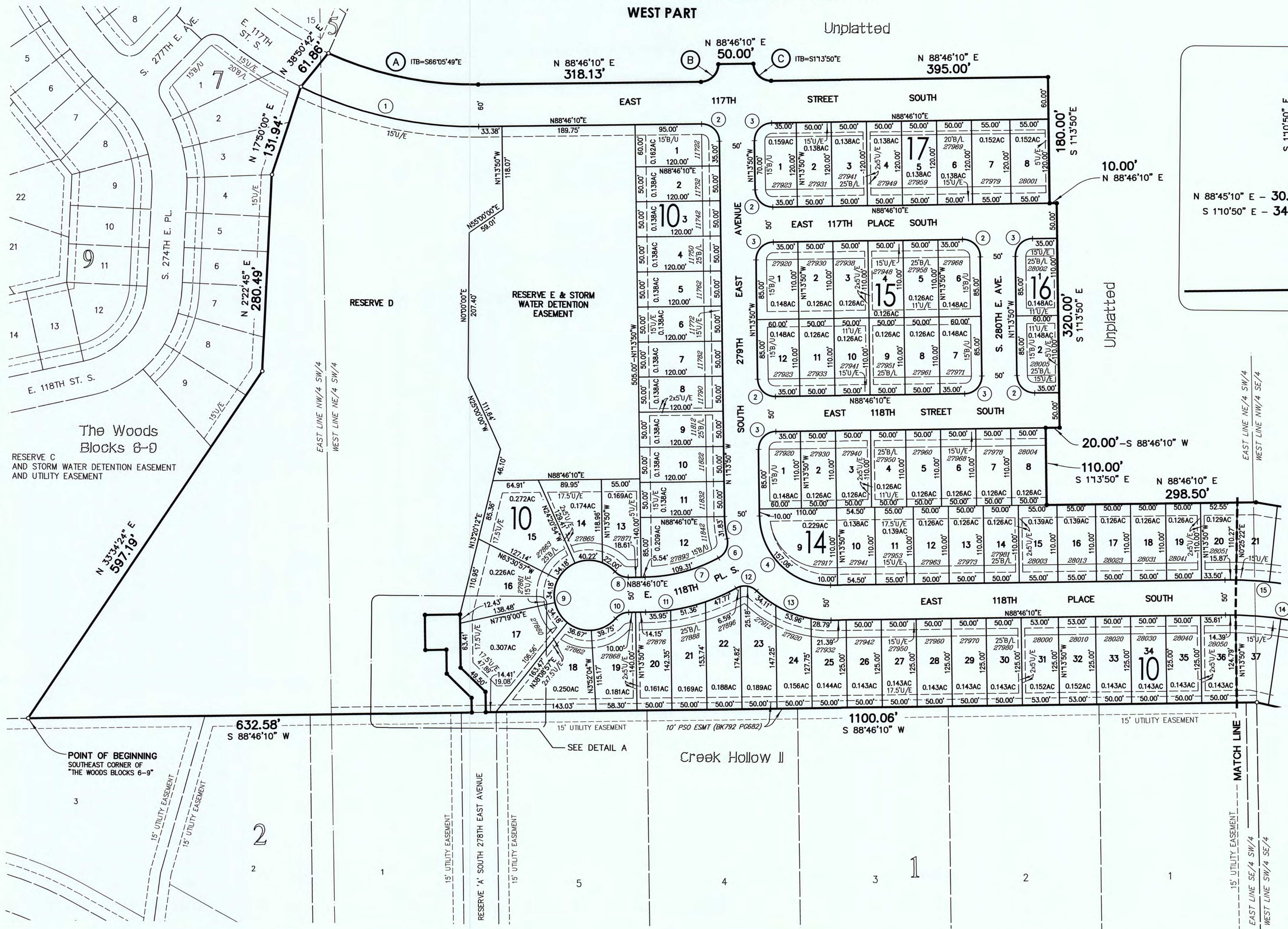
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The Woods BLOCKS 10-17

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AND PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36)
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A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

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Detail A

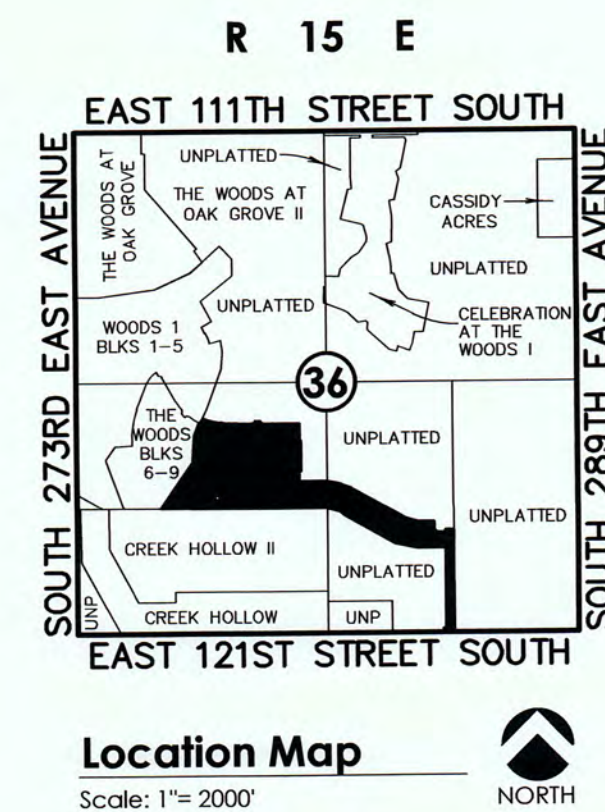
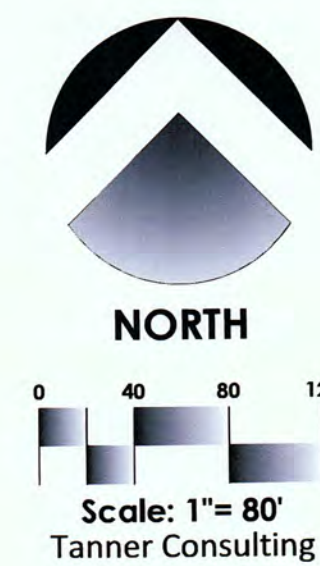
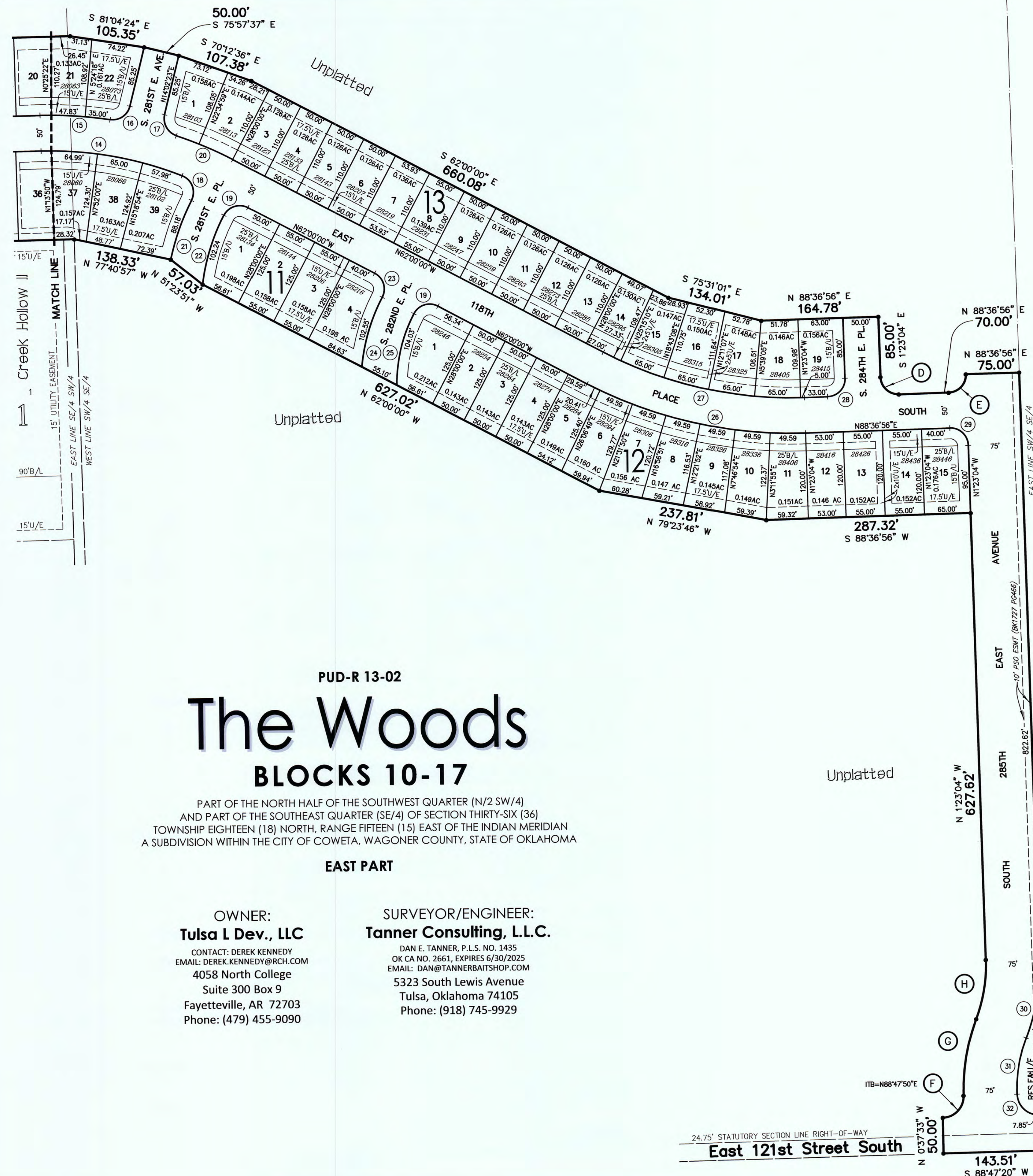


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| 1234 | ADDRESS ASSIGNED |
| o | FOUND MONUMENT |
| • | SET MONUMENT (SEE NOTE 2) |

PUD-R 13-02

The Woods

BLOCKS 10-17

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4)
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A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

EAST PART

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PLC3-251B

PUD-R 13-02

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AND PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT TULSA L DEV, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER" AND/OR "DECLARANT," IS THE OWNER OF THE FOLLOWING REAL PROPERTY SITUATED IN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) AND PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, COUNTY OF WAGONER, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID N/2 SW/4, SAID POINT BEING THE SOUTHEAST CORNER OF "THE WOODS BLOCKS 6-9", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (DOCUMENT NO. 2023-7304); THENCE ALONG THE EAST LINE OF SAID SUBDIVISION FOR THE FOLLOWING THREE (3) COURSES:
NORTH 33°34'24" EAST FOR A DISTANCE OF 597.19 FEET; THENCE NORTH 2°22'45" NORTH 33°34'24" EAST FOR A DISTANCE OF 280.49 FEET; THENCE NORTH 17°50'00" EAST FOR A DISTANCE OF 131.94 FEET TO THE EASTERMOST CORNER OF BLOCK SEVEN (7) OF SAID SUBDIVISION, SAID POINT ALSO BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF "THE WOODS BLOCKS 1-5", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (DOCUMENT NO. 2022-18846); THENCE NORTH 38°50'42" EAST AND ALONG THE EAST LINE OF SAID SUBDIVISION, FOR A DISTANCE OF 61.86 FEET TO THE SOUTHEAST CORNER OF LOT FIFTEEN (15), BLOCK FIVE (5) THEREOF; THENCE SOUTHEASTERLY ALONG A 500.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 66°05'49" EAST, A CENTRAL ANGLE OF 25°08'01", WITH A CHORD BEARING AND DISTANCE OF SOUTH 78°39'49" EAST FOR 217.58 FEET, FOR AN ARC DISTANCE OF 219.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 318.13 FEET TO A POINT OF CURVATURE; THENCE ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF NORTH 43°46'10" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 1°13'50" EAST, A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF SOUTH 46°13'50" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 395.00 FEET; THENCE SOUTH 1°13'50" EAST FOR A DISTANCE OF 10.00 FEET; 180.00 FEET; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 1092.62 FEET; THENCE SOUTH 1°13'50" EAST FOR A DISTANCE OF 320.00 FEET; THENCE SOUTH 1°13'50" EAST FOR 88°46'10" WEST FOR A DISTANCE OF 20.00 FEET; THENCE SOUTH 1°13'50" EAST FOR A DISTANCE OF 110.00 FEET; THENCE NORTH 88°46'10" EAST FOR A DISTANCE OF 298.50 FEET; THENCE SOUTH 81°04'24" EAST FOR A DISTANCE OF 105.35 FEET; THENCE SOUTH 75°57'37" EAST FOR A DISTANCE OF 50.00 FEET; THENCE SOUTH 70°12'36" EAST FOR A DISTANCE OF 107.38 FEET; THENCE SOUTH 62°00'00" EAST FOR A DISTANCE OF 660.08 FEET; THENCE SOUTH 75°57'37" EAST FOR A DISTANCE OF 164.78 FEET; THENCE SOUTH 1°13'50" EAST FOR A DISTANCE OF 85.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF SOUTH 46°23'04" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°36'56" EAST FOR A DISTANCE OF 70.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", WITH A CHORD BEARING AND DISTANCE OF NORTH 43°36'56" EAST FOR 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 88°36'56" EAST FOR A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW/4 SE/4); THENCE SOUTH 1°23'04" EAST AND ALONG SAID EAST LINE, FOR A DISTANCE OF 1092.62 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88°47'20" WEST AND ALONG THE SOUTH LINE OF SAID SW/4 SE/4, FOR A DISTANCE OF 143.51 FEET; THENCE NORTH 0°37'33" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTHEASTERLY ALONG A 30.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 88°47'50" EAST, A CENTRAL ANGLE OF 89°59'56", WITH A CHORD BEARING AND DISTANCE OF NORTH 43°47'52" EAST FOR 42.42 FEET, FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A 283 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 22°13'06", WITH A CHORD BEARING AND DISTANCE OF NORTH 9°54'57" EAST FOR 109.06 FEET, THENCE NORTHEASTERLY ALONG A 217.00 FOOT RADIUS CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22°24'34", WITH A CHORD BEARING AND DISTANCE OF NORTH 9°49'13" EAST FOR 84.33 FEET, FOR AN ARC DISTANCE OF 84.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 1°23'04" WEST AND PARALLEL WITH SAID EAST LINE, FOR A DISTANCE OF 627.62 FEET; THENCE SOUTH 88°36'56" WEST FOR A DISTANCE OF 287.32 FEET; THENCE NORTH 79°23'46" WEST FOR A DISTANCE OF 627.02 FEET; THENCE NORTH 88°00'00" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 57°23'51" WEST FOR A DISTANCE OF 138.33 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID N/2 SW/4; THENCE SOUTH 88°46'10" WEST AND ALONG THE SOUTH LINE OF THE N/2 SW/4, FOR A DISTANCE OF 1100.06 FEET; THENCE NORTH 1°10'50" WEST FOR A DISTANCE OF 29.13 FEET; THENCE NORTH 46°10'50" WEST FOR A DISTANCE OF 49.50 FEET; THENCE NORTH 1°10'50" WEST FOR A DISTANCE OF 75.84 FEET; THENCE SOUTH 88°46'10" WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 1°10'50" EAST FOR A DISTANCE OF 20.86 FEET TO A POINT ON SAID SOUTH LINE; THENCE SOUTH 88°46'10" WEST AND ALONG THE SOUTH LINE, FOR A DISTANCE OF 632.58 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 1,625,694 SQUARE FEET OR 37.321 ACRES.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (A) ODOT BRASS CAP FOUND AT THE NORTHWEST CORNER OF SECTION 36;
(B) ODOT BRASS CAP FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 36;
THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 1°19'23" EAST.

AND THE OWNER HAS CAUSED THE ABOVE-DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, DEDICATED, ACCESS RIGHTS RESERVED, AND SUBDIVIDED INTO ONE HUNDRED TWENTY-ONE (121) LOTS IN EIGHT (8) BLOCKS ALONG WITH THE RESERVE AREAS, COMMON AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY ("THE PLAT") AND HAS DESIGNATED THE SUBDIVISION AS "THE WOODS BLOCKS 10-17," A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, OKLAHOMA ("SUBDIVISION"). THE OWNER HEREBY SUBJECTS THE LAND DESCRIBED ABOVE TO THE PROVISIONS, COVENANTS, AND RESTRICTIONS SET FORTH HEREIN WHICH SHALL RUN WITH THE LAND AND BE BINDING ON EVERY LOT AND RESERVE AREA AND EVERY OWNER THEREOF FOR THE PERIOD AS HEREINAFTER DEFINED.

SECTION I. PUBLIC STREETS, EASEMENTS, AND UTILITIES

A. PUBLIC STREETS AND UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREET RIGHTS-OF-WAY DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATERLINES, TOGETHER WITH VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THAT THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT AND MAINTAIN WATERLINES AND SEWERLINES WITHIN THE UTILITY EASEMENTS FOR THE PURPOSES OF FURNISHING THE UTILITY EASEMENTS PROPERLY-PERMITTED PARKING AREAS, LANDSCAPING, SCREENING FENCES AND WALLS, AND OTHER NON-OBSTRUCTING IMPROVEMENTS.

B. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE LOT OR RESERVE AREA.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF THREE (3) FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER SHALL BE PROHIBITED. WITHIN THE UTILITY EASEMENTS, IF THE GROUND ELEVATIONS ARE ALTERED BY THE LOT OR RESERVE AREA OWNER FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER, ALL GROUND LEVEL APPURTENANCES, INCLUDING VALVE BOXES, FIRE HYDRANTS, AND MANHOLES SHALL BE ADJUSTED TO THE ALTERED GROUND ELEVATIONS BY THE OWNER OF THE LOT OR RESERVE AREA OR, AT ITS ELECTION, THE CITY OF COWETA, OKLAHOMA, MAY MAKE SUCH ADJUSTMENT AT SUCH OWNER'S EXPENSE.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER FACILITIES, AND THE CITY OF COWETA OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF SANITARY SEWER AND STORM SEWER FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO. 5 AND THE CITY OF COWETA, OR THEIR RESPECTIVE SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL UTILITY EASEMENTS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY THE CITY OF COWETA AND WAGONER COUNTY RURAL WATER DISTRICT NO. 5, OR THEIR RESPECTIVE SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

C. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF SUBDIVISION AND WITHIN THE STREET RIGHT-OF-WAY OF EAST 121ST STREET SOUTH AS DEDICATED BY THIS PLAT. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS

SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

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

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

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT OR RESERVE AREA SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO LANDSCAPING AND PAVING RESULTING FROM THE ACTIONS OF THE CITY OF COWETA OR THE SUPPLIER OF UTILITY SERVICES, IN PERFORMING NECESSARY INSTALLATION OF OR MAINTENANCE TO THE UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT; PROVIDED, HOWEVER, THAT THE CITY OF COWETA, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. SURFACE DRAINAGE

EACH LOT AND RESERVE AREA WITHIN THE SUBDIVISION SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM ADJACENT STREETS AND EASEMENTS. NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SAID OWNER'S LOT OR RESERVE AREA. THE COVENANTS SET FORTH IN THIS SUBSECTION E. SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OR RESERVE AREA OWNER AND THE CITY OF COWETA, OKLAHOMA.

F. RESERVE AREAS

1. RESERVES D, E, AND F, AS DEPICTED UPON THE ACCOMPANYING PLAT, ARE ESTABLISHED BY THE OWNER FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF RESIDENTIAL LOTS WITHIN THE SUBDIVISION AND ARE HEREBY RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III, HEREIN.

2. RESERVE E IS DESIGNATED FOR STORMWATER DETENTION AND PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF COWETA, AND FOR UTILITIES.

3. RESERVE D IS DESIGNATED TO BE USED FOR OPEN SPACE AND AQUATIC ECOSYSTEM PRESERVE AND IS RESERVED FOR FUTURE CONVEYANCE TO THE HOME OWNERS ASSOCIATION AS SET FORTH IN SECTION III, HEREIN.

4. RESERVE D IS HEREBY IDENTIFIED AND DEDICATED AS A PERPETUAL AQUATIC ECOSYSTEM PRESERVE AS SET FORTH BY THE U.S. ARMY CORPS OF ENGINEERS. ACTIVITY WITHIN RESERVE D, INCLUDING BUT NOT LIMITED TO DRAINING, MOWING, CLEARING, ETC., SHALL BE PERFORMED ONLY WITH THE APPROVAL OF THE U.S. ARMY CORPS OF ENGINEERS AND THE CITY OF COWETA, OKLAHOMA. IT SHALL BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION TO PROPERLY POST AND MONITOR ALL ACTIVITIES WITHIN RESERVE D TO ENSURE COMPLIANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

5. RESERVE F IS DESIGNATED FOR ENTRY FEATURES AND PRIVATE RECREATION AND OPEN SPACE INCLUDING, BUT NOT NECESSARILY LIMITED TO: PRIVATE PARKS, SIDEWALKS AND TRAILS, LANDSCAPING, IRRIGATION, SIGNAGE, ENTRY FEATURES, LIGHTING, FENCING, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF COWETA, AND FOR UTILITIES.

6. THE OWNER/DECLARANT DOES HEREBY ESTABLISH AND GRANT TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS RESERVE E, DESIGNATED ON THE ACCOMPANYING PLAT AS "STORM WATER DETENTION EASEMENT", FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS AREAS WITHIN THE SUBDIVISION.

B. DEVELOPMENT STANDARDS FOR PUD-R 13-02 DEVELOPMENT AREA B

(RESIDENTIAL SINGLE-FAMILY- SCHOOL SITE- MUNICIPAL COMMUNITY CENTER, GOLF COURSE/ DRIVING RANGE) (ALL OF "THE WOODS BLOCKS 10-17", AS LEGALLY DESCRIBED IN PUD)

LAND AREA:*		
GROSS:	276.735 ACRES	12,054,576 SQUARE FEET
NET:	276.735 ACRES	12,054,576 SQUARE FEET
* LAND AREA CALCULATIONS MAY DIFFER BETWEEN ORIGINAL PUD (QUOTED HERE) AND THIS PLAT. DEVELOPMENT AREA B OF ORIGINAL PUD INCLUDED AREAS NOT A PART OF THIS PLAT.		

PERMITTED USES (TO BE ALLOWED BY RIGHT): THOSE PERMITTED PRINCIPAL USES, PERMITTED ACCESSORY USES AND USES PERMITTED BY SPECIAL EXCEPTION IN THE RS ZONING DISTRICT, IN ACCORDANCE WITH SECTIONS 410, 420, 430, 440 IN THE ZONING CODE. PROVIDED, BARS, TAVERNS, NIGHT CLUBS AND ADULT ENTERTAINMENT ESTABLISHMENTS SHALL BE PROHIBITED, EXCEPT THAT ANY RESTAURANT OR EATING ESTABLISHMENT CONSTRUCTED ON THE SITE SHALL BE PERMITTED TO SERVE ALCOHOLIC BEVERAGES AND HAVE A SEPARATE BAR AREA AS PART OF THE ESTABLISHMENT, SUBJECT TO COMPLIANCE WITH STATE LAW REGULATING THE SALE OF ALCOHOLIC BEVERAGES.

THE MINIMUM YARD REQUIREMENTS FOR RS-2 WILL APPLY TO ALL SINGLE FAMILY RESIDENTIAL ZONED LOTS. AT THE TIME OF THE FILING OF THIS PLAT, THE SAME ARE:

FRONT:	25 FEET (NO HOUSES WILL FRONT 121ST STREET SOUTH)
REAR:	20 FEET
REAR:	25 FEET (BACKING TO 121ST STREET SOUTH)
SIDE (INTERIOR):	5 FEET
SIDE (STREET):	15 FEET
SIDE (STREET):	20 FEET (ALONG 121ST STREET SOUTH)
MAXIMUM BUILDING HEIGHT:	THREE STORY**
	45 FEET IN HEIGHT
**(THREE STORY HEIGHT MAY VARY DEPENDING ON TYPE OF FINISH.)	
MINIMUM LOT AREA	5,000 SQUARE FEET
MINIMUM LOT WIDTH	50 FEET

C. DEVELOPMENT STANDARDS FOR ALL PROPERTY

1. LANDSCAPED AREA AND SCREENING ALL DEVELOPMENT AND CONSTRUCTION SHALL COMPLY WITH CHAPTER 24 OF THE ZONING CODE.

2. SIGNS SIGNAGE SHALL COMPLY WITH CHAPTER 18 OF THE ZONING CODE, WITH THE MAXIMUM SURFACE AREA OF A TEMPORARY OR PERMANENT SIGN SIZE BEING 192 SQUARE FEET.

NO SIGN PERMITS SHALL BE ISSUED FOR ERECTION OF A SIGN WITHIN THE PUD UNTIL A DETAIL SIGN PLAN FOR THE PROPERTY HAS BEEN SUBMITTED TO THE CITY OF COWETA OFFICIAL (WHO HAS AUTHORITY TO ISSUE SIGN PERMITS) AND APPROVED AS BEING IN COMPLIANCE WITH THE APPROVED PUD DEVELOPMENT STANDARDS.

EACH AND EVERY SIGN WILL BE ARCHITECTURALLY PLEASING AND WELL LANDSCAPED.

3. LIGHTING FLASHING SIGNS, CHANGEABLE COPY SIGNS, RUNNING LIGHT OR TWINKLE SIGNS, ANIMATED SIGNS, REVOLVING OR ROTATING SIGNS WITH MOVEMENT SHALL BE PROHIBITED, EXCEPT AS MAY BE PERMITTED BY THE COWETA ZONING CODE AS PART OF THE APPROVED DETAIL SIGN PLAN.

LIGHTING USED TO ILLUMINATE THE DEVELOPMENT AREA SHALL BE SO ARRANGED AS TO SHIELD AND DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL AREAS AND RESIDENTIAL USES WITHIN THE PUD. NO LIGHT STANDARD OR BUILDING-MOUNTED LIGHT SHALL EXCEED FIVE STORIES IN HEIGHT.

4. TRASH, MECHANICAL AND EQUIPMENT AREAS THERE SHALL BE NO STORAGE OF RECYCLABLE MATERIALS, TRASH OR SIMILAR MATERIAL OUTSIDE A SCREENED RECEPTACLE. ALL TRASH, MECHANICAL AND EQUIPMENT AREAS, INCLUDING BUILDING MOUNTED, SHALL BE SCREENED FROM PUBLIC VIEW IN SUCH A MANNER THAT THE AREAS CANNOT BE SEEN FROM A PUBLIC STREET.

5. TOPOGRAPHY, DRAINAGE AND UTILITIES DRAINAGE. ALL STORM WATER DRAINAGE STRUCTURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA ORDINANCES AND REGULATIONS.

A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF OKLAHOMA SHALL CERTIFY TO THE APPROPRIATE CITY OFFICIAL THAT ALL REQUIRED STORMWATER DRAINAGE STRUCTURES SERVING THE SITE HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS PRIOR TO ISSUANCE OF AN OCCUPANCY PERMIT ON THAT PROPERTY.

DURING CONSTRUCTION ON THE PROPERTY, THE OWNER WILL PROVIDE ADEQUATE AND REASONABLE EROSION CONTROL, AND, AFTER CONSTRUCTION, THEY WILL PROVIDE AND MAINTAIN VEGETATIVE, LANDSCAPED GROUND COVER SO THAT SOIL DOES NOT ERODE ON OR FROM THE PROPERTY.

6. ACCESS, CIRCULATION AND PARKING ACCESS, TRAFFIC CIRCULATION AND PARKING AREAS ARE DEPICTED ON EXHIBIT F OF THE PUD. SOME OF THE DRIVES AND PARKING AREAS WITHIN THE PUD MAY BE PRIVATELY OWNED AND MAINTAINED. PUBLIC STREETS THROUGH DEVELOPMENT AREA B WILL BE PUBLICLY OWNED AND MAINTAINED. MUTUAL ACCESS BETWEEN AND ACROSS INDIVIDUAL PROPERTIES AND MUTUAL PARKING PRIVILEGES WITHIN THE PUD SHALL BE PROVIDED BY A MUTUAL ACCESS AGREEMENT TO BE RECORDED IN OFFICE OF THE WAGONER COUNTY CLERK BY THE OWNER/DEVELOPER.

PEDESTRIAN ACCESS AND CIRCULATION SHALL BE DEPICTED ON THE DETAILED SITE PLAN DRAWING AND/OR LANDSCAPE PLAN REQUIRED BY THE CITY OF COWETA. AS STATED ABOVE, ALL MUTUAL ACCESS DRIVES IN THE PUD MAY BE PRIVATE DRIVES, WHICH SHALL BE CONSTRUCTED IN ACCORDANCE WITH ALL APPLICABLE CITY OF COWETA CODES, REGULATIONS AND STANDARDS.

7. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES WITHIN THE STORM WATER DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF COWETA, OKLAHOMA.

8. STORMWATER DETENTION AND OTHER DRAINAGE FACILITIES CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (TO BE FORMED PURSUANT TO SECTION III, HEREOF) TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE HOME OWNERS ASSOCIATION SHALL PROVIDE ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORM WATER DETENTION EASEMENT WHICH SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

- THE EASEMENT AREA SHALL BE KEPT FREE OF LITTER.
- THE EASEMENT AREA SHALL BE MOWED DURING THE GROWING SEASON AS PER CITY CODE OR THE SCHEDULE APPROVED WITH THE DETENTION DESIGN PLANS.
- IN THE EVENT OF THE HOME OWNERS ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREA AS ABOVE PROVIDED, THE CITY OF COWETA, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE RESERVE E OWNER, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS SET FORTH IN SECTION III, HEREIN, UPON CONVEYANCE OF RESERVE E TO THE ASSOCIATION.
- IN THE EVENT THE RESERVE E OWNER, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE AS ABOVE SET FORTH, THE CITY OF COWETA, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS AND THEREAFTER THE COSTS SHALL BECOME A LIEN ON RESERVE E, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF COWETA, OKLAHOMA, OR THE CITY OF COWETA PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE WATER BILL OF EACH LOT WITHIN THE SUBDIVISION, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF COWETA.

9. ALL COSTS AND EXPENSES ASSOCIATED WITH RESERVE E, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE HOME OWNERS ASSOCIATION, AS PROVIDED IN SECTION III, HEREIN, UPON CONVEYANCE OF RESERVE E TO THE ASSOCIATION. THE CITY OF COWETA SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN RESERVE E.

10. EACH LOT AND RESERVE AREA OWNER OR RESIDENT AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF COWETA, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF COWETA NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, THE PROPERTY COMPRISING "THE WOODS BLOCKS 10-17" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (PUD) NO. PUD-R 13-02 ("COWETA CROSSING") AS PROVIDED WITHIN CHAPTER 16 OF THE ZONING CODE OF THE CITY OF COWETA, OKLAHOMA, AND

WHEREAS, PUD NO. PUD-R 13-02 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF COWETA PLANNING COMMISSION ON FEBRUARY 24, 2014, AND APPROVED BY THE CITY OF COWETA CITY COUNCIL ON MARCH 3, 2014 WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 744) APPROVED MARCH 3, 2014, WITH EMERGENCY CLAUSE ATTACHED, MAKING THE ORDINANCE EFFECTIVE IMMEDIATELY, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE COWETA ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF COWETA, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND ANY AMENDMENTS THERETO, AND

WHEREAS, THE OWNER DESIRES TO AND DOES HEREBY ESTABLISH THE FOLLOWING RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND ALL PROPERTY THEREIN AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, ALL FUTURE LOT OWNERS, AND THE CITY OF COWETA, OKLAHOMA.

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

A. GENERAL

1. DEVELOPMENT IN ACCORDANCE WITH PUD THE SUBDIVISION SHALL BE DEVELOPED AND USED IN SUBSTANTIAL ACCORDANCE WITH THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD NO. PUD-R 13-02, AS APPROVED BY THE CITY OF COWETA, OR IN SUBSTANTIAL ACCORDANCE WITH SUCH MODIFICATIONS OR AMENDMENTS OF THE RESTRICTIONS AND DEVELOPMENT STANDARDS OF PUD-R 13-02 AS MAY BE SUBSEQUENTLY APPROVED.

2. APPLICABLE ORDINANCE THE DEVELOPMENT OF THE SUBDIVISION SHALL BE SUBJECT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF COWETA ZONING CODE AS SUCH PROVISIONS EXISTED ON MARCH 3, 2014.



PLC3-251B

PUD-R 13-02

The Woods BLOCKS 10-17

PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N/2 SW/4) AND
PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN
A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA

SECTION III. HOME OWNERS ASSOCIATION

A. FORMATION OF HOME OWNERS ASSOCIATION; ADDITIONAL LANDS

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED A HOME OWNERS ASSOCIATION ("HOA") TO GOVERN THE SUBDIVISION. THE HOA SHALL BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA AND BYLAWS PREPARED BY OWNER OR ITS ASSIGNEE, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING WITHOUT LIMITATION ALL RESERVE AREAS, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF THE SUBDIVISION AND ANY ADDITIONS THERETO. OWNER SHALL BE ENTITLED TO APPOINT THE BOARD OF DIRECTORS FOR THE HOA AS PROVIDED IN THE BYLAWS. IT IS CONTEMPLATED THAT ADDITIONAL LANDS/PHASES ADJOINING THE SUBDIVISION, AND SUBSEQUENTLY PLATTED FOR SINGLE FAMILY RESIDENTIAL PURPOSES, LIKE THE PROPERTY DESCRIBED HEREIN, MAY BE ANNEXED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA, WHICH MAY BE ACCOMPLISHED BY THE OWNER (OR ITS ASSIGNEE OR AN AFFILIATED CORPORATE OWNER) BY FILING A SUPPLEMENTAL DECLARATION HERETO, OR BY NOTING SUCH ANNEXATION ON A SEPARATE DEED OF DEDICATION FOR THE ADDITIONAL LANDS/PHASES TO BE ANNEXED HERETO, OR OTHER INSTRUMENT ADDING SUCH ADDITIONAL LANDS/PHASES TO THE SUBDIVISION AND THE JURISDICTION OF THE HOA, SUCH AS THE PROPERTY DESCRIBED HEREIN, IN WHICH CASE ANY SUCH LANDS/PHASES AND THE SUBSEQUENT OWNERS THEREOF SHALL BE UNDER THE JURISDICTION OF THE HOA AND ALL RULES PERTAINING THERETO, AND, IN ACCORDANCE THEREWITH, OWNER DOES HEREBY NOTE AND ANNEX THE PROPERTY DESCRIBED HEREIN TO THE ORIGINAL/PREVIOUSLY ESTABLISHED SUBDIVISION AND GEOGRAPHIC JURISDICTION AND BYLAWS OF THE HOA.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO ACCEPTS A DEED FOR A LOT IN THE SUBDIVISION AND IS A RECORD OWNER OF THE FEE INTEREST OF A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE HOA AND SUBJECT TO ITS BYLAWS AND RULES. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM OWNERSHIP OF A LOT.

C. ASSESSMENTS

EACH OWNER OF A LOT WITHIN THE SUBDIVISION, EXCEPT OWNER/DECLARANT, BY ACCEPTANCE OF A DEED THEREFOR, IS DEEMED TO COVENANT AND AGREE TO PAY TO THE HOA CERTAIN ASSESSMENTS TO BE ESTABLISHED BY THE BOARD OF DIRECTORS IN ACCORDANCE WITH THESE COVENANTS AND AS AMENDED AND THE BYLAWS OF THE HOA, TO BE EXECUTED BY THE OWNER FOR THE MAINTENANCE AND IMPROVEMENT OF THE COMMON AREAS OWNED OR MAINTAINED BY THE HOA AND FOR OTHER PURPOSES WHICH BENEFIT THE SUBDIVISION AND THE OWNERS OF LOTS THEREIN, AND ANY UNPAID SUCH ASSESSMENTS SHALL BE A LIEN ON THE LOT AGAINST WHICH IT IS MADE, BUT THE LIEN SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

D. MAINTENANCE OF COMMON AREAS

THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AS DEPICTED ON THE PLAT, OR AS DESCRIBED IN THESE COVENANTS, AND AS AMENDED, WHICH MAY INCLUDE BUT NOT BE LIMITED TO ENTRYWAYS, DRAINAGE AND DETENTION/RETENTION FACILITIES, PERIMETER FENCING, AND OTHER COMMON AREAS AND RESERVE AREAS AS DEPICTED ON THE PLAT, OR DESCRIBED IN THESE COVENANTS, AND AS AMENDED.

E. LIMITATION ON LIABILITY

THE HOA SHALL BE ENTITLED TO ALL PROTECTIONS AFFORDED UNDER OKLAHOMA'S GENERAL CORPORATION ACT AND ANY OTHER LAWS PROVIDING PROTECTION TO OWNER'S ASSOCIATIONS. NEITHER ANY MEMBER NOR OWNER, NOR THE DIRECTORS AND OFFICERS OF THE HOA SHALL BE PERSONALLY LIABLE FOR DEBTS CONTRACTED FOR OR OTHERWISE INCURRED BY THE HOA OR FOR ANY TORTS COMMITTED BY OR ON BEHALF OF THE HOA OR OTHERWISE, NEITHER THE OWNER, THE HOA, ITS DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR FAILURE TO INSPECT ANY PREMISES, IMPROVEMENTS OR PORTION THEREOF, OR FOR FAILURE TO REPAIR OR MAINTAIN THE SAME.

SECTION IV. RESTRICTIVE COVENANTS

THE SUBDIVISION (AND EACH LOT SITUATED THEREIN) SHALL BE CONSTRUCTED, DEVELOPED, OCCUPIED AND USED AS FOLLOWS.

A. NO DIVISION OF LOTS

NO LOT MAY BE DIVIDED OR SPLIT.

B. RESIDENTIAL LOTS

ALL LOTS WITHIN THE SUBDIVISION SHALL BE USED, KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. ONLY ONE SINGLE FAMILY RESIDENTIAL DWELLING SHALL BE PERMITTED ON EACH LOT. IN ADDITION, ONLY CUSTOMARY AND USUAL NECESSARY STRUCTURES MAY BE CONSTRUCTED ON EACH LOT AS MAY BE PERMITTED BY THE CITY. NO BUILDING OR STRUCTURE INTENDED FOR OR ADAPTED TO BUSINESS PURPOSES SHALL BE ERRECTED, PLACED, PERMITTED OR MAINTAINED ON ANY LOT. THIS COVENANT SHALL BE CONSTRUED AS PROHIBITING THE ENGAGING IN OR PRACTICE OF ANY COMMERCE, INDUSTRY, BUSINESS, TRADE OR PROFESSION WITHIN THE SUBDIVISION AND/OR WITHIN ANY LOT. THE RESTRICTIONS ON USE HEREIN CONTAINED SHALL BE CUMULATIVE OF AND IN ADDITION TO SUCH RESTRICTIONS ON USAGE AS MAY FROM TIME TO TIME BE APPLICABLE UNDER AND PURSUANT TO THE STATUTES, RULES, REGULATIONS AND ORDINANCES OF THE CITY OR ANY OTHER GOVERNMENTAL AUTHORITY OR POLITICAL SUBDIVISION HAVING JURISDICTION OVER THE SUBDIVISION.

C. RESIDENTIAL PURPOSES

BY ACQUISITION OF ANY LOT WITHIN THE SUBDIVISION, EACH OWNER (EXCLUDING BONA FIDE HOME BUILDERS) COVENANTS WITH AND REPRESENTS TO THE DECLARANT AND TO THE ASSOCIATION THAT THE LOT IS BEING SPECIFICALLY ACQUIRED FOR THE SPECIFIC AND SINGULAR PURPOSE OF CONSTRUCTING AND USING A SINGLE FAMILY RESIDENTIAL DWELLING THEREON, OR AS A RESIDENCE FOR SUCH OWNER AND/OR OWNER'S IMMEDIATE FAMILY MEMBERS.

D. SUBMISSION OF PLANS

IN ORDER TO MAINTAIN A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION TWO (2) SETS OF BUILDING AND SITE IMPROVEMENT PLANS AND SPECIFICATIONS MUST BE SUBMITTED TO THE ARCHITECTURAL CONTROL COMMITTEE ("COMMITTEE") FOR ITS APPROVAL PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE COMMITTEE SHALL ACT TO ENFORCE THE REQUIREMENTS OF THESE COVENANTS IN A REASONABLE MANNER. THE COMMITTEE HAS THE AUTHORITY TO MAINTAIN THE ARCHITECTURAL CONFORMITY OF THE SUBDIVISION, AND IN CONSIDERATION THEREOF SHALL DETERMINE THAT THE PROPOSED CONSTRUCTION SHALL NOT DETRACT FROM THE DEVELOPMENT AND SHALL ENHANCE THE PURPOSE OF THE DEVELOPMENT TO PROVIDE A BEAUTIFUL AND PLEASING SETTING IN THE SUBDIVISION. THE COMMITTEE SHALL CONSIDER SUCH MATTERS AS THE PROPOSED SQUARE FOOTAGE, LOCATION, MATERIALS, EXTERIOR STYLE AND LANDSCAPING, ETC. THE COMMITTEE MAY ADOPT RULES OR BYLAWS EXPLAINING THE MECHANICS OF ITS OPERATION AND PROVIDING FOR A TWENTY-ONE (21) DAY MAXIMUM TIME WITHIN WHICH PLANS MUST BE REVIEWED AND APPROVED OR DISAPPROVED AFTER SUBMISSION, AND IF NOT APPROVED OR DISAPPROVED IN THAT PERIOD, THAT THE SAME SHALL BE CONSIDERED AS AUTOMATICALLY APPROVED. THE BOARD MAY ALSO EXERCISE THE DUTIES OF THE COMMITTEE IN THE EVENT THE BOARD DEEMS IT NECESSARY AND EFFICIENT TO DO SO.

E. ARCHITECTURAL REQUIREMENTS

- EACH DWELLING SHALL FRONT A DEDICATED PUBLIC STREET.
- NO BUILDING SHALL BE LOCATED CLOSER TO THE STREET THAN THE MINIMUM BUILDING OR SET-BACK LINES SHOWN ON THE RECORDED PLAT.
- ALL RESIDENCES SHALL HAVE ROOF SHINGLES THAT ARE GREY OR BLACK IN COLOR, PREFERABLY WEATHERWOOD. DEVIATION FROM THIS COLOR REQUIRES APPROVAL FROM THE COMMITTEE.

F. ADDITIONS TO EXISTING STRUCTURES

ALL ADDITIONS SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE DWELLING ON ANY LOT. ALL ADDITIONS SHALL FALL WITHIN THE BUILDING SET-BACKS ON SAID LOT AND SHALL NOT BE PLACED OVER ANY DRAINAGE OR UTILITY EASEMENT. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE TO APPLICABLE CITY CODES, RULES AND REGULATIONS. ANY ADDITIONS CONTEMPLATED BY THE HOME OWNER OR LOT OWNER MUST SUBMIT PLANS PRIOR TO CONSTRUCTION TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO AN EXISTING STRUCTURE.

G. GARAGE AND DETACHED STRUCTURES AND STORAGE BUILDINGS

ALL RESIDENCES CONSTRUCTED IN THE SUBDIVISION SHALL HAVE A MINIMUM OF TWO (2) OFF-STREET PARKING SPACES. TO INCLUDE A PRIVATE GARAGE TO ACCOMMODATE A MINIMUM OF ONE (1) AUTOMOBILE AND A PARKING PAD FOR ONE (1) ADDITIONAL AUTOMOBILE. NO CARPORTS ARE ALLOWED ON THE SIDE, REAR OR FRONT YARDS OF ANY LOTS. EACH GARAGE SHALL BE FULLY ENCLOSED AND CONTAIN A FULL-LENGTH OVERHEAD STYLE DOOR. ALL GARAGE DOORS ARE TO BE KEPT CLOSED WHEN NOT ENTERING OR EXITING THE GARAGE. ANY DETACHED STRUCTURE TO BE BUILT ON A LOT, SUCH AS A COVERED ENTERTAINMENT AREA, GUEST HOUSE, POOL HOUSE, STORAGE BUILDING, OR OTHER STRUCTURE, SHALL CONFORM TO THE BASIC STYLING AND MATERIALS OF THE RESIDENTIAL DWELLING. ANY DETACHED STRUCTURE CONTEMPLATED FOR CONSTRUCTION BY ANY HOME OWNER OR LOT OWNER MUST, PRIOR TO CONSTRUCTION, SUBMIT ACCEPTABLE PLANS TO THE COMMITTEE FOR APPROVAL. THE COMMITTEE HAS COMPLETE AND SOLE DISCRETION TO APPROVE, MODIFY, DENY OR CHANGE ANY REQUEST FOR AN ADDITION TO ANY EXISTING STRUCTURE.

H. TEMPORARY STRUCTURES

NO TRAILER, MOBILE HOME, TENT, CONSTRUCTION SHACK, OR OTHER OUTBUILDING SHALL BE ERRECTED ON ANY LOT IN THE SUBDIVISION EXCEPT FOR TEMPORARY USE BY CONSTRUCTION CONTRACTORS FOR A REASONABLE PERIOD OF TIME.

I. FENCES

NO FENCE SHALL BE CONSTRUCTED ON ANY SAID LOT IN THE AREA BETWEEN THE FRONT BUILDING LINE OF ANY DWELLING AND THE FRONT LOT LINE OF ANY SAID LOT. NO FENCE ON A CORNER LOT SHALL BE CONSTRUCTED BEYOND THE SIDE STREET SET-BACK LINE TOWARD THE STREET EXCEPT FOR THE COMMUNITY ENTRY. FURTHER, THE PLACEMENT/LOCATION OF ANY PERIMETER FENCING AROUND THE SUBDIVISION AS INITIALLY INSTALLED BY THE DECLARANT AND/OR ORIGINAL DEVELOPER MAY NOT BE ADJUSTED, RELOCATED OR MOVED WITHOUT THE PRIOR CONSENT OF THE COMMITTEE AND/OR THE BOARD. ANY PRIVACY FENCE SHALL BE CONSTRUCTED SO THAT THE FRAMING SHALL BE TOWARD THE INSIDE OF THE OWNER'S LOT. ALL FENCES MUST BE INSTALLED BY A PROFESSIONAL INSTALLER AND SHALL BE SIX FOOT (6) WOOD PRIVACY FENCING WITH VERTICAL BOARDS (NOT HORIZONTAL) AND NO CHAIN-LINK FENCES, WIRE, HOG WIRE, OR OTHER SIMILAR MATERIALS SHALL BE PERMITTED. PRIOR TO

INSTALLATION, THE FENCE DESIGN AND NAME OF THE INSTALLER MUST BE APPROVED BY THE COMMITTEE.

J. MAILBOXES

ALL MAILBOXES SHALL BE APPROVED BY THE UNITED STATES POSTAL SERVICE. THE TYPE OF CONSTRUCTION SHALL BE CONSISTENT WITH THE DESIGN ESTABLISHED BY THE DEVELOPER. COMMUNITY MAILBOX IS AN APPROVED ALTERNATIVE SUBJECT TO APPROVAL OF THE UNITED STATES POSTAL SERVICE.

K. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE PROFESSIONAL SIGN ADVERTISING THE PROPERTY FOR SALE, RESALE OR RENT, OR SIGNS USED BY BUILDER OR AGENT TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE OF A DWELLING THEREON. IN NO EVENT SHALL ANY SUCH SIGN STAND MORE THAN SEVEN (7) FEET ABOVE GROUND LEVEL, NOR BE MORE THAN FIVE (5) SQUARE FEET IN SIZE, NOR BE LIGHTED AT NIGHT. THESE SIGNAGE RESTRICTIONS AND REQUIREMENTS SHALL NOT APPLY TO DECLARANT.

L. PARKED VEHICLES

ALL VEHICLES PARKED IN THE FRONT OF THE FRONT BUILDING LINE MUST BE PARKED ON THE DRIVEWAY. NO INOPERATIVE VEHICLES OF ANY NATURE SHALL BE PERMITTED TO REMAIN ON ANY LOT OR LOTS FOR A PERIOD IN EXCESS OF ONE (1) DAY. IT IS THE INTENTION OF THE DECLARANT THAT, EXCEPT ON SPECIAL OCCASIONS SUCH AS HOLIDAYS OR EVENTS AT AN OWNER'S RESIDENCE THAT ALL PARKING SHALL BE IN DRIVEWAYS AND NOT ON A STREET OR ON ANY YARD. ACCORDINGLY, NO VEHICLE SHALL BE PARKED ON THE STREET FOR MORE THAN TWO (2) CONSECUTIVE DAYS AND SHALL RESULT IN A TOWING OF THE VEHICLE AT THE OWNER'S EXPENSE PER MUNICIPAL REGULATIONS. NO VEHICLE MAINTENANCE SHALL BE PERFORMED ON THE STREETS OR IN THE FRONT YARDS OR ON PARKING PADS OF ANY LOT.

M. APPEARANCE OF LOT

ALL OWNERS SHALL BE REQUIRED TO KEEP THEIR LOT IN A CLEAN AND SANITARY CONDITION WHETHER OR NOT THEY HAVE CONSTRUCTED A RESIDENCE ON THE LOT. ALL OPEN AREAS ON LOTS SHALL BE KEPT MOVED TO A HEIGHT OF NOT MORE THAN SIX (6) INCHES. NO PLAYGROUNDS, SWING SETS, TRAMPOLINES, SWIMMING POOLS, PICNIC TABLES, OR OTHER SIMILAR EQUIPMENT IS ALLOWED IN THE FRONT YARDS OF ANY LOT. THE BOARD AND COMMITTEE MAY PROMULGATE RULES AND REGULATIONS REGARDING THE MAINTENANCE OF LOTS AND ADEQUATE ENFORCEMENT MECHANISMS IN THE EVENT A LOT IS NOT PROPERLY MAINTAINED. UPON FAILURE OF THE OWNER TO MAINTAIN OR LANDSCAPE THE GROUNDS OF ANY LOT IN ACCORDANCE WITH THE PROVISIONS ABOVE, THE ASSOCIATION MAY, UPON 15 DAY'S WRITTEN NOTICE TO THE OWNER, CAUSE THE GRASS, WEEDS AND VEGETATION TO BE CUT. THE COST OF ANY MAINTENANCE REQUIRED UNDER THIS SECTION AND ANY ENFORCEMENT COSTS SHALL BE ASSESSED TO THE OWNER, AND SHALL CONSTITUTE A LIEN UPON THE LOT, AND MAY BE COLLECTED IN ACCORDANCE WITH SECTION 11.C.

N. RECREATIONAL VEHICLES AND ACCESSORIES

NO BOATS, TRAILERS, RECREATIONAL VEHICLES, OR VEHICLES USED FOR RECREATIONAL PURPOSES ARE ALLOWED IN THE SUBDIVISION UNLESS THEY WILL FIT ENTIRELY INTO A PRIVATE GARAGE.

O. STORAGE AND CONSTRUCTION MATERIALS

CONSTRUCTION MATERIALS MAY ONLY BE STORED ON A LOT FOR THIRTY (30) DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THEREAFTER, CONSTRUCTION IS TO BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME. THE DECLARANT SHALL BE ALLOWED TO STORE MATERIALS ON A LOT IN AN ORDERLY FASHION AS LONG AS MAY BE REASONABLY NECESSARY.

P. GARBAGE/DUMPING

DUMPING IS PROHIBITED IN THE SUBDIVISION. ALL TRASH, GARBAGE OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS STORED BEHIND THE RESIDENCE OR WITHIN ENCLOSED GARAGES AND MUST BE OUT OF STREET VIEW EXCEPT TWELVE (12) HOURS PRIOR TO AND 12 HOURS AFTER THE NORMAL CURBSIDE PICKUP TIME. ALL LOTS SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION AT ALL TIMES.

Q. MODEL HOME AND CONSTRUCTION FACILITIES

MODEL HOMES FOR THE PURPOSES OF HOME SALES ARE PERMITTED BY THE DECLARANT. THE GARAGE OF MODEL HOMES MAY BE USED AS SALES OFFICES. ONE TRAILER OR TEMPORARY BUILDING MAY BE LOCATED ON A RESIDENTIAL LOT BY THE DECLARANT AND USED AS A CONSTRUCTION OFFICE UNTIL THE SUBDIVISION REACHES ONE-HUNDRED PERCENT (100%) OCCUPANCY.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY

A. ENFORCEMENT

THE COVENANTS AND RESTRICTIONS SET FORTH HEREIN SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY, THE HOA, THE OWNER, AND ANY OWNER OF A LOT, AND IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED HEREIN, A PARTY MAY SEEK ALL APPROPRIATE REMEDIES AT LAW, INCLUDING INJUNCTIVE RELIEF, TO ENFORCE THE COVENANTS SET FORTH HEREIN. FAILURE TO DO SO SHALL NOT BE DEEMED A WAIVER OF ANY TERMS HEREOF OR OF THE RIGHT TO SEEK ACTION AGAINST FUTURE NONCOMPLIANCE. REASONABLE REGULATIONS CONCERNING THE PROPERTY AND COMMON AREAS MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE OWNER AND/OR ASSOCIATION. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON IN, UPON, OR AROUND ANY RESIDENCE OR LOT OR IN OR UPON ANY COMMON AREA, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR A NUISANCE TO OTHER OWNERS OR IN ANY WAY INTERFERE WITH THE QUIET ENJOYMENT OF SUCH OWNERS.

B. DURATION

THESE COVENANTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER AND ALL SUBSEQUENT OWNERS AND PERSONS CLAIMING UNDER THEM WITHIN THE SUBDIVISION UNTIL JANUARY 1, 2044, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS OTHERWISE AMENDED OR TERMINATED AS PROVIDED HEREIN.

C. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTIONS I. AND II. MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER AND APPROVED BY THE CITY. EXCEPT FOR SECTIONS I. AND II. AS STATED ABOVE, OWNER OR ITS ASSIGNEE MAY SUPPLEMENT OR AMEND ANY OF THESE COVENANTS STATED HEREIN AT ANY TIME IN WHOLE OR IN PART BY EXECUTING AND RECORDING AN INSTRUMENT WITH THE COUNTY CLERK. ALTERNATIVELY, THESE COVENANTS MAY BE AMENDED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF SIXTY (60%) OF THE LOTS (SUBJECT TO OWNER CONSENT). THE PROVISIONS OF ANY INSTRUMENT SUPPLEMENTING OR AMENDING THESE COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS RECORDED IN THE RECORDS OF THE COUNTY CLERK.

D. SEVERABILITY

INVALIDATION OF ANY COVENANT OR RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY ANY COURT OR OTHERWISE SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER COVENANTS OR RESTRICTIONS HEREIN.

IN WITNESS WHEREOF, TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS 14th DAY OF JUNE, 2024.

TULSA L DEV., LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

By Stephen Ueux, Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF WASHINGTON)

ON THIS 14th DAY OF JUNE, 2024, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR THE AFORESAID COUNTY AND STATE, DULY COMMISSIONED AND ACTING, APPEARED Stephen Ueux TO ME PERSONALLY WELL KNOWN AS, OR PROVEN TO BE, THE PERSON WHOSE NAME APPEARS UPON THE WITHIN AND FOREGOING DOCUMENT AND STATED THAT SL WAS THE MANAGER OF TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND WAS DULY AUTHORIZED TO EXECUTE THE FOREGOING CONVEYANCE FOR AND ON ITS BEHALF, AND Stephen Ueux ACKNOWLEDGED TO ME THAT SL HAD EXECUTED THE SAME FOR THE CONSIDERATION AND PURPOSES THEREIN MENTIONED AND SET FORTH, AND I DO SO CERTIFY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE AS SUCH NOTARY PUBLIC AT THE COUNTY AND STATE AFORESAID ON THIS 14th DAY OF JUNE, 2024.

11/01/2023
MY COMMISSION EXPIRES

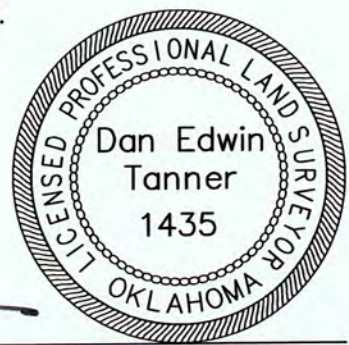
Tracey J. Coor
NOTARY PUBLIC

TRACEY J. COOR
WASHINGTON COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES NOV. 01, 2033
COMMISSION NO. 12725392

CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED AS "THE WOODS BLOCKS 10-17", A SUBDIVISION WITHIN THE CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS 12TH DAY OF JUNE, 2024.



By: [Signature]
DAN E. TANNER
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1435

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 12TH DAY OF JUNE, 2024, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING CERTIFICATE AS LICENSED PROFESSIONAL LAND SURVEYOR, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

10/15/2024
MY COMMISSION EXPIRES

Candice Heaven
NOTARY PUBLIC

FINAL PLAT CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COWETA PLANNING COMMISSION.

[Signature] 9/20/24
PLANNING COMMISSION CHAIR OR VICE-CHAIR APPROVAL DATE

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

[Signature] 7/1/24
MAYOR OR VICE-MAYOR APPROVAL DATE

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

M. Kilgore 7/1/24
CITY CLERK DATE

CERTIFICATE OF WAGONER COUNTY CLERK

I, Lori Hendricks, the County Clerk of Wagoner County, here now state the subdivision called _____, has been filed into Wagoner

County Records

Lori Hendricks
Lori Hendricks, Wagoner County Clerk



The Woods Blocks 10-17
SHEET 5 OF 5

Certified True Copy
LORI HENDRICKS, COUNTY CLERK
Wagoner County, Okla.
By [Signature] DEPUTY

MAINTENANCE BOND

Bond Number 100091713

KNOW ALL MEN BY THESE PRESENTS, That we Morton Excavating, LLC

as Principal, and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto The City of Coweta as Obligee, in the penal sum of Three Hundred Forty-four Thousand Two Hundred Forty-four & 00/100 (\$344,244.00) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Obligee dated _____ , for The Woods Phase #3 Block 10-17 - Sanitary Sewer

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of One (1) year(s) from and after completion of contract then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS 21st DAY OF August , 2024 .

Principal: Morton Excavating, LLC

(seal)

By: Donna R. Smith Manager
Title

Surety: Merchants National Bonding, Inc.

(seal)

By: Faith Burleson
Faith Burleson 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,

Becky Killman; Bobby J Young; Carey Kennemer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 29th day of July, 2024.



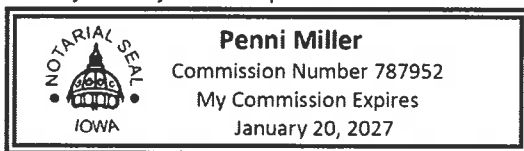
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 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)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, 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 21st day of August, 2024.



Elisabeth Sandersfeld
Secretary

MAINTENANCE BOND

Bond Number 100091714

KNOW ALL MEN BY THESE PRESENTS, That we Morton Excavating, LLC

as Principal, and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto The City of Coweta as Oblige, in the penal sum of **Seven Hundred Eighty-six Thousand Three Hundred Ninety-two & 00/100** (\$786,392.00) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Oblige dated _____, for The Woods Phase #3 Block 10-17 - Storm Sewer

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of One (1) year(s) from and after completion of contract then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS 22nd **DAY OF** August, 2024

Principal: Morton Excavating, LLC

(seal)

By: Norman Bhe Manager
Title

Surety: Merchants National Bonding, Inc.

(seal)

By: Faith Burleson Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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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.

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"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 29th day of July, 2024.



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

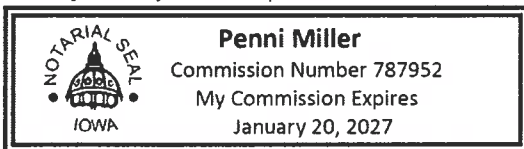
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 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)

Penni Miller

Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of August, 2024.



Elisabeth Sandersfeld

Secretary

MAINTENANCE BOND

Bond Number 101250712

KNOW ALL MEN BY THESE PRESENTS, That we Morton Excavating, LLC

as Principal, and Merchants National Bonding, Inc. as Surety, are held and firmly bound unto The City of Coweta as Oblige, in the penal sum of Six Hundred Ninety-two Thousand Three Hundred Forty-eight & 74/100 (\$692,348.74) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Oblige dated _____ , for The Woods Phase #3 Block 10-17 - Paving

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of One (1) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of One (1) year(s) from and after completion of contract then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS 22nd **DAY OF** August , 2024

Principal: Morton Excavating, LLC

(seal)

By: Norman She [Signature] Manager
Title

Surety: Merchants National Bonding, Inc.

(seal)

By: Faith Burleson [Signature]
Faith Burleson Attorney-in-Fact

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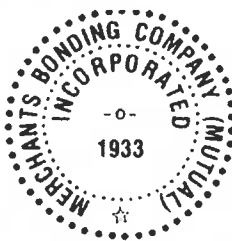
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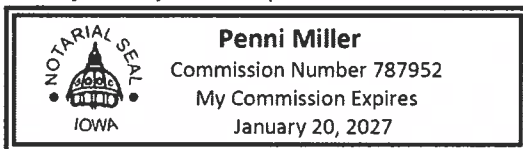
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MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

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Penn Miller
Notary Public

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Elisabeth Sandersfeld
Secretary



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: Ordinance 887 – Moratorium on Mini-Storage and RV Storage Uses in Commercial Zoning
Date: September 9, 2024

BACKGROUND

The City of Coweta is charged with the responsibility of protecting the public peace, health, order, morals, and safety and promoting the general welfare of the City of Coweta and its inhabitants. With this responsibility the City desires to preserve the safety, character, and economic welfare of its citizens.

Mini-Storage and Recreational Vehicle (RV) Storage uses are currently allowed within commercial and industrial zoning districts of the City by issuance of a Specific Use Permit recommended by the Planning Commission and approved by the City Council. In the Code of Ordinances, a mini-storage and recreational vehicle storage uses are considered to be a passive land use which generates infrequent vehicular traffic and no retail commercial traffic, even when located with frontage on primary and secondary arterial street rights-of-way within a commercially zoned territory.

The City of Coweta has limited commercially zoned territory located with frontage on primary and secondary arterial street rights-of-way which are planned and designed to facilitate higher volumes of vehicular traffic, including such traffic as is frequently generated by retail commercial uses.

The City of Coweta can account for seven (7) active mini-storage and recreational vehicle storage facilities within city limits. These facilities have approximately 1,500 individual storage units in inventory. This does not include the additional mini-storage and recreational vehicle storage facilities just outside our city limits that could be situated within potential annexation areas.

It is in the best interest of the City of Coweta and its citizens to review, evaluate and implement such changes in ordinances, rules or regulations which balance the needs of permitting the location of land usage within commercially zoned territories while giving due consideration to the benefits of reserving commercially zoned territories for higher traffic and retail commercial uses with frontage on major and minor arterials within the City.

The City of Coweta would benefit from the expertise of the Coweta Planning Commission and the general public, to better understand and reconcile the policy considerations raised by this issue. In order to preserve the status quo pending further investigation, the City staff is requesting a moratorium be imposed on the issuance of Specific Use Permits and new building permits allowing for the location of mini-storage and recreational vehicle storage uses within Neighborhood Commercial (CN), General Commercial (CG), and High Intensity Commercial (CH) zoning districts.

STAFF RECOMMENDATION

Staff recommends adopting Ordinance 887 declaring a moratorium on permitting mini-storage and recreational vehicle (RV) storage uses within Commercial Zoning Districts, within the City; providing an immediate effective date for the moratorium and a repeal date of Monday, September 8, 2025; declaring an emergency.

ATTACHMENTS

City of Coweta Mini-Storage and RV Storage - Facilities List
City of Coweta Mini-Storage and RV Storage - Location Map
Ordinance 887

City of Coweta Mini Storage and RV Storage Facilities

1. Midway Business Park & RV Storage (RV Storage)

10397 State Highway 51

Coweta, OK 74429

(918) 994-6885

Units Unknown

2. Public Storage (Mini Storage & RV Storage)

11057 State Highway 51

Broken Arrow, OK 74014

(918) 615-8086

749 Units

3. Locker Storage (Mini Storage & RV Storage)

26261 E 111th Street South

Coweta, OK 74429

(918)279-6500

Approximately 200 Units

4. Future Mini Storage Facility – behind RCB Bank

(Specific Use Permit Already Approved)

5. Classic Mini Storage (Mini Storage & RV Storage)

28331 E 131st Street South

Coweta, OK 74429

(918)486-9100

Approximately 130 Units

6. S & S Storage (Mini Storage)

13650 S 289th East Avenue

Coweta, OK 74429

Phone disconnected

Units Unknown

City of Coweta Mini Storage and RV Storage Facilities

7. 141st Street Mini Storage (Mini Storage)

28342 E 141st South

Coweta, OK 74429

(918)486-1957

Units Unknown

8. Locker Storage (Mini Storage)

30061 State Highway 51

Coweta, OK 74429

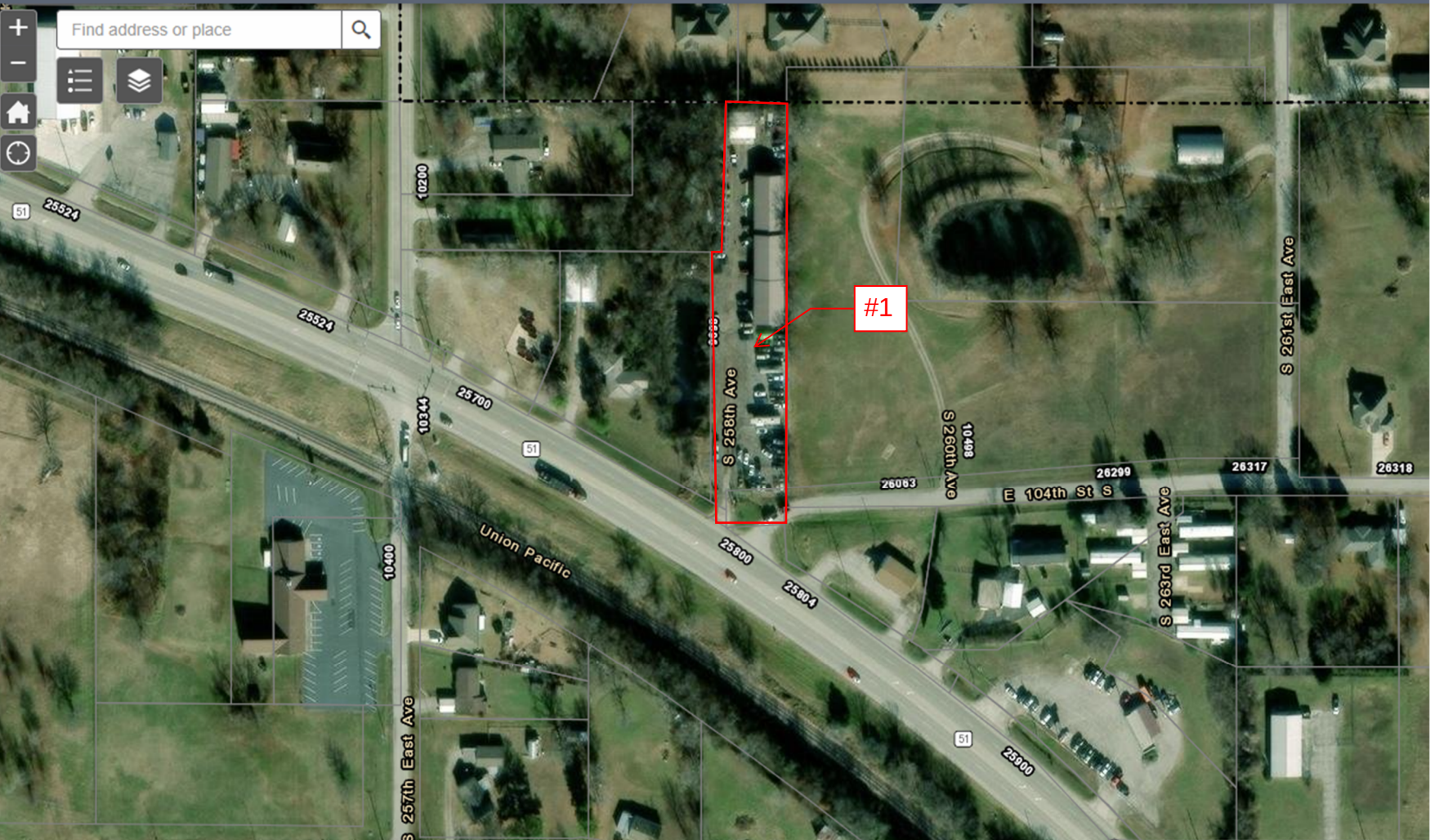
(918)279-6500

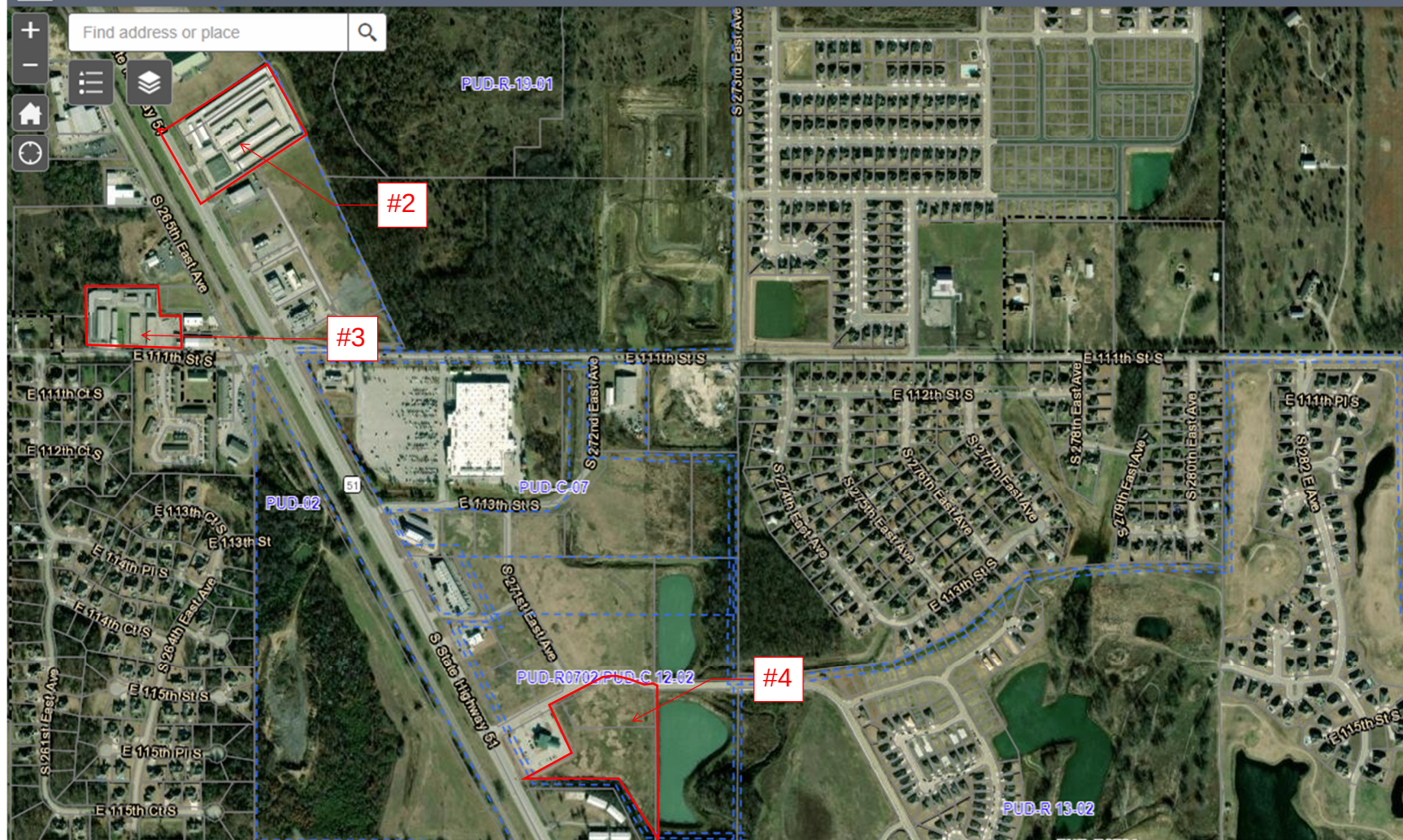
Approximately 100 Units



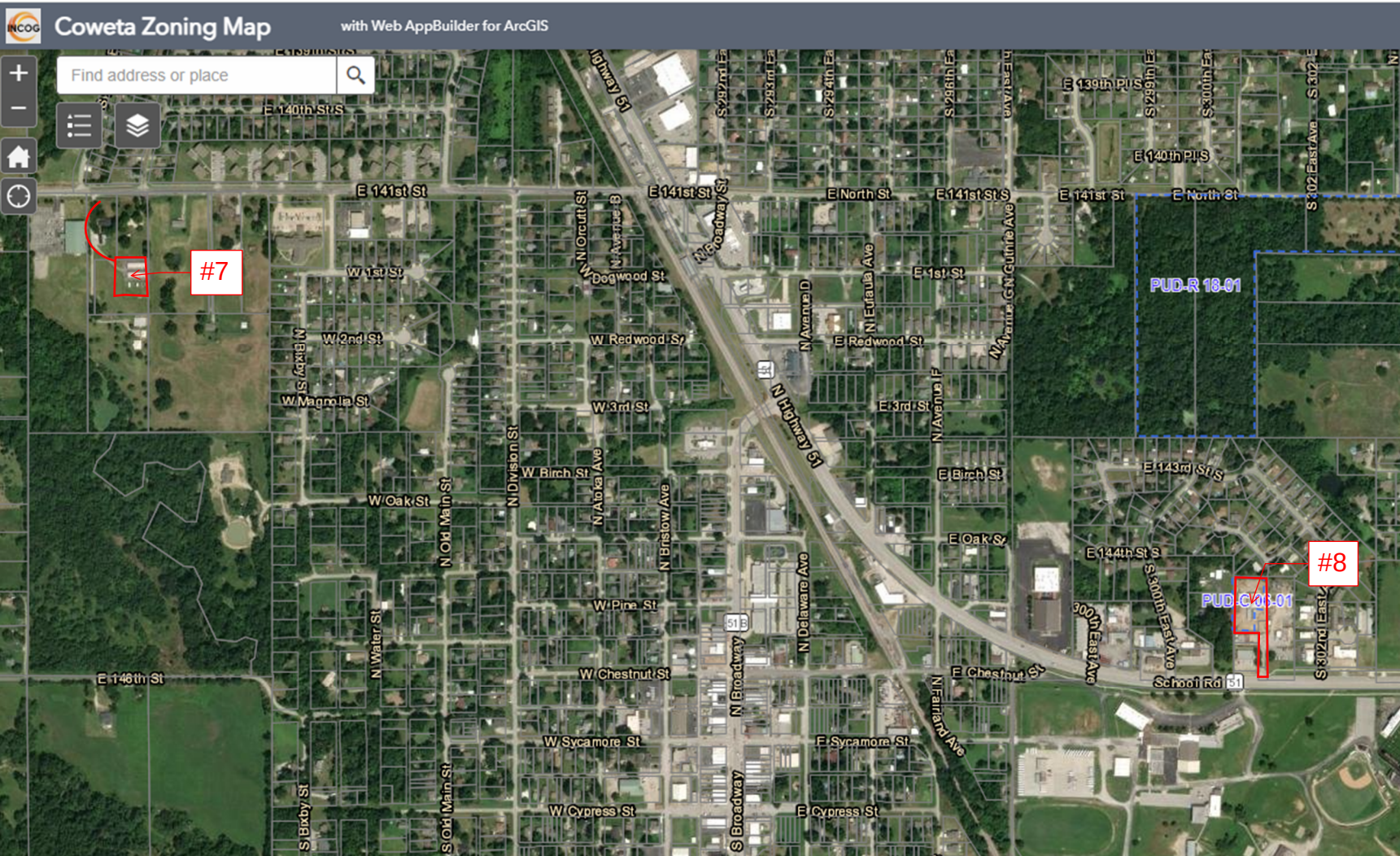
Coweta Zoning Map

with Web AppBuilder for ArcGIS









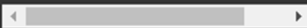


Major Street and Highway Plan



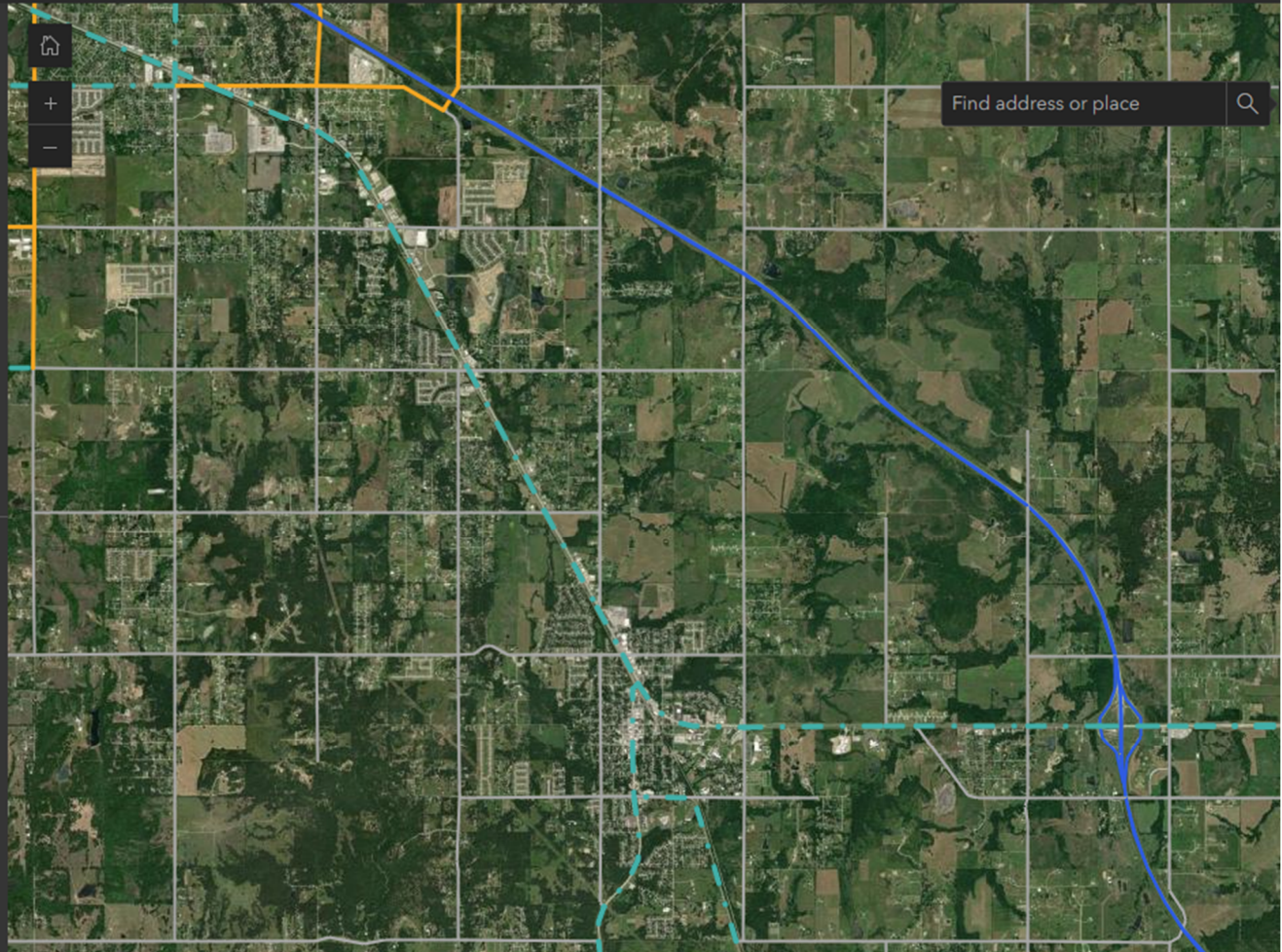
MSHP

- Freeway
- Parkway
- Scenic Drive
- Primary Arterial
- Secondary Arterial
- Urban Arterial
- Residential Collector
- Commercial/Industrial Street
- Commercial/CBD/Inc Collector
- Not Classified



City of Tulsa Street Designation

- Main Street
- Multi-Modal Corridor
- Commuter Corridor



CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 887

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA DECLARING A MORATORIUM ON PERMITTING OF MINI-STORAGE AND RECREATIONAL VEHICLE (RV) STORAGE USES WITHIN NEIGHBORHOOD COMMERCIAL (CN), GENERAL COMMERCIAL (CG), AND HIGH INTENSITY COMMERCIAL (CH) ZONING DISTRICTS; IMPOSING A DUTY UPON THE COWETA PLANNING COMMISSION TO ANALYZE AND RECOMMEND TO THE CITY COUNCIL ANY ORDINANCE AMENDMENTS AND REGULATIONS IT DEEMS NECESSARY TO PROTECT THE PUBLIC PEACE, HEALTH, WELFARE, ORDER, MORALS, AND SAFETY GOVERNING THE LOCATION OF MINI-STORAGE AND RV STORAGE LAND USES WITHIN THE CITY; PROVIDING AN IMMEDIATE EFFECTIVE DATE FOR THE MORATORIUM AND A REPEAL DATE OF MONDAY, SEPTEMBER 8, 2025; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Coweta is charged with the responsibility of protecting the public peace, health, order, morals, and safety and promoting the general welfare of the City of Coweta and its inhabitants; and

WHEREAS, the City of Coweta desires to preserve the safety, character, and economic welfare of its citizens and their property; and

WHEREAS, a mini-storage land use is described in the City's Zoning Code as "a building containing small-partitioned storage spaces, which are separately and individually rented or leased, for the storage of personal goods or merchandise..." (Coweta Municipal Code Section 12-2-2); and

WHEREAS, as used in Coweta's Zoning Code, the definition of a "recreational vehicle" (RV) includes trailers, boat trailers, travel trailers, camping trailers, truck campers, camper shells, motor homes, tent trailers, boats, houseboats, or similar vehicles or units, but the land use for the storage of RVs within commercial zoning districts is not currently a regulated use, and

WHEREAS, mini-storage uses are currently only allowed within commercial and industrial zoning districts of the City by issuance of a Specific Use Permit recommended by the Coweta Planning Commission and approved by the City Council; and

WHEREAS, mini-storage and RV storage uses are considered to be a passive land use which generates infrequent vehicular traffic and no retail commercial traffic, even when located with frontage on primary and secondary arterial street rights-of-way within a commercially zoned territory; and

WHEREAS, the City of Coweta has limited commercially zoned territory located with frontage on primary and secondary arterial street rights-of-way which are planned and designed to facilitate higher volumes of vehicular traffic, including such traffic as is frequently generated by retail commercial uses; and

WHEREAS, it is in the best interest of the City of Coweta and its citizens to review, evaluate and implement such changes in ordinances, rules or regulations which will balance the needs of permitting the location of mini-storage and RV storage land usage within commercially zoned territories while giving due consideration to the benefits of reserving commercially zoned territories for higher traffic and retail commercial uses with frontage on major and minor arterials within the City; and

WHEREAS, the City of Coweta would benefit from the expertise of the Coweta Planning Commission and the general public, to better understand and reconcile the policy considerations raised by these issues; and

WHEREAS, in order to preserve the status quo pending further investigation, the City of Coweta has determined that a moratorium should be imposed on the issuance of Specific Use Permits and building permits allowing for the location of mini-storage and RV storage uses within Neighborhood Commercial (CN), General Commercial (CG), and High Intensity Commercial (CH) zoning districts.

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

Section 1. That the City of Coweta by this Ordinance imposes a moratorium, suspension, and ban ("Moratorium") upon the issuance of Specific Use Permits and building permits allowing for the location of mini-storage and recreational vehicle (RV) storage uses within Neighborhood Commercial (CN), General Commercial (CG), and High Intensity Commercial (CH) zoning districts.

Section 2. During this moratorium, the Coweta Planning Commission shall convene as needed, collect evidence and hear the concerns of interested parties, hold at least one public hearing, deliberate, and issue written recommendations to the City Council regarding the location of mini-storage and recreational vehicle (RV) storage uses within Neighborhood Commercial (CN), General Commercial (CG), and High Intensity Commercial (CH) zoning districts.

Section 3. The Planning Commission shall transmit its recommendations to the City Council on or before Friday, August 1, 2025.

Section 4. EFFECTIVE DATES. This Ordinance shall remain in full force and effect through Monday, September 8, 2025, after which it shall be automatically null, void, and specially repealed, provided that the effective and repeal dates of this Ordinance may be modified as enacted by a subsequent ordinance of the City of Coweta.

Section 5. EMERGENCY CLAUSE. That an emergency is now declared to exist for the preservation of the public peace, health, and safety, and more particularly to provide improvements

to land use regulations pertaining to mini-storage and recreational vehicle (RV) storage uses, by reason of which this ordinance shall take effect immediately from and after its passage and approval.

ADOPTED by the City Council with the Emergency Clause voted upon and approved separately, on this 9th day of September 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

APPROVED:

Patrick Boulden, City Attorney