



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, NOVEMBER 4, 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

1. EMPLOYEE INTRODUCTIONS

- ZACHARY ANDERSON – POLICE OFFICER
- DANIEL BATES – PARKS
- AMANDA FORUM – PUBLIC WORKS ADMINISTRATIVE ASSISTANT
- ALYSSA SCHNEEBERG – COMMUNICATIONS MANAGER
- JESSICA CLARE – VOLUNTEER FIREFIGHTER
- DEVONE SMITH – WATER PLANT OPERATOR

VI. CONSENT

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

1. MINUTES OF REGULAR MEETING

APPROVAL OF THE MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING HELD ON OCTOBER 7, 2024. (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[241007-COUNCIL MINUTES.PDF](#)

2. CITY OF COWETA'S 911 SYSTEM REVIEW - FOURTH QUARTER FY2024
APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE QUARTER ENDING JUNE 30, 2024 IN ACCORDANCE WITH 63 O.S. §2868 (H). (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[FY24 Q4 911 REVIEW.PDF](#)

3. CITY OF COWETA'S 911 SYSTEM REVIEW - FIRST QUARTER FY2025
APPROVAL OF THE QUARTERLY FINANCIAL RESULTS AND OPERATIONAL ACTIVITIES OF THE CITY OF COWETA'S 911 SYSTEM FOR THE QUARTER ENDING SEPTEMBER 30, 2024 IN ACCORDANCE WITH 63 O.S. §2868 (H). (MARCY KILGORE, CITY CLERK/TREASURER)

Documents:

[FY25 Q1 911 REVIEW.PDF](#)

VII. CONSIDER ITEMS REMOVED FROM CONSENT

VIII. ADMINISTRATION

1. BID PROCESS FOR DRAINAGE IMPROVEMENTS ON 111TH STREET
DISCUSS AND CONSIDER ACTION DIRECTING STAFF TO BEGIN THE PUBLIC BID PROCESS FOR DRAINAGE IMPROVEMENTS ON 111TH STREET. (JULIE CASTEEN, CITY MANAGER)

Documents:

[241104-STAFF REPORT 111TH STREET DRAINAGE IMPROVEMENTS BID.PDF](#)
[111TH STREET DRAINAGE IMPROVEMENTS.PDF](#)

2. 121ST STREET CREEK CROSSING
DISCUSS AND CONSIDER ACTION TO DIRECT THE CITY ENGINEER TO PREPARE FUNCTION PLANS AND COST ESTIMATE TO REPLACE THE 121ST STREET CROSSING OVER COWETA CREEK (JULIE CASTEEN, CITY MANAGER)

Documents:

[241104-STAFF REPORT 121ST STREET CROSSING OVER COWETA CREEK.PDF](#)

3. NO TRUCKS SIGNS - 121ST STREET SOUTH AND STATE HIGHWAY 51
DISCUSS AND CONSIDER ACTION ON A REQUEST FROM JASON SMITH FOR THE INSTALLATION OF "NO TRUCK" SIGNS AT 121ST STREET SOUTH AND STATE HIGHWAY 51. (JULIE CASTEEN, CITY MANAGER)

Documents:

[241104-JASON SMITH.PDF](#)

4. M.E.T. RECYCLING CENTER
DISCUSS AND CONSIDER CURRENT SITE RELOCATION OF THE METROPOLITAN ENVIRONMENTAL TRUST FACILITY NEAR SOUTH 298TH EAST AVENUE, COWETA OK (MCKAY HALE, ASSISTANT CITY MANAGER)

Documents:

5. RESOLUTION 2024-44 REGARDING BUDGET AMENDMENTS

DISCUSS AND CONSIDER APPROVAL ON THE ADOPTION OF RESOLUTION 2024-44, 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:

[241104-SUPPLEMENTALS STAFF REPORT - SUPPLEMENTALS RESO 2024-44-GOVT.DOCX](#)
[241007-SUPPLEMENTALS RESO 2024-44 - GOVT.DOCX](#)

6. PURCHASE OF POLICE VEHICLE

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF A 2025 DODGE DURANGO FROM JOHN VANCE MOTORS AT A COST NOT TO EXCEED \$46,955.00, UTILIZING OKLAHOMA STATE CONTRACT SW035, TO BE FUNDED FROM BUDGET LINE ITEM 12-5403.007, AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN ALL DOCUMENTS PERTAINING TO THE PURCHASE. (MIKE BELL, CHIEF OF POLICE)

Documents:

[241104-STAFF REPORT PURCHASE OF POLICE VEHICLE.PDF](#)
[QUOTE JOHN VANCE FOR DURANGO.PDF](#)

7. PURCHASE OF POLICE VEHICLE EQUIPMENT

DISCUSS AND CONSIDER APPROVAL OF THE PURCHASE OF THE REQUIRED EQUIPMENT FOR 2025 DODGE DURANGO AT A COST NOT TO EXCEED \$25,024.11 TO BE FUNDED FROM BUDGET LINE ITEM 12-5404.007 AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN ALL DOCUMENTS PERTAINING TO THE PURCHASE. (MIKE BELL, CHIEF OF POLICE)

Documents:

[241104-STAFF REPORT POLICE VEHICLE EQUIPMENT.PDF](#)
[QUOTE VISUAL FORCE EQUIPMENT.PDF](#)
[QUOTE MOTOROLA SOLUTIONS FOR 4500 RADIO.PDF](#)
[QUOTE MEEKS FOR STRIPING.PDF](#)
[QUOTE MUSKOGEE COMMUNICATIONS LOW BAND.PDF](#)
[QUOTE UTILITY FOR ROCKET EQUIPMENT.PDF](#)

8. PURCHASE OF CAN-AM UTV, SKID UNIT AND TRAILER

DISCUSS AND CONSIDER ACTION ON THE PURCHASE OF A CAN-AM UTV, SKID UNIT AND 18' TRAILER FOR THE COWETA FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$40,157.51, FUNDED IN ACCOUNT 12-5404.009. (FIRE CHIEF, BRIAN WOODWARD)

Documents:

[241104-STAFF REPORT CAN-AM UTV.PDF](#)
[UTV FINAL QUOTE.PDF](#)
[241104-QTAC SKID UNIT.PDF](#)
[241104-TRAILER WORLD QUOTE.PDF](#)
[241104-SMITH RADIO UTV RADIO KENWOOD.PDF](#)
[241104-TEN 8 OUTFITTERS QUOTE FOR UTV.PDF](#)

9. FINAL PLAT LANCASTER PARK - PHASE I

DISCUSS AND CONSIDER ACTION ON A REQUEST FOR APPROVAL OF THE FINAL PLAT OF LANCASTER PARK PHASE I, A SUBDIVISION OF APPROXIMATELY 21.55 ACRES, MORE OR LESS, WITH 68 LOTS. LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF

THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. LANCASTER PARK PHASE 1, PUD-R 19-01 (RS-3 RESIDENTIAL SINGLE-FAMILY ZONING). (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[241104 CC FINAL PLAT PH 1 STAFF REPORT CB.DOCX](#)
[LANCASTER PH I FINAL PLAT.PDF](#)
[FLOODPLAIN MAP.PDF](#)
[ZONING MAP.PDF](#)

10. RESOLUTION 2024-42 - ACCEPTING INFRASTRUCTURE LANCASTER PARK - PHASE I
DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2024-42, 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 LANCASTER PARK PHASE I SUBDIVISION, LOCATED IN SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST, OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[241104 LANCASTER PARK PH 1 INFRASTRUCTURE ACCEPTANCE STAFF REPORT CB.PDF](#)
[RESOLUTION NO. 2024-42 LANCASTER PARK PHASE I.DOCX](#)
[LANCASTER PH I FINAL PLAT.PDF](#)
[LTR-BACK APPROVAL - LANCASTER PARK.PDF](#)
[MAINTENANCE BOND SANITARY SEWER.PDF](#)
[MAINTENANCE BOND STORM SEWER.PDF](#)
[MAINTANENCE BOND PAVING.PDF](#)
[240830-LANCASTER PARK- PHASE I- PAVING MAINTENANCE BOND RIDER.PDF](#)

11. CZ 24-06 REZONE (RS-3 TO RM-1) - ORDINANCE 888
DISCUSS AND CONSIDER ACTION RELATED TO PROPOSED ORDINANCE NO. 888, AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM RESIDENTIAL SINGLE FAMILY (RS-3) CLASSIFICATION TO RESIDENTIAL MULTI-FAMILY (RM-1) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[241104 CZ 24-06 CC STAFFREP.DOCX](#)
[CITY OF COWETA-ORDINANCE 888 CZ 24-06 SECTION18, 17N, R 16E.DOCX](#)
[CZ 24-06 AERIAL VIEW MAP.PDF](#)
[CZ 24-06 LOCATION MAP.PDF](#)
[CZ 24-06 ZONING MAP.PDF](#)

12. DECLARATION OF AN EMERGENCY ORDINANCE 888
DISCUSS AND CONSIDER ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 888 MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

13. CZ 24-07 REZONE (AG to RS-2) - ORDINANCE 889
DISCUSS AND CONSIDER ACTION RELATED TO PROPOSED ORDINANCE NO. 889, AN ORDINANCE

OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM AGRICULTURE (AG) CLASSIFICATION TO RESIDENTIAL SINGLE-FAMILY (RS-2) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[CZ-24-07 SPRADLIN ESTATES II REZONE STAFF REPORT CB.DOCX](#)
[CZ-24-07 AERIAL AND LOCATION MAP.PDF](#)
[CZ-24-07 ZONING AND NOTICE MAP.PDF](#)
[CITY OF COWETA-ORDINANCE 889 CZ 24-07, SECTION 1-17N R15E.DOCX](#)

14. DECLARATION OF AN EMERGENCY ORDINANCE 889

DISCUSS AND CONSIDER ACTION TO DECLARE AN EMERGENCY REGARDING ORDINANCE 889, MAKING IT EFFECTIVE IMMEDIATELY UPON PASSAGE AND APPROVAL. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

15. RESOLUTION 2024-43 - CONSENT FOR ANNEXATION

DISCUSS AND CONSIDER ACTION ON THE ADOPTION OF RESOLUTION 2024-43, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR ANNEXATION OF THE APPLICANT-OWNERS' PROPERTIES AND CERTAIN NONAPPLICANT OWNERS' PROPERTIES INTO THE CITY LIMITS BY THE CONSENT OF THE APPLICANT-OWNERS; DESCRIBING THE SUBJECT PROPERTIES AS FOLLOWS: A PORTION OF THE SECTION LINE RIGHT-OF-WAY OF SOUTH 241ST EAST AVENUE, ALSO KNOWN AS ONETA ROAD, SOUTH OF EAST 111TH STREET, 80 ACRES LOCATED APPROXIMATELY ONE QUARTER MILE SOUTH OF EAST 111TH STREET AND EAST OF 241ST EAST AVENUE (ONETA ROAD), AND 120 ACRES LOCATED APPROXIMATELY ONE-HALF MILE SOUTH OF EAST 111TH STREET AND WEST OF 241ST EAST AVENUE (ONETA ROAD); MORE PARTICULARLY IDENTIFYING THE SUBJECT PROPERTIES IN THE LEGAL DESCRIPTION AND MAP ATTACHED AS EXHIBIT "A"; SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION FOR MONDAY, DECEMBER 2, 2024, AT 6:00 P.M., IN COWETA CITY HALL; DIRECTING THE CITY MANAGER TO TAKE CERTAIN ACTIONS ON BEHALF OF THE CITY COUNCIL TO COMPLY WITH OKLAHOMA ANNEXATION STATUTES, TITLE 11, OKLAHOMA STATUTES, SECTIONS 21-101 ET SEQ.; AND THEREAFTER AUTHORIZING THE COUNCIL TO LAWFULLY CONSIDER AND ACT ON THE APPLICANTS' REQUEST. (CAROLYN BACK, COMMUNITY DEVELOPMENT DIRECTOR)

Documents:

[241104 CONSENT FOR ANNEXATION STAFF REPORT PBCB.PDF](#)
[RESOLUTION 2024-43 ANNEXATION REQUEST PACKET 11042024.PDF](#)
[CARTER RR, LLC LETTER OF CONSENT.PDF](#)
[CARTER RR, LLC DEED.PDF](#)
[RC WAGONER LLC \(KELLY CROSSING\) CONSENT LETTER.PDF](#)
[RC WAGONER LLC \(KELLY CROSSING\) DEED.PDF](#)
[RC WAGONER LLC \(KELLY CROSSING\) SURVEY.PDF](#)
[STANART \(TIGER TRAILS\) CONSENT LETTER.PDF](#)
[STANART \(TIGER TRAILS\) DEED.PDF](#)
[STANART \(TIGER TRAILS\) ALTA.PDF](#)
[21077_20240927_ANNEXATION APPLICATION.PDF](#)
[21077_20240927_ANNEXATION EXHIBIT.PDF](#)

IX. NEW BUSINESS

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

X. ADJOURNMENT

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

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024, 6:00 P.M.**

The members of the Coweta City Council met in regular session on Monday, October 7, 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

COUNCILMEMBERS ABSENT: Randy Woodward

I. CALL TO ORDER

The meeting was called to order by Mayor Hogue.

II. Pledge of Allegiance given

III. ROLL CALL

Roll call taken. Councilmembers were present as shown above.

IV. GENERAL CITY COUNCIL COMMENTS

Mayor Hogue reminded everyone of the Roland Park Town Hall meeting scheduled for 6:00 p.m. on October 14th, 2024, and about the National Night Out event with the Coweta Police department on October 8th, 2024. Vice Mayor Chance told everyone to save money.

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. EMPLOYEE INTRODUCTIONS

City Manager Julie Casteen introduced the following new hires and welcomed them to the team: April Costner - Library Assistant, Tanner Wiedel - Volunteer Firefighter, and Ana Martinez - PWA Administrative Assistant.

No action taken by Council.

VII. 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 September 9, 2024.

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024, 6:00 P.M.**

2. Approval of 2025 Regular Meeting dates schedule for the Coweta City Council, Coweta Planning Commission, Coweta Board of Adjustments, and the Coweta Library Board.
3. Approval of 2025 Holiday schedule for the City of Coweta.
4. Approval of the 2025 Municipal Court calendar.
5. Appointment of Briana Libey to the Coweta Board of Adjustments for an expired term that ends June 1, 2025.
6. Appointment of Kaci Barnett to the Coweta Planning Commission for a previously expired term. The full three-year term shall expire June 1, 2027.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

VIII. CONSIDER ITEMS REMOVED FROM CONSENT

No items removed.

IX. ADMINISTRATION

1. REVIEW AND APPROVE ACCEPTANCE AND SURPLUS OF FORFEITURE PROPERTY

Julie Casteen discussed and requested possible action related to the acceptance of forfeiture property from the State of Oklahoma, one 2018 Dodge Charger, and the surplus of that property to All Heart Wrecker Service.

Motion by Harold Chance, second by Naomi Hogue to approve the acceptance of forfeiture property from the State of Oklahoma, one 2018 Dodge Charger, and the surplus of that property to All Heart Wrecker Service.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024, 6:00 P.M.**

**2. XPRESS BILL PAY GATEWAY ADMINISTRATIVE SERVICE
AGREEMENT**

Julie Casteen led discussion and requested possible action related to the approval of a gateway administrative agreement with Xpress Solutions, Inc. and authorization for the City Manager to execute the agreement.

Motion by Harold Chance, second by Naomi Hogue to approve a gateway administrative agreement with Xpress Solutions, Inc. and authorization for the City Manager to execute the agreement.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

3. CDBG GRANT AWARD

Julie Casteen led discussion and requested possible action on the acceptance of a CDBG grant in the amount of \$418,000.00 for water system improvements and authorizing the Mayor and City Manager to execute documents related to the grant.

Motion by Harold Chance, second by Naomi Hogue to accept a CDBG grant in the amount of \$418,000.00 for water system improvements and authorizing the Mayor and City Manager to execute documents related to the grant.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

4. CONTRACT FOR CDBG GRANT ADMINISTRATION

Julie Casteen led discussion and requested possible action related to the approval of a contract with Eastern Oklahoma Development District (EODD) in the amount of \$33,000.00 for the administration of a Community Development Block Grant (19508 CDBG 24).

Motion by Harold Chance, second by Naomi Hogue to approve a contract with Eastern Oklahoma Development District (EODD) in the amount of \$33,000.00 for the administration of a Community Development Block Grant (19508 CDBG 24).

Aye: Harold Chance
Naomi Hogue
Joe Cash

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024, 6:00 P.M.**

Caroline Martin

5. INCOG GO PLAN COMMUNITY BICYCLE AND PEDESTRIAN MASTER PLAN

Julie Casteen led discussion and requested possible action related to the approval of an agreement with INCOG for a community bicycle and pedestrian master plan in the total amount of \$25,000.00 with the cost being divided between INCOG paying 50%, and the City of Coweta paying 50% or approximately \$12,500.00.

Motion by Harold Chance, second by Naomi Hogue to approve an agreement with INCOG for a community bicycle and pedestrian master plan in the total amount of \$25,000.00 with the cost being divided between INCOG paying 50%, and the City of Coweta paying 50% or approximately \$12,500.00.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

6. PUBLIC NUISANCE PROPERTY

Julie Casteen led discussion and requested possible action related to the approval of a 7-day waiting period to delay the abatement process for property located at 15966 S 296th East Avenue in Coweta, Oklahoma.

Motion by Harold Chance, second by Naomi Hogue to approve a 7-day waiting period to delay the abatement process for property located at 15966 S 296th East Avenue in Coweta, Oklahoma.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

7. DANGEROUS DILAPIDATED AND UNINHABITABLE STRUCTURES

Community Development Director Carolyn Back led discussion and requested direction on anticipated enforcement actions on dangerous dilapidated and uninhabitable structures.

Motion by Harold Chance, second by Naomi Hogue to endorse enforcement actions of the Community Development Department related to dangerous dilapidated and uninhabitable structures.

Aye: Harold Chance

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024, 6:00 P.M.**

Naomi Hogue
Joe Cash
Caroline Martin

**8. RESOLUTION 2024-41 ACCEPTING COWETA TRAILS II WATER AND
SEWER INFRASTRUCUTRE**

Carolyn Back led discussion and requested possible action related to the adoption of Resolution 2024-41, a Resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain sanitary sewer, and water line improvements as shown on the final plat of the Coweta Trails subdivision, located in Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Motion by Harold, second by Naomi Hogue to approve the adoption Resolution 2024-41, a Resolution of the City Council of the City of Coweta, Oklahoma accepting as dedicated public improvements certain sanitary sewer, and water line improvements as shown on the final plat of the Coweta Trails subdivision, located in Section 35, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

9. RESOLUTION 2024-38 ADOPTING BUDGET AMENDMENTS

Assistant City Manager McKay Hale led discussion and requested possible action related to the adoption of Resolution 2024-38, a Resolution of the City Council of the City of Coweta, Oklahoma adopting amendments to the annual appropriations for the budget of the City of Coweta for fiscal year ending June 30, 2025.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2024-38, a Resolution of the City Council of the City of Coweta, Oklahoma adopting amendments to the annual appropriations for the budget of the City of Coweta for fiscal year ending June 30, 2025.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

**MINUTES OF THE COWETA CITY COUNCIL REGULAR MEETING
OCTOBER 7, 2024, 6:00 P.M.**

10. RESOLUTION 2024-40 REGARDING BUDGET AMENDMENTS

McKay Hale led discussion and requested possible action related to adoption of Resolution 2024-40, 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.

Motion by Harold Chance, second by Naomi Hogue to approve the adoption of Resolution 2024- 40, 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.

Aye: Harold Chance
Naomi Hogue
Joe Cash
Caroline Martin

X. NEW BUSINESS

No new business.

XI. ADJOURNMENT

Mayor Hogue adjourned the meeting at 6:30 p.m.

Naomi Hogue, Mayor

Marcy Kilgore, City Clerk

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR APRIL 1, 2024 THROUGH JUNE 30, 2024**

During the fourth quarter of fiscal year 2024, the expenditures for the E911 Fund include:

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	\$ 7,614.27
The Public Safety Group	Dispatcher Training	249.00
	Subtotal	7,863.27
	First Quarter Expenditures	53,023.17
	Second Quarter Expenditures	95,022.23
	Third Quarter Expenditures	17,811.47
	Correction to Second Quarter	77.50
	Total Year to Date Expenditures	\$173,797.64

Approved in open meeting of the City Council of the City of Coweta on this 4th day of November, 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

VENDOR SET: 01 CITY OF COWETA

BANK: ALL

FUND : 18 E-911 FUND

DEPARTMENT: 087 E-911 FUND

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

PAY DATE RANGE: 4/01/2024 THRU 6/30/2024

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-2210	WINDSTREAM	I-041665350 04/29/24 18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	271669		108.75
01-2210	WINDSTREAM	I-041665350 3/27/24 18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	271367		108.75
01-2210	WINDSTREAM	I-041665350/05/29/24 18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	271893		108.75
01-2210	WINDSTREAM	I-041700521 05/03/24 18	5302.087	COMMUNICATION: E911 VPN & ROUTERS	271707		769.13
01-2210	WINDSTREAM	I-041700521 APR '24 18	5302.087	COMMUNICATION: E911 VPN & ROUTERS	271422		769.13
01-2210	WINDSTREAM	I-04170052106/05/24 18	5302.087	COMMUNICATION: E911 VPN & ROUTERS	271987		769.13
01-2210	WINDSTREAM	I-101098402 05/09/24 18	5302.087	COMMUNICATION: E911 VPN ACCT 101098	271708		1,339.10
01-2210	WINDSTREAM	I-101098402 6/11/24 18	5302.087	COMMUNICATION: E911 VPN	271988		1,339.10
01-2210	WINDSTREAM	I-101098402 APR '24 18	5302.087	COMMUNICATION: E911 VPN ACCT 101098	271473		1,339.10
01-2210	WINDSTREAM	I-101098803 04/16/24 18	5302.087	COMMUNICATION: DISPATCH PHONE FY24	271530		124.00
01-2210	WINDSTREAM	I-101098803 6/17/24 18	5302.087	COMMUNICATION: DISPATCH PHONE FY24	272033		122.26
01-2210	WINDSTREAM	I-10109880305/15/24 18	5302.087	COMMUNICATION: DISPATCH PHONE FY24	271763		123.00
01-2210	WINDSTREAM	I-101186478 04/22/24 18	5302.087	COMMUNICATION: CALLWORKS TRANS LINE	271670		294.83
01-2210	WINDSTREAM	I-1011896478 5/22/24 18	5302.087	COMMUNICATION: CALLWORKS TRANS LINE	271817		299.24

VENDOR 01-2210 TOTALS 7,614.27

01-4370	THE PUBLIC SAFETY GROU	I-7694	18 5305.087	TRAVEL & TRAI: COURSE MAY 16 M KUCH	271809		249.00
---------	------------------------	--------	-------------	-------------------------------------	--------	--	--------

VENDOR 01-4370 TOTALS 249.00

DEPARTMENT 087 E-911 FUND TOTAL: 7,863.27

VENDOR SET 18 E-911 FUND TOTAL: 7,863.27

REPORT GRAND TOTAL: 7,863.27

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
PRIOR	18 -5302.087	COMMUNICATIONS (TELEPHONE)	7,614.27					
	18 -5305.087	TRAVEL & TRAINING	249.00					
** PRIOR YEAR TOTALS **			7,863.27					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	7,863.27

18 TOTAL	E-911 FUND	7,863.27

** TOTAL **		7,863.27

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 4/01/2024 THRU 6/30/2024
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

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

** END OF REPORT **

% OF YEAR COMPLETED: 100.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>100-PERSONAL SERVICES</u>						
18-5101.087 SALARIES	0	0.00	0.00	0.00	0.00	0.00
18-5103.087 OVERTIME	0	0.00	0.00	0.00	0.00	0.00
18-5106.087 FICA TAX	0	0.00	0.00	0.00	0.00	0.00
18-5107.087 MEDICARE TAX	0	0.00	0.00	0.00	0.00	0.00
18-5108.087 EMPLOYEE INSURANCE	0	0.00	0.00	0.00	0.00	0.00
18-5109.087 WORKERS' COMP INSURANCE	0	0.00	0.00	0.00	0.00	0.00
18-5110.087 UNEMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00
18-5111.087 RETIREMENT	0	0.00	0.00	0.00	0.00	0.00
18-5113.087 PRE-EMPLOYMENT CHECKS/PHYS	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 100-PERSONAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
 <u>200-MATERIALS AND SUPPLIE</u>						
18-5200.087 MATERIALS AND SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
18-5201.087 OFFICE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
18-5204.087 MINOR TOOLS & EQUIPMENT	<u>2,300</u>	<u>0.00</u>	<u>1,962.00</u>	<u>0.00</u>	<u>338.00</u>	<u>85.30</u>
TOTAL 200-MATERIALS AND SUPPLIE	2,300	0.00	1,962.00	0.00	338.00	85.30
 <u>300-OTHER CHARGES/SERVICE</u>						
18-5300.087 OTHER SERVICES & CHARGES	0	0.00	0.00	0.00	0.00	0.00
18-5302.087 COMMUNICATIONS (TELEPHONE)	42,800	2,339.24	33,237.89	0.00	9,562.11	77.66
18-5304.087 MEMBERSHIPS & SUBSCRIPTIONS	5,400	0.00	5,340.00	0.00	60.00	98.89
18-5305.087 TRAVEL & TRAINING	3,405	0.00	992.00	0.00	2,956.00	13.19
18-5325.087 CONTRACTED SERVICES	<u>18,800</u>	<u>0.00</u>	<u>18,096.08</u>	<u>0.00</u>	<u>703.92</u>	<u>96.26</u>
TOTAL 300-OTHER CHARGES/SERVICE	70,405	2,339.24	57,665.97	0.00	13,282.03	81.13
 <u>400-CAPITAL OUTLAY</u>						
18-5404.087 MACHINERY & EQUIPMENT	<u>111,455</u>	<u>0.00</u>	<u>90,565.68</u>	<u>0.00</u>	<u>20,889.32</u>	<u>81.26</u>
TOTAL 400-CAPITAL OUTLAY	111,455	0.00	90,565.68	0.00	20,889.32	81.26
 <u>500-NON-OPERATING</u>						
18-5503.087 LEASE PAYMENTS - PRINC	18,474	0.00	18,473.45	0.00	0.55	100.00
18-5504.087 LEASE PAYMENTS - INTEREST	<u>5,131</u>	<u>0.00</u>	<u>5,130.54</u>	<u>0.00</u>	<u>0.46</u>	<u>99.99</u>
TOTAL 500-NON-OPERATING	23,605	0.00	23,603.99	0.00	1.01	100.00
TOTAL E-911	207,765	2,339.24	173,797.64	0.00	34,510.36	83.39
TOTAL EXPENDITURES	207,765	2,339.24	173,797.64	0.00	34,510.36	83.39
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	(99,165)	10,714.73	(37,224.94)	0.00	(62,483.06)	36.99
	=====	=====	=====	=====	=====	=====

Enterpol Dispatch Calls for Service by Type

Central Dispatch History

04/01/2024 to 06/30/2024

1006 - 10-6 ACO Shelter:	10
1010 - Out of Service/Subject to Call:	8
1012 - Officials / Visitor Present /:	109
1014 - Escort / 10-14:	3
1021 - 10-21 Request:	70
1026 - Motorist Assist:	72
1028 - Check Registration Information:	164
1034 - Open Door / 10-34:	8
1043 - Driver's License Check:	26
10431044 - Driver's License/Warrant Check:	18
1044 - Warrant Check:	8
1045 - Dinner Location:	62
1059 - Traffic Stop:	934
106 - 10-6:	291
106 - 10-6 Out of Unit:	38
1075 - Drug Activity / 10-75:	4
911 NE - 911 Non-Emergency:	211
911h - 911 Hangup:	174
AbanVeh - Abandoned Vehicles:	3
Abduct - Abduction:	1
ACC - Accidental:	9
ACO2 - Animal Pick UP:	5
ACO3 - Animal Return:	1
ACO4 - Animal Well Fare Check:	7
ACO5 - Signal 30 Animal:	18
ACO6 - Traps:	4
AlarmA - Alarm Audible:	3
AlarmF - Alarm Fire:	38
AlarmH - Alarm Holdup Panic:	3
AlarmI - Alarm Intrusion:	63
AlarmM - Alarm Medical:	22
AlarmS - Alarm School:	13
Anim30 - Signal 30 Animal:	12
AnimalA - Animal at Large:	66
AnimalB - Animal Bite:	3
AnimalC - Animal Abuse:	3
AnW - Animal Welfare Check:	7
ArmRob - Armed Robbery:	1
Arson - Arson:	1
Assault - Assault:	6
AssistC - Assist a Citizen:	9
AssistO - Assist Another Agency:	68
ATL - Attempt to Locate:	8
AttServe - Attempt to Serve:	3
B&E - Breaking and Entering:	3
Bo - BOLO:	29
Burg - Burglary:	1
CE - Code Enforcement:	2
ChildA - Child Abuse:	0
ChildInS - Child in need of Supervision:	3
ChkJuv - Check the Juveniles:	19
ChkWelBe - Check the Well-being:	73
Con - Controlled Burn:	7
COS - COS - Check to your own satisf:	3
Court1 - Court - Municipal:	2
Court2 - Court - District:	1

Disturb - Disturbance:	59
DomesVio - Domestic Violence:	57
Down - Down Power Lines:	3
EnRouteH - En Route to Harm:	1
FingerP - Fingerprints:	16
Fire - Fire:	47
Flag - Flagged Down:	2
FollowUp - Follow up:	91
Fraud - Fraud:	16
Fuel - Fuel:	171
GasLeak - Gas Leak:	6
GenQues - General Questions:	30
Harrass - Harassment:	6
IllPark - Illegal Parking:	12
Info - Information:	1546
Lar - Larceny:	12
LarcG - Larceny Gasoline:	1
LarcV - Larceny from a Vehicle:	1
LarV - Larceny of a Vehicle:	5
MA - Mutual Aid Request:	10
ManDown - Man-down:	6
MedEmerg - Medical Emergency:	579
MissPer - Missing Person:	4
MotorA - Motorist Assist:	7
Mun - Municipal Court:	4
NCICR - NCIC Recovery:	1
Ped - Pedestrian Check:	39
PeepingT - Peeping Tom:	1
PotDangD - Potentially Dangerous Dog:	2
PropA - Property Abandoned:	3
PropD - Property Damage:	1
PropF - Property Found:	6
PropR - Property Release:	9
ProtectO - Protective Order Violation:	5
Pur - Pursuit:	4
Re - 10-15 Release:	14
RecInfo - Receive Information:	83
RecklesD - Reckless Driver:	40
Repo - Repossession:	7
RoadRage - Road Rage:	6
Runaway - Runaway:	10
Sec - Security Check:	393
ShopLif - Shoplifting:	2
ShotsF - Shots – Fired / Heard:	0
Signal30 - Fatality / Signal 30:	5
Signal7 - Dinner Location / Signal 7:	1
Signal76 - Accident Unknown:	29
Signal81 - Accident Minor:	45
Signal82 - Accident Injury:	15
Signal83 - Accident City Vehicle:	2
Signal87 - Intoxicated Pedestrian / Signa:	1
Signal88 - Intoxicated Driver / Signal 88:	23
Signal89 - Accident Hit and Run:	12
Special - Special Event/Assignment:	21
SRO - SRO School Check:	111
Suicidal - Suicidal Subject:	14
SuspAct - Suspicious Activity:	42
SuspPer - Suspicious Person:	29
SuspVeh - Suspicious Vehicle:	30
TaffCon - Traffic Control:	8
Threats - Threats:	10
TrafH - Traffic Hazard:	41
Trai - Training:	11
Tran - Transport:	26
Transfer - Transfer Call:	624
Tressp - Trespassing:	8
TroubleU - Trouble Unknown:	11

Truancy - Truancy:	1
Vand - Vandalism:	9
VehM - Vehicle Maintenance:	4
War - Warrant Service:	7
Watch - Watch Order:	2
WO - Watch Order / Security Check:	8

Total: 7201

**REVIEW OF EXPENDITURES FOR E911 FUND
FOR JULY 1, 2024, THROUGH SEPTEMBER 30, 2024**

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

Vendor	Description	Total Per Vendor
Windstream	911 Lines and Services	\$ 7,934.50
Motorola Solutions	Annual Service Agreement for Consoles	15,199.51
Motorola Solutions	Lease Payment on CallWorks	23,603.99
Computer Project of IL	OLETS Annual License Fees	198.00
OK Dept of Public Safety	OLETS Annual Maintenance Fees	5,988.00
Internal Revenue Service	FICA and Medicare Tax	59.21
City of Coweta	Salaries (not included in AP Payment Report)	774.00
	Total Year to Date Expenditures	<u>\$ \$53,757.21</u>

Approved in open meeting of the City Council of the City of Coweta on this 4^h day of November, 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

VENDOR SET: 01 CITY OF COWETA

BANK: ALL

FUND : 18 E-911 FUND

DEPARTMENT: 087 E-911 FUND

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

PAY DATE RANGE: 7/01/2024 THRU 9/30/2024

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L	ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-2210	WINDSTREAM	C-041665350	18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	272631		31.25-
01-2210	WINDSTREAM	I-041665350 06/27/24	18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	272129		108.75
01-2210	WINDSTREAM	I-041665350 07/29/24	18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	272344		108.75
01-2210	WINDSTREAM	I-041700521 07/03/24	18	5302.087	COMMUNICATION: E911 VPN & ROUTERS	272172		769.13
01-2210	WINDSTREAM	I-041700521 08/05/24	18	5302.087	COMMUNICATION: E911 VPN & ROUTERS	272387		780.66
01-2210	WINDSTREAM	I-101098402 07/10/24	18	5302.087	COMMUNICATION: E911 VPN JUNE 24-JUL	272173		1,341.51
01-2210	WINDSTREAM	I-101098402 8/09/24	18	5302.087	COMMUNICATION: E911 VPN JUNE 24-JUL	272388		1,341.51
01-2210	WINDSTREAM	I-101098402 9/10/24	18	5302.087	COMMUNICATION: E911 VPN JUNE 24-JUL	272797		1,341.51
01-2210	WINDSTREAM	I-101098803 8/15/24	18	5302.087	COMMUNICATION: DISPATCH PHONE LINES	272452		124.29
01-2210	WINDSTREAM	I-101098803 9/16/24	18	5302.087	COMMUNICATION: DISPATCH PHONE LINES	272835		122.01
01-2210	WINDSTREAM	I-10109880307162024	18	5302.087	COMMUNICATION: DISPATCH PHONE LINES	272234		124.69
01-2210	WINDSTREAM	I-101186478 06/21/24	18	5302.087	COMMUNICATION: CALLWORKS TRANS LINE	272130		294.83
01-2210	WINDSTREAM	I-101186478 07/22/24	18	5302.087	COMMUNICATION: CALLWORKS TRANS LINE	272293		300.23
01-2210	WINDSTREAM	I-101186478 8/21/24	18	5302.087	COMMUNICATION: CALLWORKS TRANS LINE	272631		298.75
01-2210	WINDSTREAM	I-202405025197	18	5302.087	COMMUNICATION: WINDSTREAM	272631		31.25
01-2210	WINDSTREAM	I-41665350 8/28/24	18	5302.087	COMMUNICATION: T1 LINE FOR DISPATCH	272681		108.75
01-2210	WINDSTREAM	I-41700521 9/04/24	18	5302.087	COMMUNICATION: E911 VPN & ROUTERS	272727		769.13
							VENDOR 01-2210 TOTALS	7,934.50
01-3538	COMPUTER PROJECT OF IL	I-24-07-160ME	18	5325.087	CONTRACTED SE: LICENSE FEE FOR OLET	272205		198.00
							VENDOR 01-3538 TOTALS	198.00
01-3641	MOTOROLA SOLUTIONS INC	I-8230463859	18	5325.087	CONTRACTED SE: ANNUAL MAINT FEE	272216		15,199.51
							VENDOR 01-3641 TOTALS	15,199.51
01-4264	MOTOROLA SOLUTIONS CRE	I-32730	18	5503.087	LEASE PAYMENT: ANNUAL LEASE PAYMENT	272201		19,640.72
01-4264	MOTOROLA SOLUTIONS CRE	I-32730	18	5504.087	LEASE PAYMENT: ANNUAL LEASE PAYMENT	272201		3,963.27
							VENDOR 01-4264 TOTALS	23,603.99
01-70018	INTERNAL REVENUE SERVI	I-T3 202408275225	18	5106.087	FICA TAX : PAYROLL DEDUCTIONS	000911		47.99
01-70018	INTERNAL REVENUE SERVI	I-T4 202408275225	18	5107.087	MEDICARE TAX : PAYROLL DEDUCTIONS	000911		11.22
							VENDOR 01-70018 TOTALS	59.21
01-80	OKLAHOMA DEPT PUBLIC S	I-LET-016257	18	5325.087	CONTRACTED SE: ANNUAL SOFTWARE OLET	272817		5,988.00
							VENDOR 01-80 TOTALS	5,988.00
					DEPARTMENT 087	E-911 FUND	TOTAL:	52,983.21
					VENDOR SET 18	E-911 FUND	TOTAL:	52,983.21
							REPORT GRAND TOTAL:	52,983.21

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
PRIOR	18 -5302.087	COMMUNICATIONS (TELEPHONE)	0.00						
	** PRIOR YEAR TOTALS **		0.00						
	18 -5106.087	FICA TAX	47.99	1,550	1,502.01				
	18 -5107.087	MEDICARE TAX	11.22	363	351.78				
	18 -5302.087	COMMUNICATIONS (TELEPHONE)	7,934.50	41,573	2,573.00				
	18 -5325.087	CONTRACTED SERVICES	21,385.51	26,027	62.31				
	18 -5503.087	LEASE PAYMENTS - PRINC	19,640.72	19,641	0.28				
	18 -5504.087	LEASE PAYMENTS - INTEREST	3,963.27	3,964	0.73				
		TOTAL:	52,983.21						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
18 -087	E-911 FUND	52,983.21

18 TOTAL	E-911 FUND	52,983.21

** TOTAL **		52,983.21

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 CITY OF COWETA
INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999
PAY DATE RANGE: 7/01/2024 THRU 9/30/2024
BANK: ALL
BUDGET: CB-CURRENT BUDGET
SEQUENCE: VENDOR NUMBER
REPORT TYPE: 1 LINE
TOTALS ONLY: NO
PRINT PROJECTS: NO
PRINT STUB COMMENTS: NO

DEPARTMENT OPTIONS

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

** END OF REPORT **

% OF YEAR COMPLETED: 25.00

REVENUE OVER/(UNDER) EXPENDITURES	10,219	5,428.35	(12,230.92)	(35,644.68)	58,094.60	468.50-
	=====	=====	=====	=====	=====	=====

Enterpol Dispatch Calls for Service by Type

10'3

Central Dispatch History

07/01/2024 to 09/30/2024

1006 • 10-6 ACO Shelter:	5
1010 • Out of Service/Subject to Call:	19
1012 • Officials/ Visitor present/:	177
1021- 10-21 Request:	121
1026 • Motor Assist:	78
1028 • Check Registration Information:	270
1029 - Check for Stolen or Wanted:	1
1034 • Open Door/ 10-34:	11
1043 • Driver& License Check:	57
10431044. Driver's License/Warrant Check:	14
1044 • Warrant Check:	19
1045 • Dinner Locatlon:	90
1059 • Traffic Stop:	1413
106 • 10-6 Out of Unit:	367
1075 • Drug Activity/ 10-75:	2
911 NE- 911 non-emergency:	163
911h • 911 Hang up:	153
AbanVeh • Abandoned Vehicle:	3
Abduct- Abduction:	1
ACC • Accidental:	1
AC02- Animal Pick up:	4
AC03 • Animal Return:	1
AC04 • Animal Well Fare Oieck:	14
AC05 • Signal 30 Animal:	40
AC06 • Traps:	2
AlarmA • Alarm Audible:	5
Alarmf • Alarm Fire:	36
AlarmH• Alarm Holdup:	7
AlarmI• Alarm Intrusion:	59
AlarmM • Alarm Medical:	15
Alarms- Alarm School:	14
AnIm30 • Sigml 30 Animal:	7
AnimalA • Animal at Large:	74
AnimalB • Animal Bite:	5
AnimalC • Animal Abuse:	1
AnimalD • Animal Barking:	1
AnW • Animal Welfare Check:	5
Assault • Assault:	5
AssistC • Assist a Citizen:	16
AssistO • Assist Another Agency:	66
ATL-Attempt to local:	7
AttServe • Attempt to Serve:	4
B&E- Breaking and Entering:	8
Bo- BOI.O:	22
Burg Burglary:	6
c.ashPull • Cash Pull:	2
ChldA • Child Abuse:	1
ChildInS – Child in need of Supervision:	2
ChildSte • Child Stealing:	1
ChkJuv • Check the Juveniles:	20
ChkWelBII • Check the Wellbeing:	61
Con • Controlled Burn:	27
COS • COS - Check to your own satisf:	4
CourtI • Court• Municipal:	6
Court2 • Court• District:	4
Det • Detective:	3

Enterpol Dispatch Calls for Service by Type

2 of 3

Centrl Dispatch Hiltory

07/01/2.02.4 to 09/30/2.02.4

Disturb • Disturbance:	74
DomesVlo • Domestic Violence:	53
Down • Down Power Lines:	1
EnRouteH • En Route to Harm:	2
FingerP • Fingerprints:	13
Fire • Fire:	SO
Flag • Flagged Down	2
Follow up • follow up:	160
Fraud • Fraud:	20
Fuel • Fuel:	148
GasLeak • Gas Leak:	10
GenQues • General Questions:	20
Harrass • Harassment:	6
IllPark • Illegal Parking:	11
Info • Information:	1414
Lar • larceny:	22
LarcG • Larceny Gasoline:	1
larcV • larceny from a Vehicle:	6
larV • Larceny of Vehicle:	6
MA - Mutual Aid Request:	7
ManDown, • Man-down:	4
MedEmerg • Medical Emergency:	601
MissPer • Missing Person:	8
MotorA • Motorist Assist:	14
NCICR • NCIC Recovery:	2
Ped • Pedestrian Check:	54
PeepingT • Peeping Tom:	1
PotDangD • Potentially Dangerous Dog:	5
PropA • Property Abandoned:	3
PropF • Property Found:	12
PropR • Property Release:	15
ProtactO • Protective Order Violation:	7
Pur • Pursuit:	3
Re • 10•15 Release:	30
RecInfo • Receive Information:	60
RecklesD • Reckless Driver:	SO
Repo • Repossession:	3
Road Rage • Road Rage:	4
Runaway • Runaway:	4
School • School Threats:	1
Sec • Security Check:	355
SexAbuse • Sexual Abuse:	1
Shooting • Shooting:	1
ShopUf • Shoplifting:	13
ShotsF • Shots - Fired / Heard:	1
Signal 30 • fatality:	4
Signal76 • Accident Unknown:	26
Signal 81 - Accident Minor:	37
Signal 82 • Accident Injury:	8
Signal 87 • Intoxicated Pedestrian:	6
Signal 88 • Intoxicated Driver	25
Signal 89 • Accident Hit and Run:	8
Signal 99 • Mental Status not Known	2
Special • Special Event/Assignment:	33
SRO • SRO School Check:	168
Sto • Deleted or Undefined Code: Sto:	1

Enterpol Dispatch
Calls for Service by Type
Central Dispatch History

3 of 3

07/01/2024 to 09/30/2024

Suicidal, Suicidal Subject:	14
SuspAct • Suspicious Activity:	27
SuspPar • Suspicious Person :	28
SuspVeh • Suspicious Vehicle:	60
Taffr.on • Traffic Control:	3
Threats • Threats:	17
Traf - Traffic Control	20
TrafH • Traffic Hazard:	39
Tral • Training:	9
Tran • Transport:	25
Transfer - Transfer Call:	530
Tressp • Trespassing:	9
TroubleU • Trouble Unknown:	6
Vand • Vandalism:	7
VehM • Vehicle Maintenance:	9
War - Warrant Service:	3
Watch - Watch Order:	2
WO - Witch Order / Security Check:	4

Total: 7928



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: 111th Street Drainage Improvements Bid
Date: November 4, 2024

BACKGROUND

The 111th Street Road widening project that was originally planned to begin this year has been postponed due to public safety projects taking priority. However, drainage improvements that were intended to be completed in conjunction with the street widening were also put on hold as they were a part of the street widening project. There is an urgent need to correct these drainage issues as the rainy season is upon us and spring is fast approaching.

Lancaster Park is a new single-family housing development located on the northwest corner of E. 111th Street South and S. 273rd East Ave, due east of McDonalds. The Final Plat is on your Agenda this evening for infrastructure acceptance and plat approval. There has been a drainage issue for years impacting this property that was caused by downstream redirection of the drainage channel. The impacts of flooding has been reported to cross the road when heavy fall and spring rains occur. Our City Engineer has secured approved plans from the Army Corps of Engineers to correct the issue.

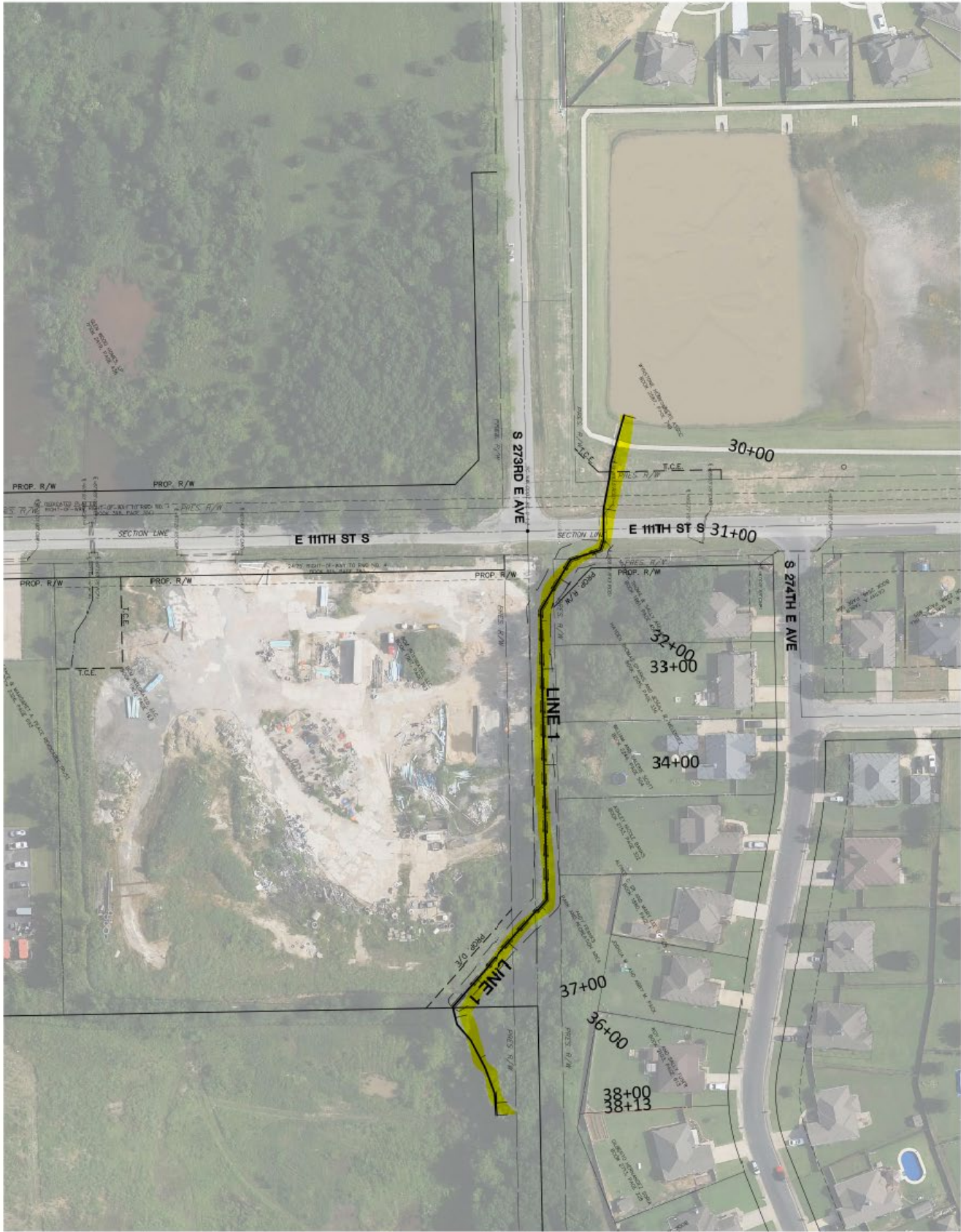
The drainage improvements can easily be completed as a separate project. Our City Engineer intends to have the documents ready to go out for bid in order to award the project prior to the December 31, 2024 deadline for obligating ARPA funds.

STAFF RECOMMENDATION

Staff requests approval to solicit bids for the 111th Street Drainage Improvements Project.

ATTACHMENTS:

Area Map







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: 121st Street Crossing Over Coweta Creek
Date: November 4, 2024

BACKGROUND

Staff has received multiple complaints about the 121st Street crossing over Coweta Creek, both for and against lowering the weight limit on the crossing. An engineer from Lochner, the engineering firm designated to inspect our local bridges as required by ODOT, recently evaluated the crossing and feels the current 18-ton limit is too high and should be adjusted to a lower rating.

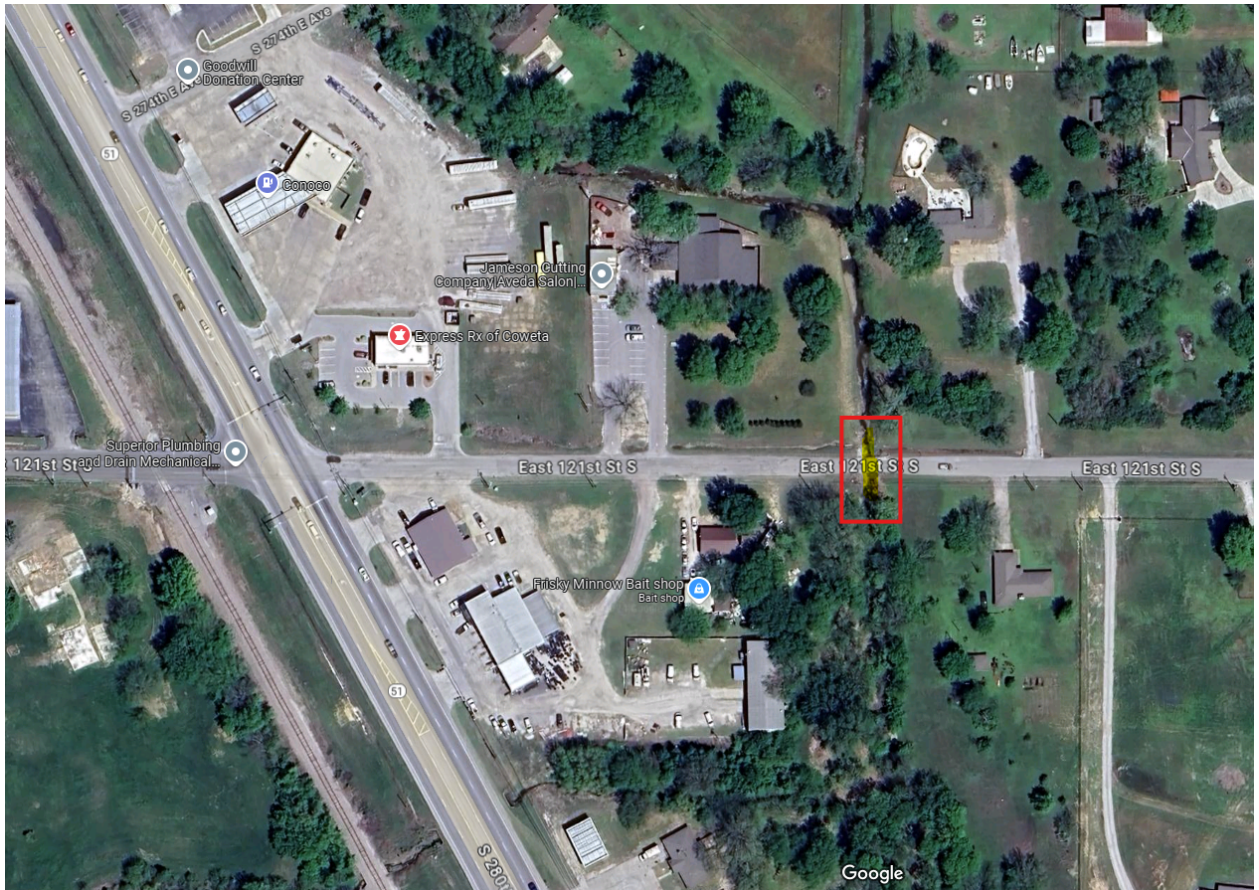
The crossing was included in the One For Coweta sales tax project list, which also called for the road to be improved from State Highway 51 to 281st Street. Due to the urgent need to replace the crossing, our City Engineer recommends replacing the crossing as soon as possible as a separate project.

STAFF RECOMMENDATION

Staff requests approval to direct the City Engineer to prepare function plans and cost estimate to replace the crossing at 121st street and Coweta Creek.

ATTACHMENTS:

Area Map





AGENDA REQUEST FORM



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

Date of Request: 10-31-24 Meeting Date: 11-4-24

Name of Requestor: Jason Smith

Name of Business, if applicable UC Flooring Inc., Jameson LLC, Gnomans Creek LLC,

Agenda Item Request For: (Please check one)

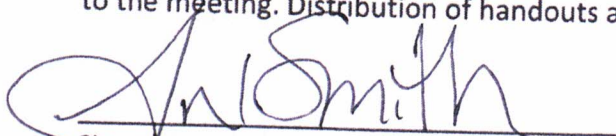
- ☒ Action Item Request ☐ Discussion ☐ Report
☐ Other (specify) _____

Items must be clear and specific to allow for proper notice to the public. Items pertaining to the employment of any city employee, except for the City Manager, will not be considered. The language of the submitted topic will be reviewed and revised to guarantee agreement with the Oklahoma Open Meeting Act. Items must regard issues affecting the City of Coweta and refrain from political, commercial or similar subjects. Only one item per agenda is allowed.

I am requesting that installation of a NO TRUCK signs, at 121st st s and Hwy 51, to help detour traffic produced from the quarry located in the county from further destroying 121st st and the low weight limited bridge. I am requested a sign be posted at the city limits on 121st both before the bridge heading west and at the junction of hwy 51 and 121st s.

See attached supporting photos and documents.

Any documentation related to the agenda request must be submitted with the Agenda Request form. Please provide the City Clerk with one original of any documents pertaining to the agenda item requested. Agenda Request forms and associated documents may be emailed to cityclerk@cityofcoweta-ok.gov, mailed to the address at the top of the form, or hand-delivered to the City Clerk at 310 S. Broadway in Coweta, OK. Agenda Request forms and all documentation must be received by the City Clerk by noon on the Wednesday prior to the meeting. Distribution of handouts at the meeting is not allowed.


Signature

27541 E 121st st s / 27605 E121st s
Physical Address

Coweta, ok 74429
City, State, Zip Code

10-31-24
Date

Jsmith@UCFloorpro.com
Email address

918-804-8688
Telephone Number

Marcy Kilgore

From: Jason Smith <jsmith@ucfloorpro.com>
Sent: Thursday, October 31, 2024 2:27 PM
To: City Clerk; Julie Casteen; Joe Cash
Subject: Request for action Item at next Councilmens meeting
Attachments: Council request for signs.pdf

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Please see attached request and accompanying documents. I would like to request that the city put in place 2 " NO THRU TRUCK TRAFFIC" signs up on 121st s south within the city limits. The road and bridge are not designed and are not maintained in any manner that would allow the enormous traffic coming from the quarry located outside of the city limits. 121st Street is being used as a short cut too and from the quarry. Citizens up and down have tried to stop this from happening both in the county and city but are left with no way for the county or city police to enforce any restrictions. Placing the signs in conjunction with local patrol would benefit both the Woods housing addition, that just opened the entrance on 121st, and the business and homes that are being greatly affected.

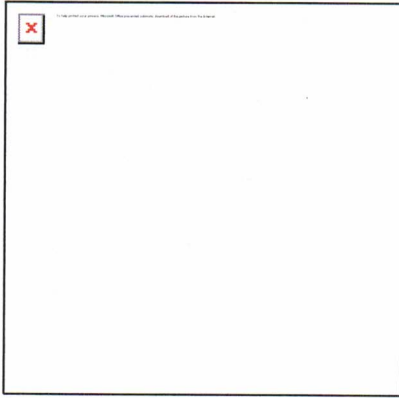
Relief requested with action:

Purchase and install two signs as appropriate at the hwy 51 and 121st st intersection until such time as the proper requirements for road and bridge upgrades are approved and give the City Police a mechanism to enforce the laws as they are.



This email is part of the request and should be attached as such.

Thanks and have a great weekend!



Jason Smith

President

918.804.8688 Cell

918-279-0275 Office

jsmith@ucfloorpro.com



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: McKay Hale, Assistant City Manager
Re: M.e.t Recycling Center
Date: November 4, 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 September 6th 2024 meeting, the Coweta City Council voted to continue to participate it's support in the M.e.t.

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.

STAFF RECOMMENDATION

Staff request a vote to reconsider relocating the current site to a more suitable location so as not to pose as a nuisance to nearby residents and to adjust the materials accepted accommodate residents with those items that are not processed by curbside recycling.



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: McKay Hale, Assistant City Manager
Re: Supplemental Appropriations for the Capital Improvement Fund
Date: November 4, 2024

BACKGROUND

The City received an insurance claim payment of \$30,880.73 for a police vehicle that was recently involved in an accident. The total cost to replace the vehicle and equipment is \$71,980. A supplemental appropriation is needed for \$46,955 for the vehicle and \$25,025 for the equipment, with \$41,100 coming from designated fund balance.

The Fire Department received a staff vehicle last June in FY2024. The FY2024 budget included funds for outfitting the vehicle, but because the vehicle was received at the end of the fiscal year, the outfitting expenses were not encumbered. The amount needed to outfit the vehicle is approximately \$9,113.00.

In addition, a UTV and trailer for the Fire Department was budgeted in FY2024 but was not purchased by year end. The total needed is approximately \$40,158.00.

STAFF RECOMMENDATION

Staff recommends approval of supplemental appropriations per Resolution 2024-44.

ATTACHMENTS:

Resolution 2024-44

**CITY OF COWETA, OKLAHOMA
RESOLUTION 2024-44**

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		FUND		REVENUE	
FUND	NUMBER	DESCRIPTION	AMOUNT	EXPENDITURE	SOURCE	BALANCE AMOUNT	AMOUNT	ACCOUNT
Capital Impr.	12-5403.007	Vehicles	\$ 46,955	Police Vehicle	Insurance/Fund Balance	\$ 16,075	\$ 30,880	12-04.03.39
Fund	12-5404.007	Machinery & Equipment	25,025	Vehicle Equipment	Fund Balance	25,025		
	12-5403.009	Vehicles	9,113	Vehicle Equipment	Fund Balance	9,113		
	12-5404.009	Machinery & Equipment	40,158	Fire UTV/Trailer	Fund Balance	40,158		
	12-5411.015	Infrastructure	182,317	Pecan Sidewalk Project	Grant/Fund Balance	36,464	145,853	12.04.03.60
Total General Fund			\$ 303,568			\$ 126,835	\$ 176,733	

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA, ON THIS THIS 4TH DAY OF NOVEMBER 2024.

Naomi Hogue, Mayor

Approved as to form:

Patrick Boulden, City Attorney

ATTEST:

Marcy Kilgore, City Clerk



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

Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Purchase of Police Vehicle
Date: 10/28/2024

BACKGROUND

The Coweta Police Department requests to purchase a 2025 Dodge Durango to replace vehicle 19-1838 that was destroyed in a collision.

BENEFITS

Allows us to continue to maintain operations.

COSTS

The cost of the Dodge Durango under State of Oklahoma Contract SW035 is \$46,955.00, which will be paid from line item 12-5403-007.

STAFF RECOMMENDATION

Staff recommends approval to purchase this unit as described above, and to authorize the City Manager to sign all documents pertaining to this purchase.

ATTACHMENTS

Quote 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	10/16/2024
QUOTE NUMBER	000Q15474
EXPIRATION DATE	10/22/2024
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT
PO Number	25-0636

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

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

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

Jason@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW035	OKLAHOMA STATE CONTRACT		
1	WDEE75	2025 Dodge Durango PPV	\$45,645.00	\$45,645.00
1	AWD	All Wheel Drive	\$0.00	\$0.00
1	EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00	\$0.00
1	DFT	Transmission: 8-Speed Automatic	\$0.00	\$0.00
1	DPM	3.09 Rear Axle Ratio	\$0.00	\$0.00
1	ADL	Skid Plate Group	\$370.00	\$370.00
	XCS	Extra Key (Only At Time Of Factory Order)	\$455.00	\$455.00
1	LNF	Black Left LED Spot Lamp	\$0.00	\$0.00
	LSA	Security Alarm	\$190.00	\$190.00
1	CW6	Deactivate Rear Doors/Windows	\$145.00	\$145.00
1	WBN	Wheels: 18" x 8.0" Black Steel	\$0.00	\$0.00
1	TXQ	Tires: 255/60R18 Pursuit Rated On/Off Road	\$0.00	\$0.00
1	A7X9	Black, Cloth Bucket Seats w/Rear Vinyl	\$150.00	\$150.00
1	PX7	Exterior: White	\$0.00	\$0.00
SubTotal \$46,955 PER UNIT				\$46,955.00

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	\$46,955.00
TAG/TAXES	\$0.00
TOTAL DUE	\$46,955.00

Dealer: _____ 1 of 1



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

Memorandum

To: Honorable Mayor and City Council
From: Chief of Police, Michael Bell
Re: Purchase of Equipment for Dodge Durango
Date: 10/28/2024

BACKGROUND

The Coweta Police Department is requesting the purchase of police equipment to outfit a new Dodge Durango Police SUV.

BENEFITS

Ensures the vehicle has the required equipment to provide police services (see attachments for equipment list).

STAFF RECOMMENDATION

Staff recommends approval of the purchase of the required equipment for one Dodge Durango at a cost not to exceed \$25,024.11 to be funded from budget line item 12-5404.007 and authorization for the City Manager to sign all documents related to the purchase.

ATTACHMENTS

1. Quote from Visual Force Inc.
2. Quote from Motorola Solutions
3. Quote from MEEKS Group
4. Quote from Muskogee Communication
5. Quote from Utility Associates

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 cnsl 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

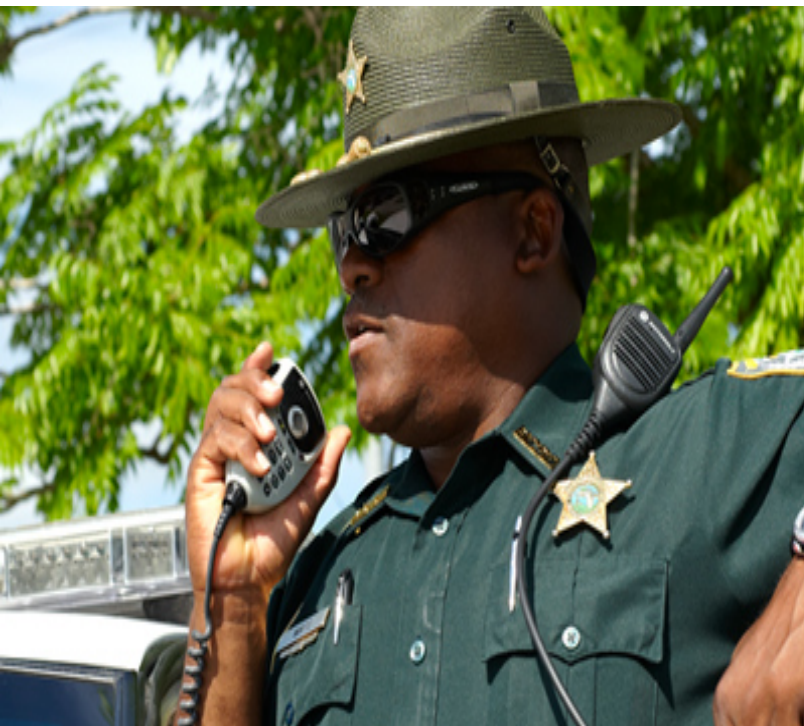
Date	Quote #
8/1/2024	4646

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		



COWETA, CITY OF

10/23/2024

10/23/2024

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:10/23/2024
Expiration Date:12/22/2024
Quote Created By:
Carl Wilson
carl@muskogeecomm.org

End Customer:
COWETA, CITY OF
Ron Peterson
rpeterson@cityofcoweta-ok.gov

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	GA00804AA	ADD: APX O2 CH (GREY)	1	\$541.00	\$394.93	\$394.93
1g	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM)	1	\$79.00	\$57.67	\$57.67
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1i	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1j	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$57.67	\$57.67
1k	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$47.00	\$34.31	\$34.31

Grand Total **\$4,267.11(USD)**



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

Notes:

- 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)

The Meeks Group
6913 E 13th St Tulsa, OK 74112
info@meeksgroup.com
(918) 836-0900

www.meeksgroup.com



MEEKSGROUP

Quote 24311

2025 Dodge Durango Stripe Kit

SALES REP INFO
House Account
house@meeksgroup.com

QUOTE DATE
Mon, 10/28/2024

QUOTE EXPIRY DATE
Wed, 11/27/2024

TERMS
Net 30

REQUESTED BY
City of Coweta
P O Box 850
Coweta, Oklahoma 74429-0850

SHIPPING ADDRESS
6913 East 13th Street
Tulsa, OK 74112

CONTACT INFO
Accounts Payable
AP@cityofcoweta-ok.gov

#	ITEM	QTY	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE
1	Blue Strips Width: 177 Inches Height: 53 Inches Sides: 1 Versions: 1 Premask Laminating UV 4-Color Process Inks 3M IJ180 Vinyl Weeding - Simple Proof - Softproof	1	Each	\$802.0715	\$802.07	N
2	Reflective Vinyl Width: 79 Inches Height: 43 Inches Sides: 1 Versions: 1 Premask Laminating 3M IJ180 Vinyl UV 4-Color Process Inks Weeding - Medium Proof - Softproof	1	Each	\$422.7518	\$422.75	N
3	Installation	1	Each	\$160.00	\$160.00	N
4	Vehicle Cleaning Fee	1	Hr	\$80.00	\$80.00	N

<https://www.meeksgroup.com/copy-of-privacy-notice>

Subtotal:	\$1,464.82
Sales Tax (9.8%):	\$0.00
Total:	\$1,464.82

SIGNATURE:

DATE:

Muskogee Communications, Inc.

Estimate

P.O. Box 1613
Muskogee, OK 74402

DATE	ESTIMATE NO.
10/23/2024	3908

NAME / ADDRESS
Coweta Police Department Attn: Accounts Payable P.O. Box 850 Coweta OK 74429

DESCRIPTION	QTY	COST	TOTAL
IGNITION KIT	1	18.00	18.00
POWER CABLE	1	35.00	35.00
COAX WITH CONNECTER	1	35.00	35.00
LARSON ANTENNA NMOWBQB WITH SPRING	1	60.00	60.00
JOTTO BRACKETS FOR XPR5550E	1	60.00	60.00
AAM28JQN9RA1AN MOTOROLA XPR5550E VHF 45 WATT MOBILE RADIO	1	1,041.00	1,041.00
RSN4002A 13 WATT EXTERNAL SPEAKER	1	71.00	71.00
VALID FOR 30 DAYS		TOTAL	\$1,320.00



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Coweta OK Police
Date	10/28/2024
Sales Quote#	134835
Expires	12/27/2024
Sales Rep	Brian Churchill
PO#	
Terms	Net 30

Bill To

Deputy Chief Ron Peterson
Coweta Police Department
212 North Broadway
Coweta OK 74429
United States

Ship To

Deputy Chief Ron Peterson
Coweta Police Department
212 North Broadway
Coweta OK 74429
United States

Item	Description	Quantity	Price Each	Amount
COM-H	ROCKET Communications HaaS	1	\$1,650.00	\$1,650.00
COM-S-5	ROCKET Communications Saas - 5 Years Coverage period is 12-1-2024 through 3-31-2029 (52 Mo)	1	\$1,803.00	\$1,803.00
Shipping (ARM)	Shipping	1	\$25.00	\$25.00
Signature Line	Signature:_____			
	Name:_____			
	Date:_____			
	PO:_____			

Subtotal	\$3,478.00
Discount	(\$521.70)
Subtotal	\$2,956.30
Sales Tax (%)	\$0.00
Total	\$2,956.30

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to insidesales@utility.com



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

Memorandum

To: Honorable Mayor and City Council
From: Brian Woodward, Fire Chief
Re: Can-Am UTV, Trailer and Skid Unit
Date: October 22nd, 2024

BACKGROUND

The Coweta Fire Department is currently using two brush trucks to fight wildland fires. Fire Administration is requesting the purchase of a 2024 6-seat 4WD Can-Am UTV. This UTV would serve as a multifunction apparatus to fight fires, assist with EMS care and Emergency Management. During wet months, this apparatus will limit property damage during suppression due to its light weight compared to brush trucks. If approved, a dual Fire/EMS skid unit will allow for firefighting and EMS care/transport. Fire Administration is asking for approval to purchase this UTV, trailer and skid unit. This purchase has been budgeted in account 12-5404-009 for FY24 but was not encumbered. A separate item will be considered to approve the reappropriation of the funds not spent in the prior fiscal year. Three quotes have been received for each item and the lowest price or best product has been selected. Included in this purchase is the UTV, skid unit, trailer, lighting package, radio, and graphics.

STAFF RECOMMENDATION

Staff recommends a motion to approve the purchase of an UTV and related equipment for a total not to exceed \$40,157.51.

ATTACHMENTS

1. UTV Quote
2. QTAC Skid Unit Quote
3. Trailer World Quote
4. Smith Radio Quote
5. 10-8 Outfitters Quote

NEW 2024 Can-Am Defender MAX DPS HD10



Jones offroad
12555 E. Britton Road
Jones, Oklahoma 73049
(405) 399-9005
jonesoffroad.com

CUSTOMER

DATE 10/28/2024

PRICE \$21,388.00

SALESPERSON Tanner Smith

SIGNATURE _____

Comments

WORK SMARTER EVERYTHING IS EASIER WITH A DEFENDER BY YOUR SIDE
TAKE THE REIGNS. Comfortable Dynamic Power Steering turns the Defender MAX DPS into a workhorse that makes your job even easier. Take those lightweight wheels and tires, adaptable storage, Visco-Lok QE 4WD—and get it

GENERAL INFORMATION

Manufacturer	Can-Am
Model Year	2024
Model Name	Defender MAX DPS HD10
Model Code	8LRB
Stock Number	N/A
Color	Fiery Red
Condition	NEW
Engine Size	976 cc
Price	Price with Windshield, Roof, and Winch is \$21,388.00

SPECIFICATIONS

BRAKES/WHEELS/TIRES

Brakes	Front / Rear - Dual 220 mm disc brakes with hydraulic twin-piston calipers
Wheels	14 in. cast-aluminum
Tires	Front / Rear - XPS Trail King 27 x 9 / 11 x 14 in.

DIMENSIONS

Length	153.4 in. (389.6 cm)
Height	77.5 in. (196.9 cm)
Width	64 in. (162.5 cm)
Weight	Estimated Dry - 1,793 lb. (813 kg)
Ground Clearance	13 in. (33 cm)
Wheelbase	115.5 in. (294 cm)

DRIVETRAIN

Transmission	PRO-TORQ CVT with Quick Response System (QRS), high airflow ventilation and Electronic Drive Belt Protection Extra-L / H / N / R / P
Drive System	Selectable Turf Mode / 2WD / 4WD with Visco-Lok† auto-locking front differential
Drive	Electronic Hill Descent Control ECO™ / ECO™ Off / Work modes

ELECTRICAL

Battery	12 V (8 amp / hr)
Alternator	Magneto - 650 W

MTECH Inc.
1072 MARAUDER STREET
SUITE 210
CHICO, CA 95973
Phone: 530-894-5091
Fax: 530-894-5092

Quotation

Quote COWETA CITY

To:

Quote Number:	15438	Contact:	MATT WELDIN
Quote Date:	10/22/2024	Expires:	11/21/2024
Customer:	COWETACITY	Inquiry:	
Salesman:	Steve Kleppe	Terms:	To be determined
Ship Via:	FLAT RATE \$800	Phone:	+1 (918) 279-7238
FOB:	CHICO, CA	FAX:	

1. This is an estimate only. Modification to line items may affect final pricing.
2. Price does not include sales tax (if applicable), crating or freight charges.
3. Commercial address with a forklift or loading dock is required to qualify for QTAC UTV skid flat rate shipping.

<u>Item</u>	<u>Part Number</u> <u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	2300.007-01 QTAC 85EMS High Pressure Pump Build, Manual Hose Reel, Includes: - Welded, 85-gallon PolyTough™ internally baffled tank - Honda GX200, 5.5 HP manual start engine - Waterax Versax 6 2-stage pump (Max 105 GPM, 120 PSI) - Hannay manual hose reel - Black Commercial Grade Rubber Reel Hose, 3/4" X 75' - Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4" - 1-1/2" drain - 4" fill tower - 1" gated auxiliary discharge - Auxiliary draft suction (draft hose kit sold separately) - Water level sight tube - Grab rails and welded copolymer patient litter platform - Red with white graphics		1	\$7,795.0000 /EA
2	FR800 QTAC (Central/Eastern) flat rate shipping fee to a commercial address within the Contiguous U.S. Additional services such as lift gate, appointment requests, school, secure location, military base, or farm delivery will require additional fees.		1	\$800.0000 /EA
Total:				\$8,595.00

Steve Kleppe
skleppe@qtacfire.com
1-888-797-5100 EXT 166

By STEVEN KLEPPE
MTECH Inc.



TRAILER WORLD OF TULSA
15053 E. ADMIRAL PL.
TULSA, OK 74116
(918)949-9988
trailerworldoftulsa@gmail.com

Quote: XX

Order: _____

Quantity: 1

Sales Rep: Ryan Mallory

DEALER: Trailer World of Tulsa Dealer#: _____ Date: 10/23/24 WH:

MODEL: ASCH18x83 PO#: _____ Base\$: _____ \$ 4,950.00

Abrev.	DESCRIPTION	RETAIL PRICE	YOUR PRICE
	83" x 18'	\$	\$
	(2) 3,500# DEXTER EZ LUBE AXLES W/ REAR ELECTRIC BRAKE	\$	\$
	7,000# GVWR	\$	\$
	REAR SLIDE OUT RAMPS	\$	\$
	3' DOVETAIL	\$	\$
	ADJ. 2" RAM COUPLER (SLIDING COLLAR)	\$	\$
	FLUSH MOUNTED LED'S	\$	\$
	SPARE TIRE MOUNT/SPARE TIRE	\$	\$
	RECESSED, SWIVEL D-RINGS IN FLOOR	\$	\$
	2K FLIP UP JACK	\$	\$
		\$	\$
		\$	\$
	2024 YEAR MODEL	\$	\$
	TOP HAT TRAILERS MFG.	\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	CREDIT CARD TRANSACTIONS ARE SUBJECT TO 2% ADDITIONAL FEE	\$	\$

Pricing: \$ _____ \$ 4,950.00

MANDATORY DEPOSIT REQUIRED BEFORE TRAILER IS ORDERED: \$ _____ \$ _____

ACCEPTED BY: _____ APPROXIMATE BUILD TIME: 1 IN STOCK

THIS PRICE QUOTE IS GOOD I 30 DAYS COLOR: BLK

10/23/24 9:11 AM

FAMILY OWNED & OPERATED

SMITH TWO WAY RADIO, INC.

520 N. COLLEGE
FAYETTEVILLE, AR 72701

Estimate

Date	Estimate #
10/28/2024	6345

Name / Address
COWETA FIRE DEPARTMENT 214 N BROADWAY COWETA, OK 74429

			Project
Description	Qty	Cost	Total
KENWOOD VIKING VM5000 7/800 MHZ P 25 MOBILE RADIO	1	2,550.00	2,550.00T
KCH-19 DASH	1	218.70	218.70T
CABLE(DC CABLE)10FEET M-P	1	47.70	47.70T
MOUNTING BRKT	1	17.20	17.20T
CABLE (IGNITION SENSE)	1	16.70	16.70T
External speaker, 40W max input	1	73.00	73.00T
Note: Requires KCT-72M to connect to Remote Control Head			
OPT. BOARD (PA/HA)	1	76.00	76.00T
P25 CONV	1	0.00	0.00T
P25 PHASE 1 TRNK	1	0.00	0.00T
P25 PHASE 2 TDMA	1	475.00	475.00T
1024CH	1	0.00	0.00T
ARC4 ADP COMPATIBLE	1	0.00	0.00T
	1		0.00
State contract Discount	1	-716.70	-716.70T
N MALE CRIMP	1	9.10	9.10T
NMO Mount, all brass w/silver plated	1	25.78	25.78T
Low Profile 7/800 MHZ Antenna	1	58.03	58.03T
L-Bracket		50.00	50.00T
		0.00%	0.00
		Total	\$2,900.51

Customer Signature _____

10-8 Outfitters

1341 W Shawnee St
Muskogee, OK 74401 US
+19189229727
sales@108outfitters.com
www.108outfitters.com



Quote

ADDRESS

Brian Woodward
Coweta Fire Department
214 N Broadway
Coweta, OK 74429

QUOTE

DATE

1932

10/28/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
VEHICLE	Can-Am	1	0.00	0.00
Flood Light	Ecco EW3120 Off Road Lightbar -Front Mount -Rear Mount	2	160.00	320.00T
Antenna Kit	Coax and Antenna	1	110.00	110.00T
Strip-Lite Plus Red/White	Strip-Lite Plus DUO Red/White -Mounted in Front -Mounted in Rear	2	127.00	254.00T
Strip-Lite Plus Blue/White	Strip-Lite Plus DUO Blue/White -Mounted in Front -Mounted in Rear	2	127.00	254.00T
Build Fee	Wire, Wire Loom, Fuse Block, Disconnect, Heat Shrink, Fuses, Relays, Harness Tape, Connectors, Zip Ties	1	360.00	360.00T
Labor	Installation	9	100.00	900.00
Graphics	Non reflective long term material -Hood Logo -Side identifiers -Department name on rear	1	22.50	22.50T
Labor	File prep, Print, Cut, Table work, Clean, Prep, And Install	1	103.50	103.50

SUBTOTAL

2,324.00

Late Fee Terms: Invoice payment is due within net terms. Please be advised that we will charge 1% interest per day on late invoices starting on 1st day after net term.

TAX	0.00
-----	------

TOTAL	\$2,324.00
-------	-------------------

Accepted By

Accepted Date

Late Fee Terms: Invoice payment is due within net terms. Please be advised that we will charge 1% interest per day on late invoices starting on 1st day after net term.



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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Final Plat - Lancaster Park Phase I
Date: 11-04-2024

BACKGROUND

Applicant

The applicants, Glenwood Homes, L.P. (Developer) and Wallace Design Collective request approval of the Final Plat for Lancaster Park Phase I, a subdivision of approximately 21.55 acres, more or less, with 68 lots.

Case Facts

- The property is located in Section 26, Township 18 North, Range 15 East, of the Indian Base and Meridian, Wagoner County, State of Oklahoma.
- The property is zoned via a Planned Unit Development (PUD-R 19-01). Phase 1 is zoned high-intensity Residential Single-Family (RS-3).
- The property legal description: A tract of land located in the SE/4 of Section 26, Township 18 North, Range 15 East of the Indian Base and Meridian, City of Coweta, Wagoner County, State of Oklahoma, more particularly described as follows: Beginning at the Southeast Corner of Section 26; thence S88°49'39"W along the South Section Line for a distance of 711.99 feet, thence N01°28'10"W a distance of 385.40 feet to the beginning of a curve, said curve turning to the right through an angle of 05°59'18" having a radius of 75.00' feet for a length of 7.84 feet, and whose long chord bears N01°31'29"E for a distance of 7.84 feet, thence N04°31'08"E for a distance of 104.56 feet to the beginning of a curve, said curve turning to the left through an angle of 05°59'18" having a radius of 125.00 feet for a length of 13.06 feet, and whose long chord bears N01°31'29"E for a distance of 13.06 feet, thence N01°28'10"W for a distance of 125.04 feet, thence N89°00'17"E a distance of 110.00 feet, thence N01°28'10"W a distance of 670.00 feet, thence N89°00'17"E a distance of 0.41 feet, thence N00°59'43"W a distance of 50.00 feet, thence N01°28'10"W for a distance of 110.00 feet, thence N89°00'17"E a distance of 430.00 feet, thence S01°28'10"E a distance of 2.28 feet, thence N89°00'17"E a distance of 160.00 feet, thence S01°28'10"E a distance of 1,460.92 feet to the Point of Beginning; said tract containing 938,669.89 square feet (21.55 acres), more or less.
- A public hearing was held on October 21, 2024, by the Coweta Planning Commission to hear comments on the Final Plat. At the meeting, the Planning Commission recommended approval to Coweta City Council.

Pertinent Code

TITLE 13 – Subdivisions

CHAPTER 13-4-4 Final Plat:

- D. City Council action. The City Council shall act upon the Final Plat for approval and for acceptance of public ways and service and utility easements and land dedicated to public use. Approval of the Final Plat shall in no way be construed as acceptance of the public works improvements. The disapproval of any plat or plan by the City Council shall be deemed a refusal of the proposed dedication shown thereon.

13-4-4 Final Plat:

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

STAFF RECOMMENDATION

Staff recommends approval of the Final Plat - Lancaster Park Phase I.

ATTACHMENTS

1. Final Plat - Lancaster Park Phase I
2. Floodplain Map
3. Zoning Map

FINAL PLAT

LANCASTER PARK - PHASE 1

PUD #R19-01

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION TWENTY-SIX (26),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

ZONING REQUIREMENTS

TYPICAL BUILDING SETBACKS

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

NOTES

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ALL SIDE LOT BUILDING SETBACKS SHALL BE 5 FEET UNLESS OTHERWISE NOTED.

FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40145C0120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (A) WHICH IS CLASSIFIED AS AREAS DETERMINED AS SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATION DETERMINED.

BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 26, T-18-N, R-15-E, AS BEING N88°49'39"E.

SITE DATA

EXISTING ZONING: RS-3
PUD: R19-01
TOTAL ACREAGE: 21.55 ACRES (938,669.89 SQUARE FEET)
NUMBER OF BLOCKS: 5
NUMBER OF LOTS: 68
RESERVE AREAS: 1

UTILITY SERVICE PROVIDERS

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

MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LINE LEGEND

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

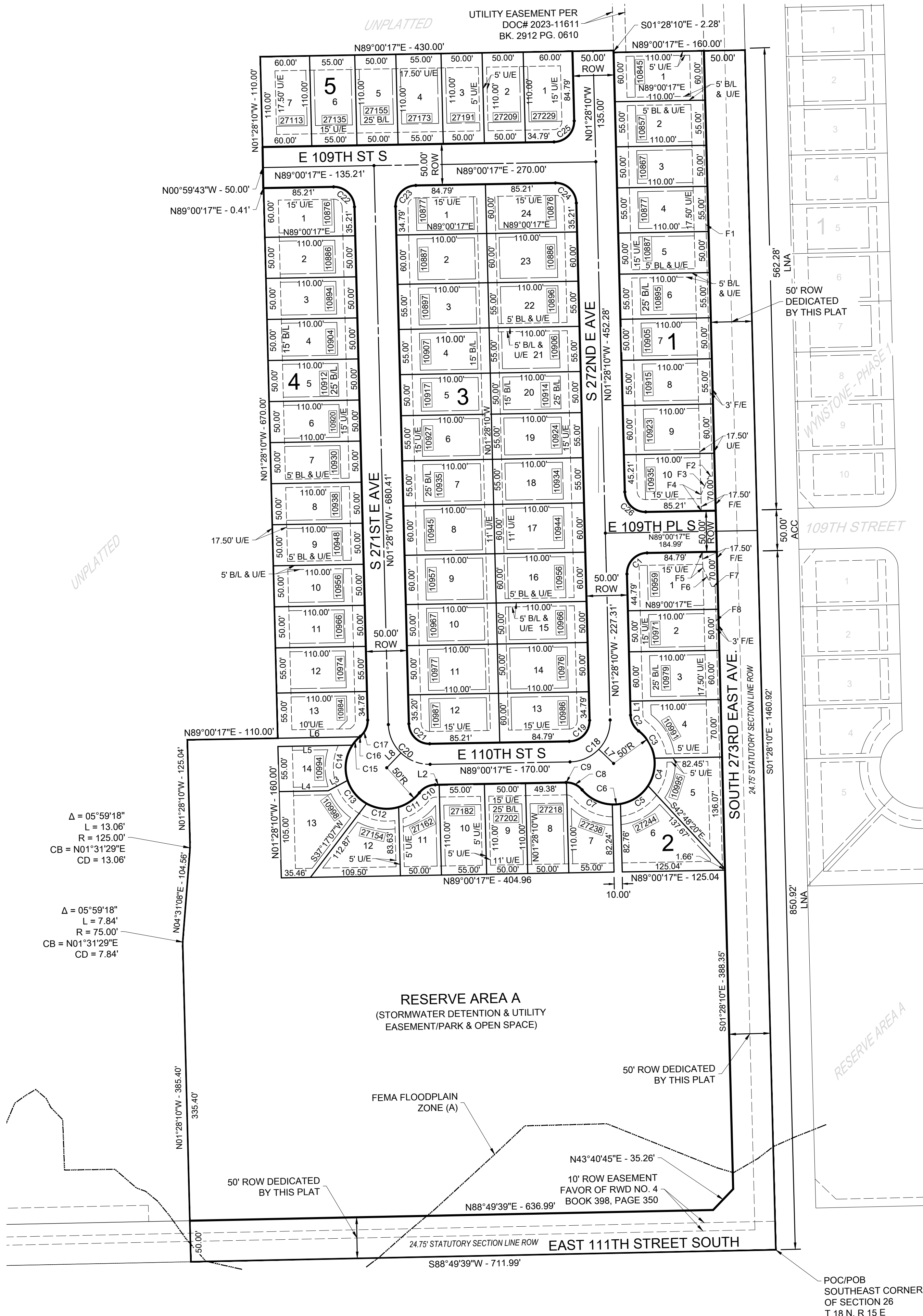
ABBREVIATIONS

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

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26; THENCE S88°49'39"W ALONG THE SOUTH SECTION LINE FOR A DISTANCE OF 711.99 FEET, THENCE N01°28'10"W A DISTANCE OF 385.40 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 75.00' FEET FOR A LENGTH OF 7.84 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 7.84 FEET, THENCE N04°31'08"E FOR A DISTANCE OF 104.56 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 125.04 FEET FOR A LENGTH OF 13.06 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 13.06 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 125.04 FEET, THENCE N89°00'17"E A DISTANCE OF 110.00 FEET, THENCE N01°28'10"W A DISTANCE OF 670.00 FEET, THENCE N89°00'17"E A DISTANCE OF 0.41 FEET, THENCE N00°59'43"W A DISTANCE OF 50.00 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 110.00 FEET, THENCE N89°00'17"E A DISTANCE OF 430.00 FEET, THENCE S01°28'10"E A DISTANCE OF 2.28 FEET, THENCE N89°00'17"E A DISTANCE OF 160.00 FEET, THENCE S01°28'10"E A DISTANCE OF 1,460.92 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 938,669.89 SQUARE FEET (21.55 ACRES), MORE OR LESS.



LINE AND CURVE TABLE

Line #/Curve #	Length	Direction	Radius	Chord Length	Δ
C1	39.48	N43°46'04"E	25'	35.50	90°28'27"
C2	22.26	N26°58'34"W	25'	21.53	51°00'49"
C3	39.38	N29°55'05"W	50'	38.37	45°07'48"
C4	35.16	N12°47'31"E	50'	34.44	40°17'24"
C5	41.35	N56°37'40"E	50'	40.18	47°22'54"
C6	10.03	N86°03'46"E	50'	10.01	11°29'19"
C7	42.07	S64°05'14"E	50'	40.84	48°12'40"
C8	21.64	S64°46'28"E	25'	20.97	49°35'09"
C9	0.62	N89°43'07"E	25'	0.62	1°25'40"
C10	22.45	S63°16'59"W	25'	21.70	51°26'37"
C11	31.11	N55°23'13"E	50'	30.61	35°39'06"
C12	40.28	S83°42'33"E	50'	39.20	46°09'23"
C13	37.33	S39°14'29"E	50'	36.47	42°46'44"
C14	44.73	S7°46'44"W	50'	43.26	51°15'42"
C15	13.53	S41°09'44"W	50'	13.49	15°30'17"
C16	0.92	S49°26'40"W	50'	0.92	1°03'35"
C17	22.45	N24°15'09"E	25'	21.70	51°26'37"
C18	78.95	N43°46'04"E	50'	71.00	90°28'27"
C19	39.48	N43°46'04"E	25'	35.50	90°28'27"
C20	78.13	S46°13'56"E	50'	70.42	89°31'33"
C21	39.06	S46°13'56"E	25'	35.21	89°31'33"
C22	39.06	N46°13'56"W	25'	35.21	89°31'33"
C23	39.48	S43°46'04"W	25'	35.50	90°28'27"
C24	39.06	N46°13'56"W	25'	35.21	89°31'33"
C25	39.48	S43°46'04"W	25'	35.50	90°28'27"
C26	39.06	N46°13'56"W	25'	35.21	89°31'33"
L1	17.06	N01°28'10"W			
L2	4.74	N89°00'17"E			
L3	26.84	S61°51'12"W			
L4	59.79	S89°00'17"W			
L5	90.73	S89°00'17"W			
L6	99.86	S89°00'17"W			
L7	25.00	N46°13'56"W			
L8	25.00	N43°46'04"E			

Fence Line Easement

LINE NO.	BEARING	DISTANCE
F1	S01°28'10"E	517.84'
F2	S89°00'17"W	4.15'
F3	S23°26'56"W	24.58'
F4	S01°28'10"E	19.79'
F5	S01°28'10"E	19.13'
F6	S25°26'21"E	25.31'
F7	N89°00'17"E	4.22'
F8	S01°28'10"E	345.56'

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'LANCASTER PARK - PHASE 1' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

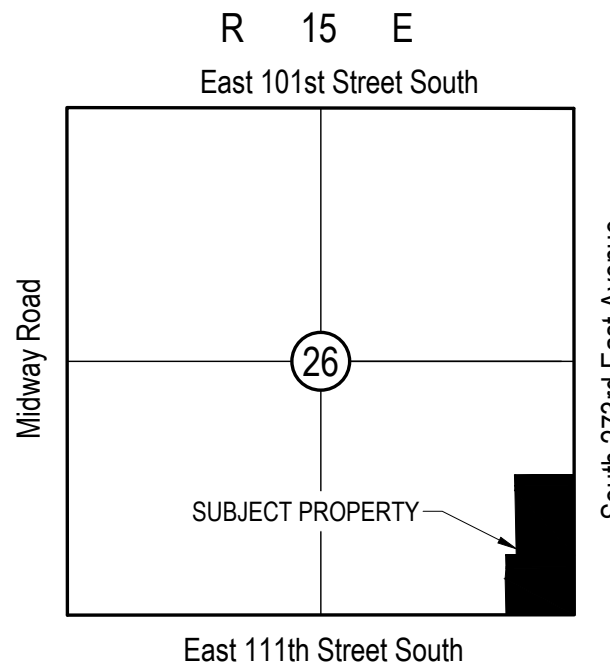
HAMID VALAD KHANI, MANAGING MEMBER
GLENWOOD HOMES, L.P.
AN OKLAHOMA LIMITED PARTNERSHIP

A. NICOLE WATTS
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER #21511
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025

R. WESLEY BENNETT
OKLAHOMA REGISTERED LAND SURVEYOR #1562
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025

Location Map

Scale: 1"= 2000'

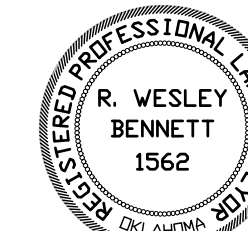
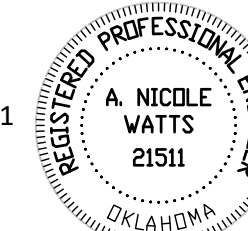


OWNER:

Glenwood Homes, L.P.
5705 E. 71st St. South, Suite 220
Tulsa, Oklahoma 74146
Phone: (918) 949-9268
valad@homecreations.com

ENGINEER/SURVEYOR:

Wallace Design Collective, P.C.
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2025
nicole.watts@wallace.design
R. WESLEY BENNETT, RPLS 1562
wes.bennett@wallace.design



FINAL PLAT

LANCASTER PARK - PHASE 1

PUD #R19-01

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION TWENTY-SIX (26),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF COWETA, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26; THENCE S88°49'39"W ALONG THE SOUTH SECTION LINE FOR A DISTANCE OF 711.99 FEET, THENCE N01°28'10"W A DISTANCE OF 385.40 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 75.00' FEET FOR A LENGTH OF 7.84 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 7.84 FEET, THENCE N04°31'08"E FOR A DISTANCE OF 104.56 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 125.00 FEET FOR A LENGTH OF 13.06 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 13.06 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 125.04 FEET, THENCE N89°00'17"E A DISTANCE OF 110.00 FEET, THENCE N01°28'10"W A DISTANCE OF 670.00 FEET, THENCE N89°00'17"E A DISTANCE OF 0.41 FEET, THENCE N00°59'43"W A DISTANCE OF 50.00 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 110.00 FEET, THENCE N89°00'17"E A DISTANCE OF 430.00 FEET, THENCE S01°28'10"E A DISTANCE OF 2.28 FEET, THENCE N89°00'17"E A DISTANCE OF 160.00 FEET, THENCE S01°28'10"E A DISTANCE OF 1,460.92 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 938.669.89 SQUARE FEET (21.55 ACRES), MORE OR LESS.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

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

1.2 UNDERGROUND SERVICES

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

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

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

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

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

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

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

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

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

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

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

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

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS "RW4D EASEMENT" OR "RW4D R/W EASE" ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT NO. 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

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

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

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

1.4 SURFACE DRAINAGE

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

1.5 GAS SERVICE

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

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

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

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

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

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

1.7 SIDEWALKS

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

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

1.8 FENCE AND LANDSCAPE EASEMENT

1.8.1 THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS 'FENCE & LANDSCAPE EASEMENT' OR 'FLE'.

SECTION II. RESERVE AREA

2.1 RESERVE AREA 'A'

2.1.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION. RESERVE AREA 'A' SHALL ALSO BE USED FOR PLAYGROUND EQUIPMENT, WALKING TRAILS AND OTHER RECREATIONAL ACTIVITIES RESERVED FOR USE BY HOMEOWNERS AND THEIR INVITED GUESTS ONLY.

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

2.1.3 ALL PARKING AREAS AND RECREATIONAL FACILITIES SHALL BE OWNED AND MAINTAINED BY THE LANCASTER PARK HOMEOWNERS' ASSOCIATION.

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

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

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

C. THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

2.1.5 LANDSCAPING SHALL BE ALLOWED WITHIN THE RESERVE.

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

2.1.7 RESERVE AREA 'A' SHALL BE UTILIZED FOR STORMWATER DETENTION EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

SECTION III. PRIVATE RESTRICTIONS AND COVENANTS

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

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

3.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

3.1.1 PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING; AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS

AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH, NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

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

3.1.3 TRANSFER OF DUTIES. THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUMENT. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVES, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

3.2 LOT RESTRICTIONS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS.

3.2.1 USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

3.2.2 FLOOR AREA

A SINGLE STORY DWELLING SHALL HAVE A MINIMUM OF 1,100 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.

3.2.3 ORIENTATION OF DWELLINGS

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3.2.4 GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO (2) PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. RAISED PANEL GARAGE DOORS SHALL BE CONSTRUCTED AND GLASS IN GARAGE DOORS IS PROHIBITED.

3.2.5 FOUNDATIONS

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

3.2.6 EXTERIOR WALLS

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE A MINIMUM OF 50% BRICK, STONE OR STUCCO. NO STEEL, ALUMINUM, VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH.

3.2.7 WINDOWS

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

3.2.8 ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6/12.

3.2.9 ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY-YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED WEATHERED WOOD SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONS AND SOLAR EQUIPMENT IS PROHIBITED.

3.2.10 CHIMNEYS

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3.2.11 DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

3.2.12 FENCING

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVES AND GREEN BELTS SHALL BE 4 FOOT RANCH RAIL STYLE FENCE.

3.2.13 LANDSCAPING OF LOTS; IRRIGATION SYSTEMS

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

3.2.14 ON-SITE CONSTRUCTION

NO DWELLING OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

3.2.15 OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

3.2.16 SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

3.2.17 ANTENNAS

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED, HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AND IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

3.2.18 LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

3.2.19 RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICLES SHALL BE STORED OR PLACED OR PARKING ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

3.2.20 TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3 TON).

3.2.21 ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES

NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

3.2.22 BASKETBALL GOALS

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

3.2.23 ON-STREET PARKING PROHIBITED

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

3.2.24 CLOTHESLINES AND GARBAGE RECETACLES

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

3.2.25 MAILBOXES

MAILBOXES SHALL BE CONSTRUCTED OF BRICK AND A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNATED BY THE ARCHITECTURAL COMMITTEE.

FINAL PLAT

LANCASTER PARK - PHASE 1

PUD #R19-01

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION TWENTY-SIX (26),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

3.2.26 ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TOW CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00 P.M. AND 7:00 A.M.

3.2.27 NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

3.2.28 SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW OF ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

3.2.29 MATERIALS AND STORAGE

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

3.2.30 TEMPORARY TRASH RECEPTACLE

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

SECTION IV. HOMEOWNER'S ASSOCIATION

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

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

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

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

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

5.2 VALIDITY

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

5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2033, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2028, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

5.4 AMENDMENT OR TERMINATION

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

5.5 SEVERABILITY

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

CERTIFICATE OF OWNER

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

GLEN WOOD HOMES, L.P.
an OKLAHOMA LIMITED PARTNERSHIP

BY: _____
HAMID VALAD KHANI, GENERAL 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 HAMID VALAD KHANI TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

[SEAL]

CERTIFICATE OF SURVEY

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

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



BY: _____
R. WESLEY BENNETT, PLS
OK PLS 1562

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024
MY COMMISSION NUMBER: 00020202
[SEAL]



CITY OF COWETA APPROVALS

APPROVED: APPROVED:

COWETA PLANNING
COMMISSION CHAIRMAN

MAYOR

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

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

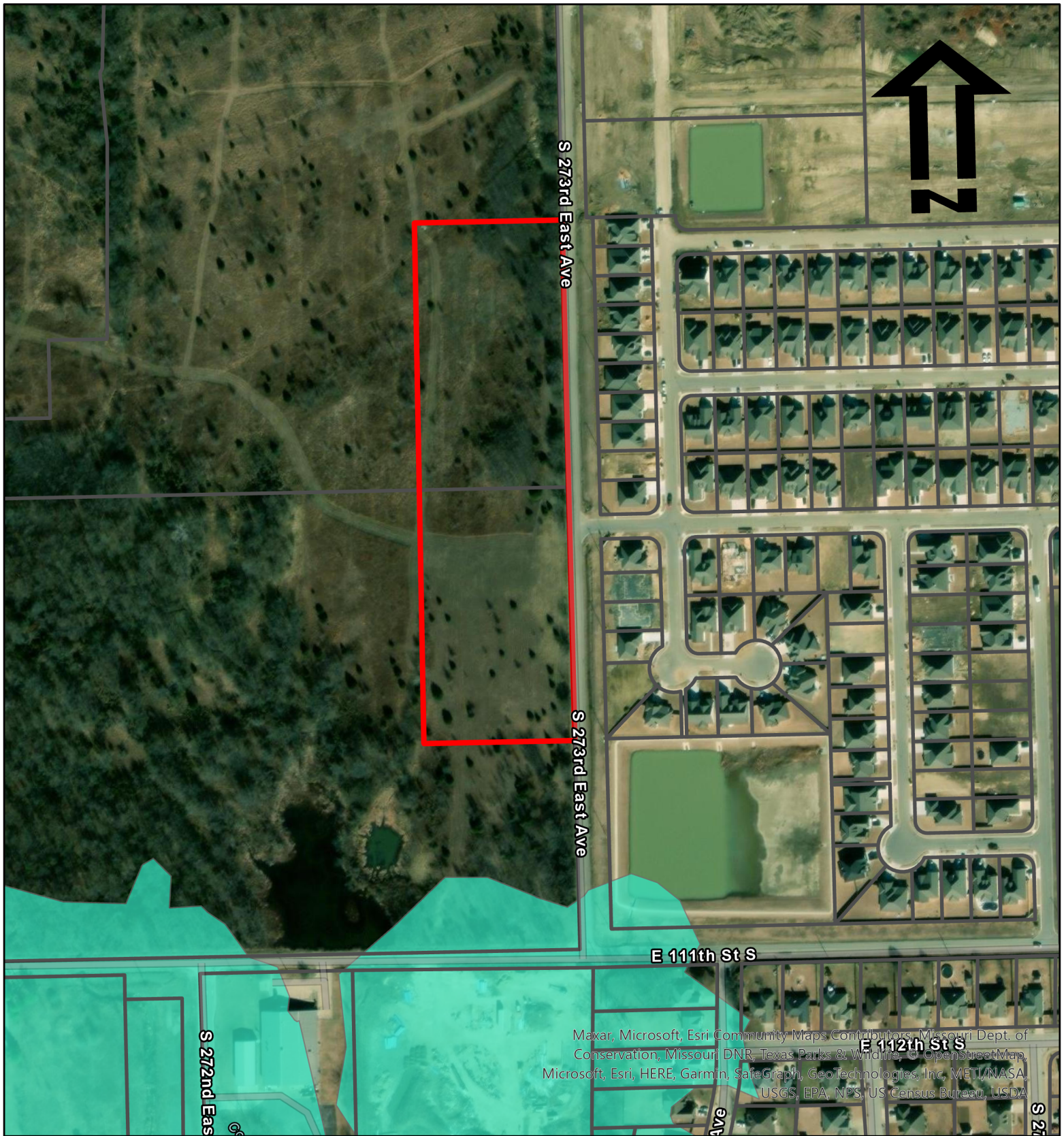
I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS SUBDIVISION CALLED LANCASTER PARK - PHASE 1.

CHASITY LEVI, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED LANCASTER PARK - PHASE 1 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK



 Case Location

Flood Zone

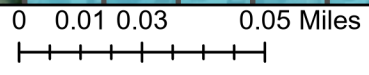
-  500-Year FP
-  100-Year FP - Unanalyzed
-  100-Year FP
-  Floodway

Lancaster Park Phase I Floodplain Map



-  Subdivision Location
- Zoning Type**
-  CG
 -  IH
 -  RS-3

Lancaster Park Phase I Zoning Map



RESOLUTION NO. 2024-42

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 LANCASTER PARK PHASE I SUBDIVISION, LOCATED IN SECTION 26, 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 Lancaster Park Phase I 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 Lancaster Park Phase 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 4TH DAY OF NOVEMBER 2024.

Naomi Hogue, Mayor

ATTEST:

Marcy Kilgore, City Clerk

Approved as to form:

Patrick Boulden, City Attorney

FINAL PLAT

LANCASTER PARK - PHASE 1

PUD #R19-01

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION TWENTY-SIX (26),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

ZONING REQUIREMENTS

TYPICAL BUILDING SETBACKS

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

NOTES

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ALL SIDE LOT BUILDING SETBACKS SHALL BE 5 FEET UNLESS OTHERWISE NOTED.

FLOOD ZONE NOTE

THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA, MAP NO. 40145C0120H, MAP REVISED: APRIL 17, 2012, WHICH SHOWS A PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (A) WHICH IS CLASSIFIED AS AREAS DETERMINED AS SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH NO BASE FLOOD ELEVATION DETERMINED.

BASIS OF BEARINGS

THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 26, T-18-N, R-15-E, AS BEING N88°49'39"E.

SITE DATA

EXISTING ZONING: RS-3
PUD: R19-01
TOTAL ACREAGE: 21.55 ACRES (938,669.89 SQUARE FEET)
NUMBER OF BLOCKS: 5
NUMBER OF LOTS: 68
RESERVE AREAS: 1

UTILITY SERVICE PROVIDERS

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

MONUMENTATION

ALL CORNERS TO BE SET WITH A 3/8" IRON PIN WITH YELLOW CAP UNLESS OTHERWISE NOTED.

LINE LEGEND

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

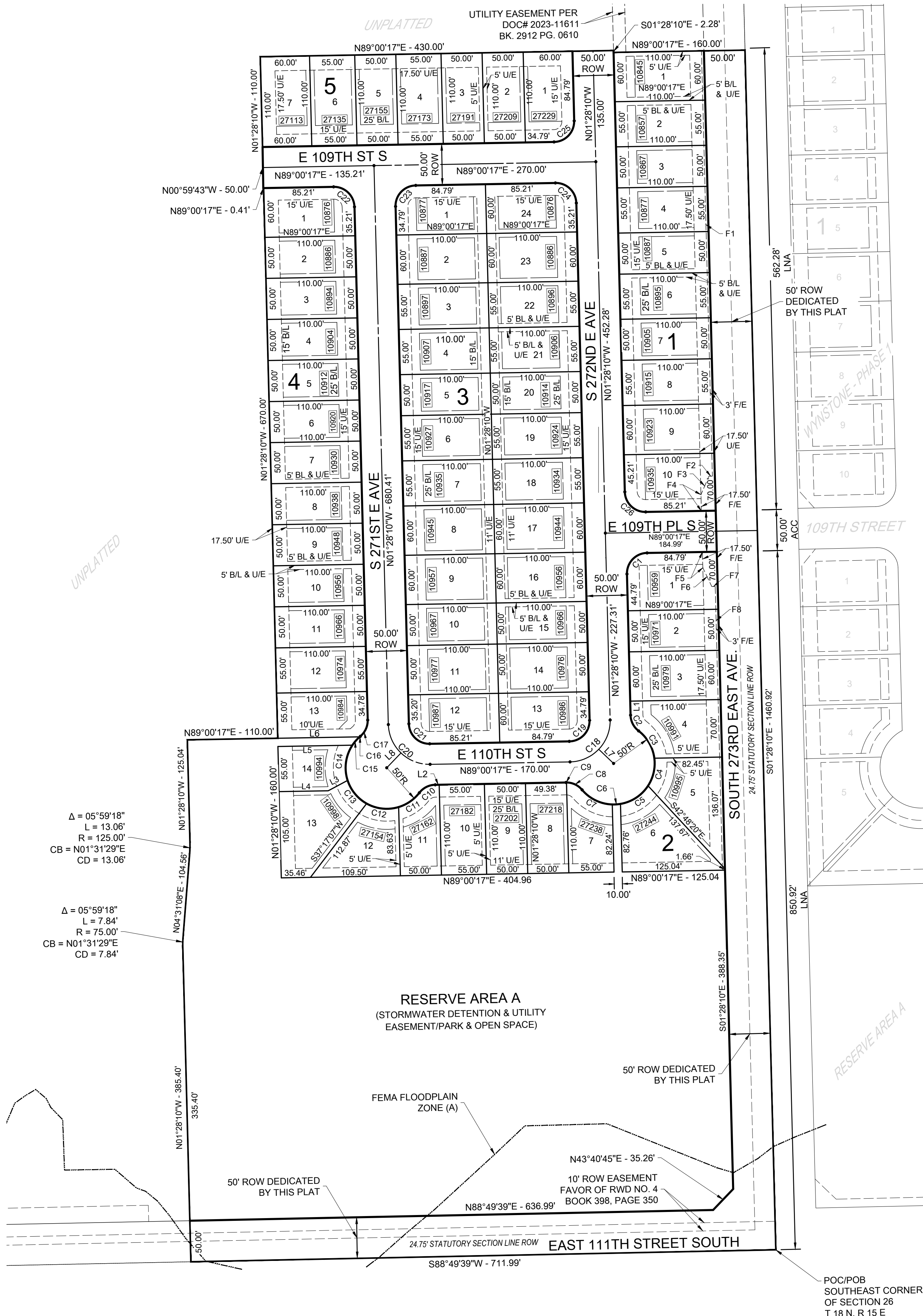
ABBREVIATIONS

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

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26; THENCE S88°49'39"W ALONG THE SOUTH SECTION LINE FOR A DISTANCE OF 711.99 FEET, THENCE N01°28'10"W A DISTANCE OF 385.40 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 75.00' FEET FOR A LENGTH OF 7.84 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 7.84 FEET, THENCE N04°31'08"E FOR A DISTANCE OF 104.56 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 125.04 FEET FOR A LENGTH OF 13.06 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 13.06 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 125.04 FEET, THENCE N89°00'17"E A DISTANCE OF 110.00 FEET, THENCE N01°28'10"W A DISTANCE OF 670.00 FEET, THENCE N89°00'17"E A DISTANCE OF 0.41 FEET, THENCE N00°59'43"W A DISTANCE OF 50.00 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 110.00 FEET, THENCE N89°00'17"E A DISTANCE OF 430.00 FEET, THENCE S01°28'10"E A DISTANCE OF 2.28 FEET, THENCE N89°00'17"E A DISTANCE OF 160.00 FEET, THENCE S01°28'10"E A DISTANCE OF 1,460.92 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 938,669.89 SQUARE FEET (21.55 ACRES), MORE OR LESS.



LINE AND CURVE TABLE

Line #/Curve #	Length	Direction	Radius	Chord Length	Δ
C1	39.48	N43°46'04"E	25'	35.50	90°28'27"
C2	22.26	N26°58'34"W	25'	21.53	51°00'49"
C3	39.38	N29°55'05"W	50'	38.37	45°07'48"
C4	35.16	N12°47'31"E	50'	34.44	40°17'24"
C5	41.35	N56°37'40"E	50'	40.18	47°22'54"
C6	10.03	N86°03'46"E	50'	10.01	11°29'19"
C7	42.07	S64°05'14"E	50'	40.84	48°12'40"
C8	21.64	S64°46'28"E	25'	20.97	49°35'09"
C9	0.62	N89°43'07"E	25'	0.62	1°25'40"
C10	22.45	S63°16'59"W	25'	21.70	51°26'37"
C11	31.11	N55°23'13"E	50'	30.61	35°39'06"
C12	40.28	S83°42'33"E	50'	39.20	46°09'23"
C13	37.33	S39°14'29"E	50'	36.47	42°46'44"
C14	44.73	S7°46'44"W	50'	43.26	51°15'42"
C15	13.53	S41°09'44"W	50'	13.49	15°30'17"
C16	0.92	S49°26'40"W	50'	0.92	1°03'35"
C17	22.45	N24°15'09"E	25'	21.70	51°26'37"
C18	78.95	N43°46'04"E	50'	71.00	90°28'27"
C19	39.48	N43°46'04"E	25'	35.50	90°28'27"
C20	78.13	S46°13'56"E	50'	70.42	89°31'33"
C21	39.06	S46°13'56"E	25'	35.21	89°31'33"
C22	39.06	N46°13'56"W	25'	35.21	89°31'33"
C23	39.48	S43°46'04"W	25'	35.50	90°28'27"
C24	39.06	N46°13'56"W	25'	35.21	89°31'33"
C25	39.48	S43°46'04"W	25'	35.50	90°28'27"
C26	39.06	N46°13'56"W	25'	35.21	89°31'33"
L1	17.06	N01°28'10"W			
L2	4.74	N89°00'17"E			
L3	26.84	S61°51'12"W			
L4	59.79	S89°00'17"W			
L5	90.73	S89°00'17"W			
L6	99.86	S89°00'17"W			
L7	25.00	N46°13'56"W			
L8	25.00	N43°46'04"E			

Fence Line Easement

LINE NO.	BEARING	DISTANCE
F1	S01°28'10"E	517.84'
F2	S89°00'17"W	4.15'
F3	S23°26'56"W	24.58'
F4	S01°28'10"E	19.79'
F5	S01°28'10"E	19.13'
F6	S25°26'21"E	25.31'
F7	N89°00'17"E	4.22'
F8	S01°28'10"E	345.56'

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PLAT DESIGNATED HEREIN AS 'LANCASTER PARK - PHASE 1' HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF COWETA, OKLAHOMA, AS RELATED TO SAID REGULATIONS AND REQUIREMENTS THAT ARE SPECIFICALLY REQUIRED OF THE OWNER, OR OF THE ENGINEER, OR OF THE SURVEYOR.

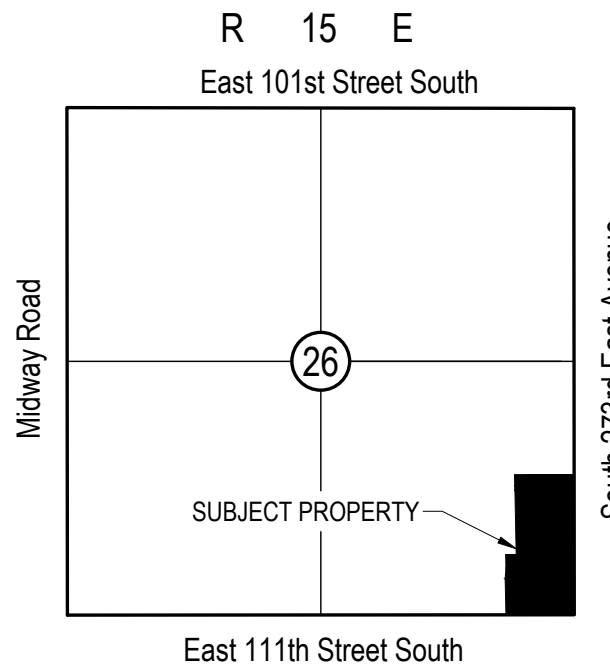
HAMID VALAD KHANI, MANAGING MEMBER
GLENWOOD HOMES, L.P.
AN OKLAHOMA LIMITED PARTNERSHIP

A. NICOLE WATTS
OKLAHOMA REGISTERED PROFESSIONAL ENGINEER #21511
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025

R. WESLEY BENNETT
OKLAHOMA REGISTERED LAND SURVEYOR #1562
WALLACE DESIGN COLLECTIVE, PC
C.A. #1460, EXP. 6-30-2025

Location Map

Scale: 1"= 2000'

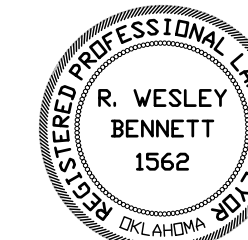
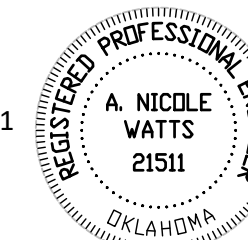


OWNER:

Glenwood Homes, L.P.
5705 E. 71st St. South, Suite 220
Tulsa, Oklahoma 74146
Phone: (918) 949-9268
valad@homecreations.com

ENGINEER/SURVEYOR:

Wallace Design Collective, P.C.
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
A. NICOLE WATTS, P.E. NO. 21511
OK CA NO. 1460, EXPIRES 6/30/2025
nicole.watts@wallace.design
R. WESLEY BENNETT, RPLS 1562
wes.bennett@wallace.design



FINAL PLAT

LANCASTER PARK - PHASE 1

PUD #R19-01

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION TWENTY-SIX (26),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GLEN WOOD HOMES, LP, AN OKLAHOMA LIMITED PARTNERSHIP, HEREINAFTER SOMETIMES CALLED "OWNER", IS THE OWNER IN FEE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF COWETA, STATE OF OKLAHOMA, TO WIT:

A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, WAGONER COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26; THENCE S88°49'39"W ALONG THE SOUTH SECTION LINE FOR A DISTANCE OF 711.99 FEET, THENCE N01°28'10"W A DISTANCE OF 385.40 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 75.00' FEET FOR A LENGTH OF 7.84 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 7.84 FEET, THENCE N04°31'08"E FOR A DISTANCE OF 104.56 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 05°59'18" HAVING A RADIUS OF 125.00 FEET FOR A LENGTH OF 13.06 FEET, AND WHOSE LONG CHORD BEARS N01°31'29"E FOR A DISTANCE OF 13.06 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 125.04 FEET, THENCE N89°00'17"E A DISTANCE OF 110.00 FEET, THENCE N01°28'10"W A DISTANCE OF 670.00 FEET, THENCE N89°00'17"E A DISTANCE OF 0.41 FEET, THENCE N00°59'43"W A DISTANCE OF 50.00 FEET, THENCE N01°28'10"W FOR A DISTANCE OF 110.00 FEET, THENCE N89°00'17"E A DISTANCE OF 430.00 FEET, THENCE S01°28'10"E A DISTANCE OF 2.28 FEET, THENCE N89°00'17"E A DISTANCE OF 160.00 FEET, THENCE S01°28'10"E A DISTANCE OF 1,460.92 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 938.669.89 SQUARE FEET (21.55 ACRES), MORE OR LESS.

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 GENERAL UTILITY EASEMENTS

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

1.2 UNDERGROUND SERVICES

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

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

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

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

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

1.3 WATER, SANITARY SEWER AND STORM SEWER SERVICE

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

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

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

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

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

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

B. EXCLUSIVITY - EASEMENTS DENOTED ON THE ACCOMPANYING PLAT AS "RW4D EASEMENT" OR "RW4D R/W EASE" ARE FOR THE EXCLUSIVE USE BY WAGONER COUNTY RURAL WATER DISTRICT NO. 4 AND ARE DEDICATED FOR THE SOLE PURPOSE OF PROVIDING WATER AND SHALL BE FOR THE EXCLUSIVE USE AND BENEFIT OF RURAL WATER DISTRICT NO. 4, ITS SUCCESSORS AND ASSIGNS.

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

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

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

1.4 SURFACE DRAINAGE

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

1.5 GAS SERVICE

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

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

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

1.6 PAVING AND LANDSCAPING WITHIN EASEMENTS

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

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

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

1.7 SIDEWALKS

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

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

1.8 FENCE AND LANDSCAPE EASEMENT

1.8.1 THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS 'FENCE & LANDSCAPE EASEMENT' OR 'FLE'.

SECTION II. RESERVE AREA

2.1 RESERVE AREA 'A'

2.1.1 THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA 'A' FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION. RESERVE AREA 'A' SHALL ALSO BE USED FOR PLAYGROUND EQUIPMENT, WALKING TRAILS AND OTHER RECREATIONAL ACTIVITIES RESERVED FOR USE BY HOMEOWNERS AND THEIR INVITED GUESTS ONLY.

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

2.1.3 ALL PARKING AREAS AND RECREATIONAL FACILITIES SHALL BE OWNED AND MAINTAINED BY THE LANCASTER PARK HOMEOWNERS' ASSOCIATION.

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

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

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

C. THE RESERVE SHALL BE KEPT FREE OF DEBRIS.

D. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

2.1.5 LANDSCAPING SHALL BE ALLOWED WITHIN THE RESERVE.

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

2.1.7 RESERVE AREA 'A' SHALL BE UTILIZED FOR STORMWATER DETENTION EASEMENT, UTILITY EASEMENT, PARK AND OPEN SPACE USES.

SECTION III. PRIVATE RESTRICTIONS AND COVENANTS

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

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

3.1 ARCHITECTURAL COMMITTEE - PLAN REVIEW

3.1.1 PLAN REVIEW. NO BUILDING, STRUCTURE, FENCE, WALL, PAVING, HARDSCAPE, LANDSCAPING, SWIMMING POOL, EXTERIOR LIGHTING, EXTERIOR ANTENNAE, EXTERIOR WINDOWS, EXTERIOR DOORS, EXTERIOR FINISH (INCLUDING EXTERIOR PAINTING AND COLORS AND WINDOW COVERINGS VISIBLE FROM THE EXTERIOR), GARBAGE RECEPTACLE ENCLOSURE, OR FREE STANDING MAIL BOX SHALL AT ANY TIME BE ERRECTED, PLACED OR ALTERED ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN; A FLOOR PLAN; EXTERIOR ELEVATIONS, INCLUDING DESIGNATION OF EXTERIOR MATERIALS, COLOR SCHEME AND LIGHTING; A LANDSCAPE PLAN, INCLUDING LANDSCAPE HARDSCAPE AND LIGHTING; AND DRAINAGE AND GRADING PLANS. APPROVAL OF PLANS IS AT THE SOLE DISCRETION OF THE ARCHITECTURAL COMMITTEE EXERCISED IN ACCORDANCE WITH THE PURPOSES OF THE COMMITTEE HEREINAFTER SET FORTH. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN TWENTY (20) DAYS

AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH, NOTWITHSTANDING THE FOREGOING, THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION.

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

3.1.3 TRANSFER OF DUTIES. THE OWNER MAY ASSIGN THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE TO THE HOMEOWNERS' ASSOCIATION AT ANY TIME, AT THE DISCRETION OF THE OWNER, BY A WRITTEN INSTRUMENT. UNLESS ASSIGNED TO IT IN WRITING BY THE ARCHITECTURAL COMMITTEE PRIOR TO SUCH TIME, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE DEEMED TRANSFERRED TO THE HOMEOWNERS' ASSOCIATION AT SUCH TIME AS THE OWNER (OR ITS SUCCESSOR BY ASSIGNMENT) OWNS NO LOTS OR RESERVES, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

3.2 LOT RESTRICTIONS

THE LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS AND LIMITATIONS.

3.2.1 USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES.

3.2.2 FLOOR AREA

A SINGLE STORY DWELLING SHALL HAVE A MINIMUM OF 1,100 SQUARE FEET OF LIVING FLOOR AREA. THE COMPUTATION OF LIVING AREA SHALL EXCLUDE BASEMENTS, ATTICS, GARAGES, OPEN SPACE AND BREEZEWAYS.

3.2.3 ORIENTATION OF DWELLINGS

THE ORIENTATION OF THE DWELLING WITHIN A LOT (DIRECTION FACED BY FRONT OF THE DWELLING) SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3.2.4 GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO (2) PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. RAISED PANEL GARAGE DOORS SHALL BE CONSTRUCTED AND GLASS IN GARAGE DOORS IS PROHIBITED.

3.2.5 FOUNDATIONS

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

3.2.6 EXTERIOR WALLS

THE EXTERIOR SURFACE OF THE FIRST STORY OF A DWELLING, EXCEPTING WINDOWS AND DOORS, SHALL BE A MINIMUM OF 50% BRICK, STONE OR STUCCO. NO STEEL, ALUMINUM, VINYL OR PLASTIC SIDING SHALL BE PERMITTED. THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH.

3.2.7 WINDOWS

WINDOWS SHALL BE VINYL, WOOD, OR VINYL CLAD WOOD. ALUMINUM WINDOWS ARE PROHIBITED.

3.2.8 ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF NOT LESS THAN 6/12.

3.2.9 ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE COMPOSITION SHINGLES HAVING A MINIMUM THIRTY-YEAR LIFE RATING AND SHALL BE WOOD GRAINED IN APPEARANCE SUCH AS TAMKO HERITAGE 30 YEAR SIMULATED WEATHERED WOOD SHINGLES. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED. IN NO EVENT SHALL WOOD SHINGLES BE PERMITTED. ROOF FLASHING AND VALLEYS SHALL BE BRONZE OR COPPER OR SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. SHEET METAL, ALUMINUM VENTS, FLUE LINER TERMINALS, CHIMNEY CAPS OR OTHER ROOFTOP PROTRUSIONS SHALL BE PAINTED TO MATCH THE ROOF OF THE DWELLING. ROOF MOUNTED EQUIPMENT, INCLUDING BUT NOT LIMITED TO MECHANICAL EQUIPMENT, AIR CONDITIONS AND SOLAR EQUIPMENT IS PROHIBITED.

3.2.10 CHIMNEYS

THE EXTERIOR SURFACE OF CHIMNEYS SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. CHIMNEYS SHALL HAVE A DECORATIVE SHROUD OR CAP, AND ALL CHIMNEY SHROUDS AND CAPS ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

3.2.11 DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE AND SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, WAIVE THIS RESTRICTION.

3.2.12 FENCING

FENCING OR WALLS WITHIN A LOT ARE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. FENCING OR WALLS WITHIN A LOT SHALL NOT EXTEND BEYOND THE FRONT BUILDING LINE DEPICTED WITHIN THE ACCOMPANYING PLAT. IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE, NO FENCE MAY EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH CORNER OF THE FRONT BUILDING WALL OF THE DWELLING. ALL FENCES SHALL BE PRIVACY FENCES CONSTRUCTED OF WOOD OR MASONRY AND SHALL BE 6 FEET IN HEIGHT, PROVIDED HOWEVER, THAT THE ARCHITECTURAL COMMITTEE MAY IN THE PARTICULAR INSTANCE, AND UPON WRITTEN REQUEST, WAIVE THE REQUIREMENTS OF THIS PARAGRAPH. ALL FENCE TYPES PROPOSED FOR LOCATION ADJACENT TO RESERVES AND GREEN BELTS SHALL BE 4 FOOT RANCH RAIL STYLE FENCE.

3.2.13 LANDSCAPING OF LOTS; IRRIGATION SYSTEMS

LANDSCAPING WITHIN A LOT IS SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL COMMITTEE. PRIOR TO THE OCCUPANCY OF A DWELLING, THE OWNER OF THE LOT SHALL HAVE PROFESSIONALLY LANDSCAPED THE FRONT (AND SIDE OF DWELLING ON CORNER LOTS). ENTIRE BACK YARD SHALL BE SODDED.

3.2.14 ON-SITE CONSTRUCTION

NO DWELLING OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

3.2.15 OUTBUILDINGS

OUTBUILDINGS ARE PROHIBITED, PROVIDED HOWEVER, THE ARCHITECTURAL COMMITTEE MAY, IN THE PARTICULAR INSTANCE, WAIVE THIS RESTRICTION.

3.2.16 SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

3.2.17 ANTENNAS

EXTERIOR TELEVISION, RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, PROVIDED, HOWEVER THAT ONE SATELLITE DISH NOT EXCEEDING TWO (2) FEET IN DIAMETER, AND IN A LOCATION NOT VISIBLE FROM A PUBLIC OR PRIVATE STREET, SHALL BE PERMITTED WITHIN A LOT.

3.2.18 LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

3.2.19 RECREATIONAL VEHICLES AND EQUIPMENT

NO BOATS, RECREATIONAL TRAILERS, PERSONAL WATER CRAFT, CAMPERS, MOTOR HOMES OR OTHER RECREATIONAL VEHICLES SHALL BE STORED OR PLACED OR PARKING ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE.

3.2.20 TRAILERS, MACHINERY AND EQUIPMENT; COMMERCIAL VEHICLES

NO TRAILERS, MACHINERY OR EQUIPMENT, OR COMMERCIAL VEHICLES, SHALL BE STORED, PLACED OR PARKED ON ANY STREET WITHIN THE SUBDIVISION OR ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY OR EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE IN THE SUBDIVISION; FURTHER PROVIDED THAT NOTHING HEREIN SHALL PROHIBIT THE PARKING OF LIGHT TRUCKS WITHOUT COMMERCIAL SIGNAGE (MAXIMUM 3 TON).

3.2.21 ALL-TERRAIN VEHICLES AND UNLICENSED MOTOR VEHICLES

NO ALL-TERRAIN VEHICLES (ATVS) OR UNLICENSED MOTOR VEHICLES SHALL BE OPERATED WITHIN THE SUBDIVISION.

3.2.22 BASKETBALL GOALS

NO BASKETBALL GOALS SHALL BE VISIBLE FROM A PUBLIC OR PRIVATE STREET.

3.2.23 ON-STREET PARKING PROHIBITED

ON-STREET PARKING BY OWNERS OF LOTS OR THEIR TENANTS IS PROHIBITED, PROVIDED THAT THE HOMEOWNERS' ASSOCIATION MAY PERMIT, BY RULES AND REGULATIONS, ON-STREET PARKING DURING OCCASIONAL EVENTS WITHIN THE SUBDIVISION.

3.2.24 CLOTHESLINES AND GARBAGE RECETACLES

CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT. ALL TRASH CONTAINERS SHALL BE STORED OUT OF PUBLIC VIEW EXCEPT FOR A 12-HOUR PERIOD DURING COLLECTION.

3.2.25 MAILBOXES

MAILBOXES SHALL BE CONSTRUCTED OF BRICK AND A UNIFORM DESIGN TO BE SELECTED BY THE ARCHITECTURAL COMMITTEE AND SHALL BE PLACED AT A HEIGHT AND LOCATION WITHIN THE LOT TO BE DESIGNATED BY THE ARCHITECTURAL COMMITTEE.

FINAL PLAT

LANCASTER PARK - PHASE 1

PUD #R19-01

A SUBDIVISION IN THE CITY OF COWETA, OKLAHOMA,
BEING A SUBDIVISION OF A PART OF THE SE/4 OF SECTION TWENTY-SIX (26),
TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN

3.2.26 ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TOW CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES. EXCEPT WHEN ACCOMPANIED BY THE OWNER OF THE LOT, THE OWNER'S FAMILY MEMBER OR GUEST, DOGS SHALL BE KEPT INSIDE THE DWELLING ON THE LOT BETWEEN THE HOURS OF 10:00 P.M. AND 7:00 A.M.

3.2.27 NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

3.2.28 SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW OF ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN 5 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT OR SIGNS USED BY THE OWNER OR A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

3.2.29 MATERIALS AND STORAGE

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

3.2.30 TEMPORARY TRASH RECEPTACLE

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

SECTION IV. HOMEOWNER'S ASSOCIATION

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

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

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

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

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

5.1 ENFORCEMENT

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

5.2 VALIDITY

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

5.3 DURATION

THESE COVENANTS SHALL BE BINDING UPON THE UNDERSIGNED OWNERS AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2033, AFTER WHICH TIME SAID COVENANTS SHALL BE DEEMED AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS; PROVIDED, HOWEVER, EITHER BEFORE OR AFTER THE YEAR 2028, THE THEN MAJORITY OF ALL THE LOT OWNERS IN SAID SUBDIVISION MAY CHANGE OR VACATE THESE COVENANTS, EITHER IN WHOLE OR IN PART, AND SUCH CHANGE OR VACATION SHALL BE EVIDENCED BY A WRITTEN INSTRUMENT SIGNED BY THE THEN OWNERS OF THE MAJORITY OF THE LOTS IN SAID SUBDIVISION AND DULY RECORDED AND FILED WITH THE COUNTY CLERK OF WAGONER COUNTY, OKLAHOMA. THE PROVISIONS CONTAINED IN THESE COVENANTS MAY BE CHANGED OR AMENDED AT ANY TIME IN ACCORDANCE WITH SECTION 5.4.

5.4 AMENDMENT OR TERMINATION

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

5.5 SEVERABILITY

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

CERTIFICATE OF OWNER

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

GLEN WOOD HOMES, L.P.
an OKLAHOMA LIMITED PARTNERSHIP

BY: _____
HAMID VALAD KHANI, GENERAL 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 HAMID VALAD KHANI TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AS ITS MEMBER AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

[SEAL]

CERTIFICATE OF SURVEY

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

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



BY: _____
R. WESLEY BENNETT, PLS
OK PLS 1562

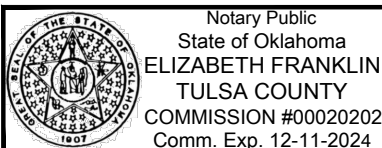
STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

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

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-11-2024
MY COMMISSION NUMBER: 00020202
[SEAL]



CITY OF COWETA APPROVALS

APPROVED: APPROVED:

COWETA PLANNING
COMMISSION CHAIRMAN

MAYOR

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

CITY CLERK

CERTIFICATE OF WAGONER COUNTY TREASURER

I, CHASITY LEVI, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2023 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS SUBDIVISION CALLED LANCASTER PARK - PHASE 1.

CHASITY LEVI, WAGONER COUNTY TREASURER

CERTIFICATE OF WAGONER COUNTY CLERK

I, LORI HENDRICKS, THE COUNTY CLERK OF WAGONER COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED LANCASTER PARK - PHASE 1 HAS BEEN FILED INTO WAGONER COUNTY RECORDS.

LORI HENDRICKS, WAGONER COUNTY CLERK



October 14, 2024

Carolyn Back
Community Development Director
City of Coweta
PO Box 850
Coweta, OK 74429

**RE: Lancaster Park
Final Construction
Coweta, Oklahoma**

Dear Ms. Back:

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

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

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

Sincerely,

Cowan Group Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Cainan Anthony'.

Cainan Anthony, P.E.

CRA/cra

MERCHANTS
BONDING COMPANY

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

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. NOK1660

That Heartland Excavating, Inc.
of Sapulpa
as Principal, and the Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Coweta

in the penal sum of
One Hundred Ten Thousand Eight Hundred Thirty Five Dollars & no/100's (\$110,835)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 6th day of August, 2024
WHEREAS, the Principal entered into a certain contract, dated the 27th day of June,
2024, with the Home Creations

to furnish all the material and labor necessary for the construction of
Sanitary Sewer for Lancaster Park

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of two years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Coweta as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of two years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Heartland Excavating, Inc.

Principal

By

Approved _____

By _____

Merchants National Bonding, Inc.

By

Vicky L Courtney 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,

Arthur A Rickets; Chris Whitaker; Hayden Musgrove; Keith A Shideler; Kelly R Hitt; Kim Howell; Vicky L Courtney

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 27th day of October, 2023.



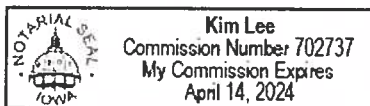
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of October, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August, 2024.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY

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

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. NOK1661

That Heartland Excavating, Inc.

_____ of _____ Sapulpa
as Principal, and the _____ Merchants National Bonding, Inc. as Surety are
held and firmly bound unto the City of Coweta

_____ in the penal sum of
One Hundred Forty Seven Thousand Two Hundred Seventy One Dollars and no/100s (\$147,271)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 6th day of August, 2024

WHEREAS, the Principal entered into a certain contract, dated the 27th day of June,
2024, with the Home Creations

to furnish all the material and labor necessary for the construction of
Storm Sewer for Lancaster Park

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of two years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the _____ Merchants National Bonding, Inc. for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Coweta as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of two years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Heartland Excavating, Inc.

Principal

By _____

Approved _____

By _____

Merchants National Bonding, Inc.

By _____

Vicky L Courtney Attorney-in-Fact

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Arthur A Ricketts; Chris Whitaker; Hayden Musgrove; Keith A Shideler; Kelly R Hitt; Kim Howell; Vicky L Courtney

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and 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 27th day of October, 2023.



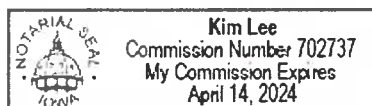
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of October, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of August, 2024.



William Warner Jr.
Secretary



Bond No. 5826316

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, A&A Asphalt, Inc.
P.O. Box 1323, Broken Arrow, Oklahoma 74103 as Principal,
and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation organized under the laws of the State of
Ohio and duly authorized to transact business in the State of Oklahoma
as Surety, are held and firmly bound unto City of Coweta, 108 N Broadway, Coweta, OK 74429
as Obligee, in the sum of
Four Hundred Thirty-Five Thousand Nine Hundred Sixty-One Dollars and Twenty-Eight Cents (\$435,961.28) DOLLARS,
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 30th day of August, 2024.

WHEREAS the Principal and the Obligee have entered into a written agreement dated the _____
day of _____, for Lancaster Park Phase 1 - Subgrade Stabilization, Curb & Gutter, Asphalt

the terms of which agreement were completed and accepted the _____ day of _____,
and

WHEREAS the Principal has given a One (1) year maintenance guarantee under said agreement
or otherwise against defective materials and workmanship.

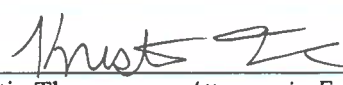
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply
with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation
other than the Obligee named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Obligee shall give
written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative
Office at 301 E. Fourth Street, Cincinnati, Ohio 45202 such notice to be given within the One (1) year
maintenance period.


A&A Asphalt Inc Principal

GREAT AMERICAN INSURANCE COMPANY

By: 
Kristie Thompson Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Seven

No. 0 21837

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amanda Applegate	All of	All
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Ericka Warren		
Kristie Thompson		
Jamie Grider		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of Jan, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 10th day of Jan, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of August, 2024.



Stephen C. Beraha

Assistant Secretary

RIDER

To be attached to and form a part of Maintenance Bond Bond No. 5826316
Dated the 30th day of August, 2024, issued by the
Great American Insurance Company, as Surety,
on behalf of A & A Asphalt, Inc.,
as Principal, in the penal sum of Four Hundred Thirty-Five Thousand Nine Hundred Sixty-One Dollars and Twenty-Eight Cents
Dollars (\$ 435,961.28) and in favor of City of Coweta

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider is to hereby amend the maintenance guarantee on the Maintenance Bond form to read
Two (2) years in lieu of One (1) year. In addition, the project description to read as "Lancaster
Park Phase 1 - Subgrade Stabilization, Curb & Gutter, Asphalt, Roads and Paving".

Provided, however, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein
expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this
rider shall not be cumulative.

This rider shall become effective as of the 30th day of August, 2024.

Signed, sealed and dated this 10th day of September, 2024.

A & A Asphalt, Inc.

Principal

By: 

Great American Insurance Company

Surety

By: 

Attorney-in-Fact

Kristie Thompson

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than Six

No. 0 22533

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amanda Applegate	All of	All
James Beavers	Broken Arrow, Oklahoma	\$100,000,000
Terry D. Cupp		
Ericka Warren		
Kristie Thompson		
Levi Farmer		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of September 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 4th day of September, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of September, 2024.



My L C. B.

Assistant Secretary



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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-06
Date: 11-04-2024

BACKGROUND

Applicant

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

Case Facts

- The property is located at 117 West Oak Street, in Section 18, Township 17 North, Range 16 East of the Indian Base and Meridian.
- The property is currently zoned (RS-3) Residential Single Family.
- Surrounding land use is Residential Single-Family (RS-3), Office and Institutional (O), and General Commercial (CG)

The City of Coweta Comprehensive Plan and Proposed Land Use 2020-2030 Map designate this lot for low-intensity residential use.

Existing Land Use	Existing Zoning
RS-3 Residential Single Family	RS-3
Surrounding Land Use	Surrounding Zoning
North: Residential	RS-3
East: General Commercial	CG
South: Residential	RS-3
West: Residential	RS-3

- Legal description: Lots 8, 9, and 10, in Block 24, Town of New Coweta, Wagoner County, State of Oklahoma.

Pertinent Zoning Code

- A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.
- Staff finds this rezone request to be in accordance with the general objectives of the City of Coweta Comprehensive Plan for a property abutting the Downtown Area but would require a Proposed Land Use Map amendment. An RM-1 (Residential Multi-Family) district used as a

transition between the Low Intensity area of single-family residential and adjacent higher intensity areas of General Commercial. A multi-family use could be held in accordance with the Low Intensity Plan category.

- In general, the zoning change would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan for Medium Intensity residential use.
- Specifically, its current location abutting General Commercial (CG) zoning, and being across the street from the Comprehensive Plan designation of Medium Intensity residential use, (which overlays most of the downtown area), make a strong case for the requested rezone.

City staff will be updating the Coweta Comprehensive Plan Land Future land Use Map to cover previously approved rezone applications and will include this rezone, if approved.

A public hearing was held on October 21, 2024 by the Coweta Planning Commission. At the Planning Commission no residents were present to make any comments concerning the rezone request. The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 24-06.

12-3C-2-4 City Council Action

- A. The City Council shall hold a hearing on each application transmitted from the Planning Commission and on any proposed zoning map amendment initiated pursuant to CCC 12-3B-5A2. The City Council shall approve the application as submitted, or as amended, or approve the application subject to modification, or deny the application.

STAFF COMMENTS

The Planning Commission recommended approval of the rezone request to the Coweta City Council for Case No. CZ 24-06. Staff recommends approval of the rezone request from (RS-3) Residential Single-Family district to the Residential Multi-Family (RM-1) district.

ATTACHMENTS

1. Location Map
2. Zoning Map
3. Aerial View Map
4. Ordinance No. 888

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 888

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 16 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM RESIDENTIAL SINGLE FAMILY (RS-3) CLASSIFICATION TO RESIDENTIAL MULTI-FAMILY (RM-1) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION ONE (1): ZONING CLASSIFICATION

The following described property is hereby rezoned from Residential Single Family (RS-3) classification to Residential Multi-Family (RM-1), **to wit:**

TRACT 1: Lots 8, 9, and 10, in Block 24, Town of New Coweta, Wagoner County, State of Oklahoma.

SECTION TWO (2): ZONING MAP

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

SECTION THREE (3): REPEALER

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

SECTION FOUR (4): SEVERABILITY

If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION FIVE (5): DECLARING AN EMERGENCY

That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

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

Naomi Hogue, Mayor

ATTEST: _____, Marcy Kilgore, City Clerk

APPROVED AS TO FORM AND LEGALITY: _____, Patrick Boulden, City Attorney

CZ 24-06 REZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY TO RM-1 RESIDENTIAL MULTI- FAMILY



SUBJECT PROPERTY

BIRCH

BROADWAY

STATE HIGHWAY 51

EUFAULA

16E17N18

OAK

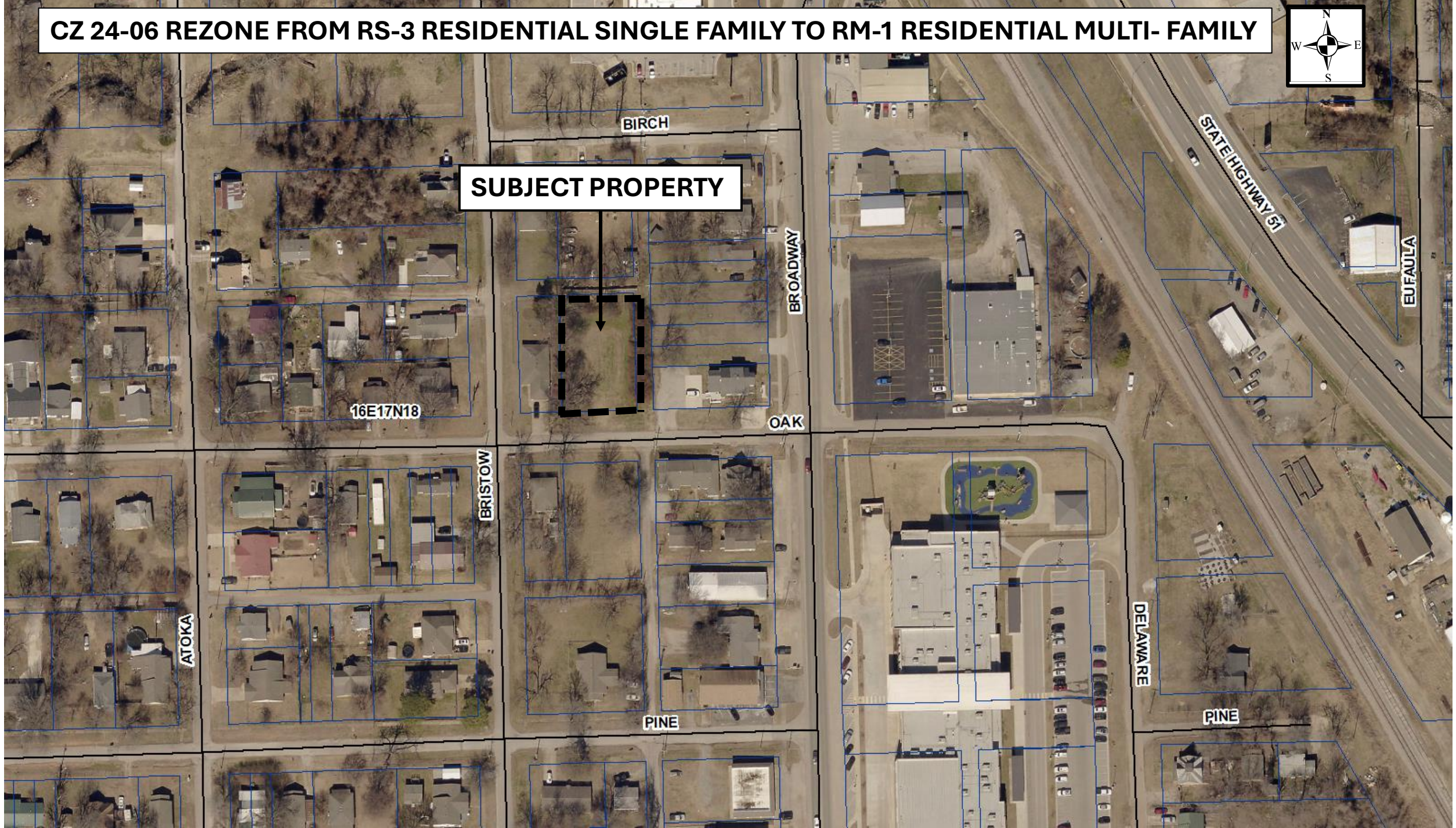
BRISTOW

ATOKA

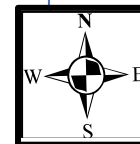
PINE

DELAWARE

PINE



CZ 24-06 REZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY TO RM-1 RESIDENTIAL MULTI- FAMILY



SUBJECT PROPERTY

BIRCH

BROADWAY

STATE HIGHWAY 51

EUFULA

16E17N18

OAK

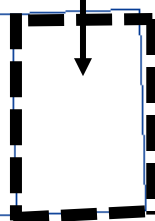
BRISTOW

ATOKA

PINE

DELAWARE

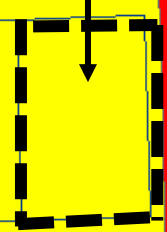
PINE



CZ 24-06 REZONE FROM RS-3 RESIDENTIAL SINGLE FAMILY TO RM-1 RESIDENTIAL MULTI- FAMILY



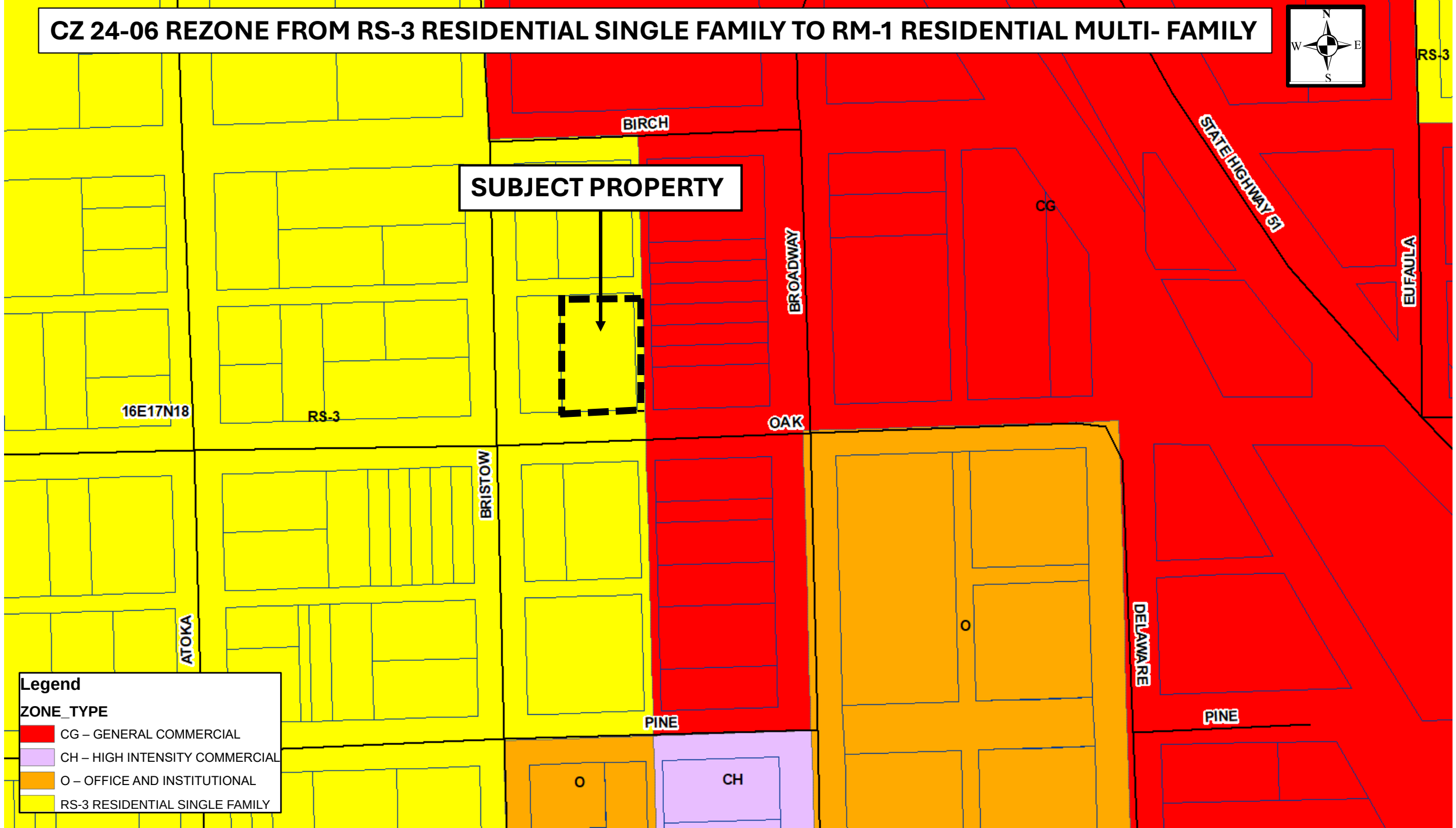
SUBJECT PROPERTY



Legend

ZONE_TYPE

- CG – GENERAL COMMERCIAL
- CH – HIGH INTENSITY COMMERCIAL
- O – OFFICE AND INSTITUTIONAL
- RS-3 RESIDENTIAL SINGLE FAMILY





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

Memorandum

To: Honorable Mayor and City Council
From: Carolyn Back, Community Development Director
Re: Case Number: CZ 24-07
Date: 11-04-2024

BACKGROUND

Applicant

Abundant Rain Ministries, Inc., is seeking a zoning amendment to rezone the subject parcel from Agriculture (AG) zoning to Residential Single-Family (RS-2) zoning. This change in the zoning designation will allow for expansion to the north of Spradlin Estates into Spradlin Estates Phase II to be developed as a residential single-family subdivision.

Case Facts

- The property is located in Section 1, Township 17 North, Range 15 East at South 273rd East Avenue and East 125th Place South.
- The property is zoned Agriculture (AG).
- The property abuts Spradlin Estates to the south which is zoned Residential Single-Family (RS-2)
- The City of Coweta Comprehensive Plan Proposed Land Use Map designates this area for low-intensity residential use.
- The property legal description: A tract of land situated in the SW1/4 NW1/4 of Section 1, Township 17 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows: commencing at the SW corner of the SW1/4 NW1/4 of said Section 1, thence due north along the west line thereof a distance of 250.00 feet; thence N89°45'53"E parallel to the south line of the NW1/4 a distance of 496.75 feet to the point of beginning; thence S7°21'15"E a distance of 251.94 feet; thence N89°45'53"E a distance of 505.79 feet; thence N12°00'16"W a distance of 74.91 feet; thence N29°58'52"W a distance of 125.00 feet; thence N40°20'49"W a distance of 89.09 feet; thence S89°45'53"W a distance of 402.32 feet to the Point of Beginning. Containing 2.70 acres, more or less.

Existing Land Use	Existing Zoning
Agricultural	AG
Surrounding Land Use	Surrounding Zoning
North: Agricultural	AG
East: Agricultural	AG
South: Residential	RS-2
West: Agricultural	AG

Pertinent Zoning Code

12-3C-1-1 City Policy

It is the policy of the City that in the consideration of proposed amendments to this title:

Amendments will be adopted to recognize changes in the comprehensive plan, to correct error, or to recognize changed or changing conditions in a particular area or in the jurisdictional area generally.

- A rezoning request must determine whether the proposed land use, if implemented, would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

Staff finds this rezone request to be in compliance with the objectives of the City of Coweta Comprehensive Plan Proposed Future Land Use Maps. If implemented, the rezone would be compatible with the surrounding area in the manner contemplated by the Comprehensive Plan.

12-3C-2-4 City Council Action

- A. The City Council shall hold a hearing on each application transmitted from the Planning Commission and on any proposed zoning map amendment initiated pursuant to CCC 12-3B-5A2.

The City Council shall approve the application as submitted, or as amended, or approve the application subject to modification, or deny the application.

STAFF COMMENTS

A public hearing was held on October 21, 2024, by the Coweta Planning Commission. At the Planning Commission no residents were present to make comments concerning the rezone request.

The Planning Commission made a unanimous recommendation for approval of the rezone request to the Coweta City Council for case CZ 24-07.

Staff recommends approval of the rezone request from Agriculture (AG) zoning to Residential Single-Family (RS-2) zoning.

ATTACHMENTS

Aerial and Location Map
Zoning Map and Public Notice Map
Ordinance No. 889



Note: Graphic overlays may
not precisely align with physical
features on the ground.
Aerial Photo Date: 2023



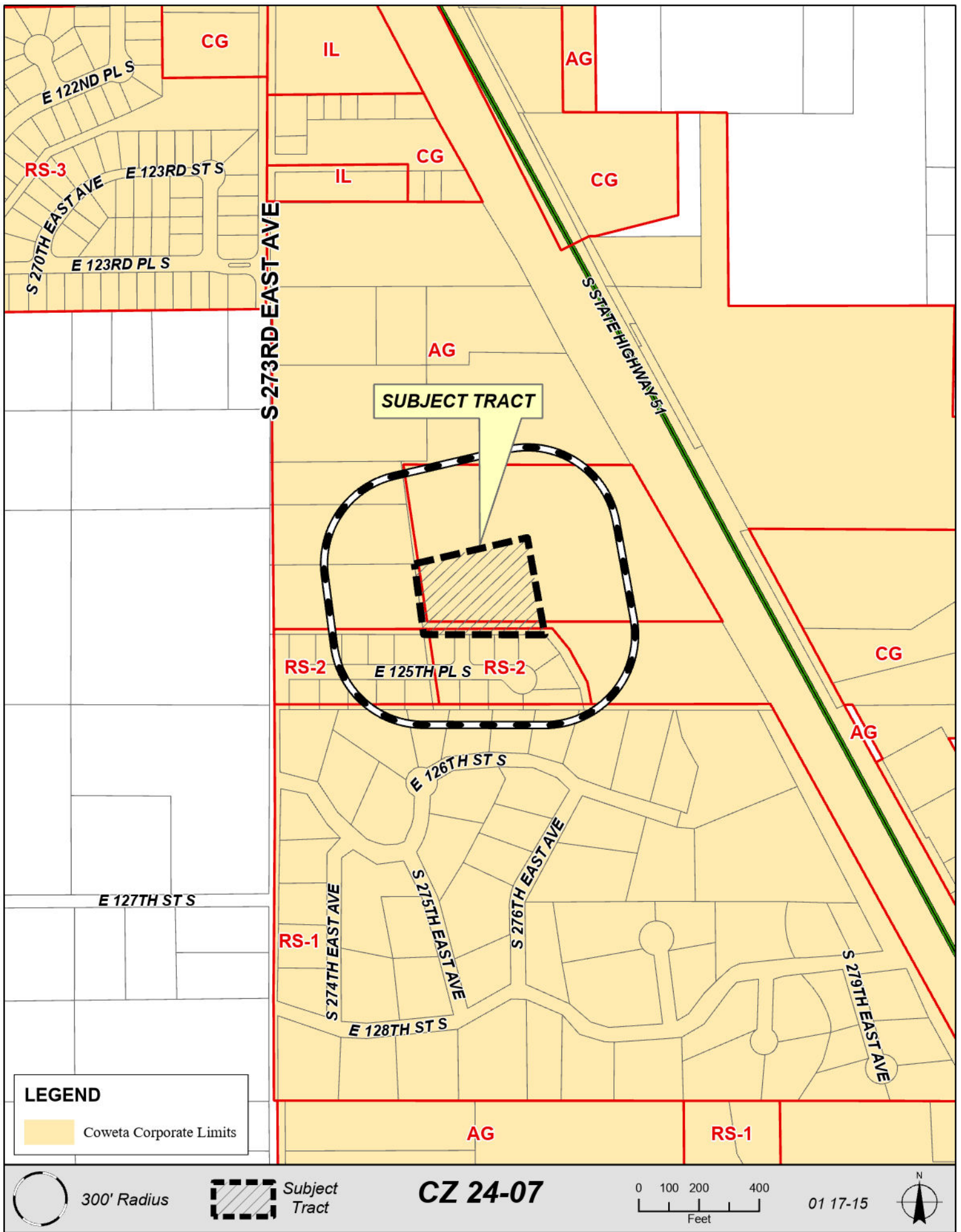
Subject
Tract

CZ 24-07

0 100 200 400
Feet

01 17-15





CZ 24-07

01 17-15

CITY OF COWETA, OKLAHOMA

ORDINANCE NUMBER 889

AN ORDINANCE OF THE CITY OF COWETA, OKLAHOMA REZONING A TRACT OF LAND LOCATED IN SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF COWETA, OKLAHOMA, FROM AGRICULTURE (AG) CLASSIFICATION TO RESIDENTIAL SINGLE-FAMILY (RS-2) CLASSIFICATION, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COWETA, OKLAHOMA, PROVIDING FOR REPEALER, SEVERABILITY, AND DECLARING AN EMERGENCY.

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

SECTION ONE (1): ZONING CLASSIFICATION

The following described property is hereby rezoned from Agriculture (AG) classification to Residential Single-Family (RS-2), **to wit:**

TRACT 1: A TRACT OF LAND SITUATED IN THE SW1/4 NW1/4 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA: WITH THE BASIS OF BEARING OF THIS DESCRIPTION BEING NAD83 OKLAHOMA STATE PLANE, AND PREPARED ON 7/31/2024 BY TONY ROBISON, LS #1686: SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE NW1/4 OF SAID SECTION 1, THENCE N1°14'22"W ALONG THE WEST LINE THEREOF A DISTANCE OF 250.00 FEET; THENCE N88°31'31"E PARALLEL TO THE SOUTH LINE OF THE NW1/4 A DISTANCE OF 496.75 FEET TO THE POINT OF BEGINNING; THENCE N08°35'37"W A DISTANCE OF 226.64 FEET; THENCE N75°43'55"E A DISTANCE OF 384.84 FEET; THENCE S11°33'16"E A DISTANCE OF 314.96 FEET; THENCE S88°31'31"W A DISTANCE OF 402.32 FEET TO THE POINT OF BEGINNING. CONTAINING 2.43 ACRES, MORE OR LESS.

SECTION TWO (2): ZONING MAP

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

SECTION THREE (3): REPEALER

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

SECTION FOUR (4): SEVERABILITY

If any part or parts of this ordinance are deemed unconstitutional, invalid, or ineffective, the remaining portions shall not be affected but shall remain in full force and effect.

SECTION FIVE (5): DECLARING AN EMERGENCY

That for the immediate preservation of the peace, health and safety of the City of Coweta, Oklahoma, and for the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this ordinance shall become operative and go into effect immediately upon its passage and approval.

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

Naomi Hogue, Mayor

ATTEST: _____, Marcy Kilgore, City Clerk

APPROVED AS TO FORM AND LEGALITY: _____, Patrick Boulden, City Attorney



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

Memorandum

To: Honorable Mayor and City Council
From: Tom E. Young Jr, - City Planner
Carolyn Back – Community Development Director
Location: Section 33, Township 18 North, Range 15 East
Section 34, Township 18 North, Range 15 East
Re: Request to be annexed into the City of Coweta:
RC Wagoner LLC, Stanart Family, and Carter RR LLC
Date: 11-04-2024

BACKGROUND

Nathan Cross for the property owner, RC Wagoner LLC, requests the consent annexation of an 80 Acre, more or less, property located within the West Half (W/2) of the Southeast Quarter (SE/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This property abuts the north side of East 121st Street South and is approximately one-quarter of a mile west of South 241st East Avenue.

Nathan Cross for the property owners, Glen Stanart, Stanley Stanart, and Mark Stanart, requests the consent annexation of an 80 Acre, more or less, property located within the South Half (S/2) of the Northwest Quarter (NW/4) of Section Thirty-Four (34), Township 18 North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This property abuts the east side of South 241st East Avenue and is approximately one-quarter of a mile south of East 111th Street South.

Nathan Cross for the property owner, Carter RR LLC, requests the consent annexation of an 40 Acre, more or less, property located within the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This property is located approximately one-quarter of a mile north of East 121st Street South and abuts the west side of South 241st East Avenue.

The foregoing properties constitute a 98% majority of the territory requested to be annexed. In addition to these owner's properties, they request the annexation of approximately 4.5 acres, which is adjacent and contiguous to Coweta's current city limits and extends south of East 111th Street, overlays a portion of the existing 49.5 feet wide section line right-of-way of South 241st East Avenue, and extends 50 feet on each side of the centerline of South 241st East Avenue, and is more particularly described as follows:

A 1.5 Acre, more or less, property located within the West 50 feet of the Northwest Quarter (NW/4) of Section Thirty-Four (34), Township 18 North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

A 3 Acre, more or less, property located within the East 50 feet of the Northeast Quarter (NE/4) of Section Thirty-Three (33), Township 18 North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

In order to consider this annexation, the City Council is required by state statute to conduct a public hearing on this matter, preceded by required notice by publication and mail. Notice of this public hearing requires publications in a legal newspaper of general circulation in the territory sought to be annexed within fourteen (14) days following the date the City Council directs the notice to be published and the Council's public hearing shall be held no earlier than fourteen (14) days nor more than thirty (30) days following the publication and mailing of the required notice. In addition, Staff will prepare a utility and emergency services availability plan for the proposed annexed territory for presentation at the scheduled public hearing.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the accompanying Resolution which sets a public hearing on this proposed annexation for the December 2, 2024, regular City Council meeting and directs Staff to publish and mail the required notices on Wednesday, November 13, 2024.

ATTACHMENTS

Letter of request from the Property Owners
Application for Annexation
Case Map
Resolution 2024-43

RESOLUTION 2024-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COWETA, OKLAHOMA; ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR ANNEXATION OF THE APPLICANT-OWNERS' PROPERTIES AND CERTAIN NONAPPLICANT OWNERS' PROPERTIES INTO THE CITY LIMITS BY THE CONSENT OF THE APPLICANT-OWNERS; DESCRIBING THE SUBJECT PROPERTIES AS FOLLOWS: A PORTION OF THE SECTION LINE RIGHT-OF-WAY OF SOUTH 241ST EAST AVENUE, ALSO KNOWN AS ONETA ROAD, SOUTH OF EAST 111TH STREET, 80 ACRES LOCATED APPROXIMATELY ONE QUARTER MILE SOUTH OF EAST 111TH STREET AND EAST OF 241ST EAST AVENUE (ONETA ROAD), AND 120 ACRES LOCATED APPROXIMATELY ONE-HALF MILE SOUTH OF EAST 111TH STREET AND WEST OF 241ST EAST AVENUE (ONETA ROAD); MORE PARTICULARLY IDENTIFYING THE SUBJECT PROPERTIES IN THE LEGAL DESCRIPTION AND MAP ATTACHED AS EXHIBIT "A"; SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION FOR MONDAY, DECEMBER 2, 2024, AT 6:00 P.M., IN COWETA CITY HALL; DIRECTING THE CITY MANAGER TO TAKE CERTAIN ACTIONS ON BEHALF OF THE CITY COUNCIL TO COMPLY WITH OKLAHOMA ANNEXATION STATUTES, TITLE 11, OKLAHOMA STATUTES, SECTIONS 21-101 ET SEQ.; AND THEREAFTER AUTHORIZING THE COUNCIL TO LAWFULLY CONSIDER AND ACT ON THE APPLICANTS' REQUEST.

Whereas, the City of Coweta has received an application for the annexation of properties owned by RC Wagoner LLC, Carter RR LLC, Glen Stanart, Stanley Stanart, and Mark Stanart, (collectively the consenting applicant-owners) of 200 acres of real property and provided with this application were letters from each of the applicant-owners consenting to the requested annexation of their individual properties; and

Whereas, the consenting, applicant-owners' properties are generally described as: 80 acres located approximately one quarter mile south of East 111th Street and east of 241st East Avenue, also known as Oneta Road, and 120 acres located approximately one-half mile south of East 111th Street and west of 241st East Avenue (Oneta Road), as more particularly described and depicted in the legal description and map attached as Exhibit "A"; and

Whereas, the application for annexation also requests that the City Council annex approximately 4.5 acres owned by nonapplicant owners, which is adjacent and contiguous to Coweta's current city limits and extends south of East 111th Street, overlays a portion of the existing 49.5 feet wide section line right-of-way of South 241st East Avenue, (Oneta Road), and extends 50 feet on each side of the centerline of South 241st East Avenue (Oneta Road); and

Whereas, Title 11 Oklahoma Statutes, Subsection 21-103.A authorizes the City Council to annex any territory adjacent or contiguous to the City with the written consent of the owners of at least a majority of the acres to be annexed, subject to notice and a public hearing on the proposed annexation, as provided in Title 11 Oklahoma Statutes, Subsection 21-103.B; and

Whereas, the consenting applicant-owners are the owners of 200 acres of the 204.5 acres proposed to be annexed, constituting a 98% majority of the acres to be annexed as require in Title 11 Oklahoma Statutes, Subsection 21-103.A to authorize the City Council to annex the 204.5 acres; and

Whereas, in accordance with Title 11 Oklahoma Statutes, Subsection 21-103.B, before the City Council may consider and act upon the consenting applicant-owners' application the City Council is required to provide published and mailed notice and a public hearing regarding this proposed annexation; and

Whereas, the required published and mailed notices must describe the boundaries of the territory proposed to be annexed by reference to a map, geographical locations, legal or physical description or other reasonable designation and state the date, time, and place the City Council shall conduct a public hearing on the question of annexing the territory; and

Whereas, the described notice shall be published in a legal newspaper of general circulation in the territory sought to be annexed within fourteen (14) days following the date the City Council direct the notice to be published and the Council's public hearing of such annexation shall be held no earlier than fourteen (14) days nor more than thirty (30) days following the publication and mailing of the required notice;

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

Section 1. The City Council acknowledges receipt of the application for annexation of the applicant-owners' properties and certain nonapplicant owners' properties into the city limits with the express consent of the applicant-owners and declares it will conduct a public hearing on the proposed annexation on Monday, December 2, 2024, at 6:00 p.m., in Coweta City Hall, 310 South Broadway, Coweta, OK 74429.

Section 2. The City Council directs the City Manager to publish the required notice of the proposed annexation and public hearing in the Coweta Tribune on Wednesday, November 13, 2024, in accordance with Title 11 Oklahoma Statutes, Subsection 21-103.B.

Section 3. The City Council further directs the City Manager to mail the required notice on Wednesday, November 13, 2024, by first-class mail to all owners of property to be annexed as shown by the current year's ownership rolls in the office of the Wagoner County Treasurer and to all owners of property abutting any public right-of-way that forms the boundary of the territory proposed to be annexed and to the Sales and Use Tax Division of the Oklahoma Tax Commission, in accordance with Title 11 Oklahoma Statutes, Subsection 21-103.B.

Section 4. The published and mailed notice must describe the boundaries of the territory proposed to be annexed by reference to a map, geographical locations, legal or physical description or other reasonable designation and state that the City Council shall conduct a public hearing on the question of annexing the territory on Monday, December 2, 2024, at 6:00 p.m., in Coweta City Hall, 310 South Broadway, Coweta, OK 74429.

This Resolution is approved in an open meeting by the City Council of the City of Coweta on this 4th day of November 2024.

Naomi Hogue, Mayor

Attest:

Marcy Kilgore, City Clerk

Approved:

Patrick Boulden, City Attorney

Coweta City Council Resolution
Exhibit "A"
City of Coweta Annexation Areas

THE W/2 OF THE SE/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 80 acres - RC Wagoner, LLC (Kelly Crossing)

AND

THE S/2 OF THE NW/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 80 acres - Stanart Family (Tiger Trails)

AND

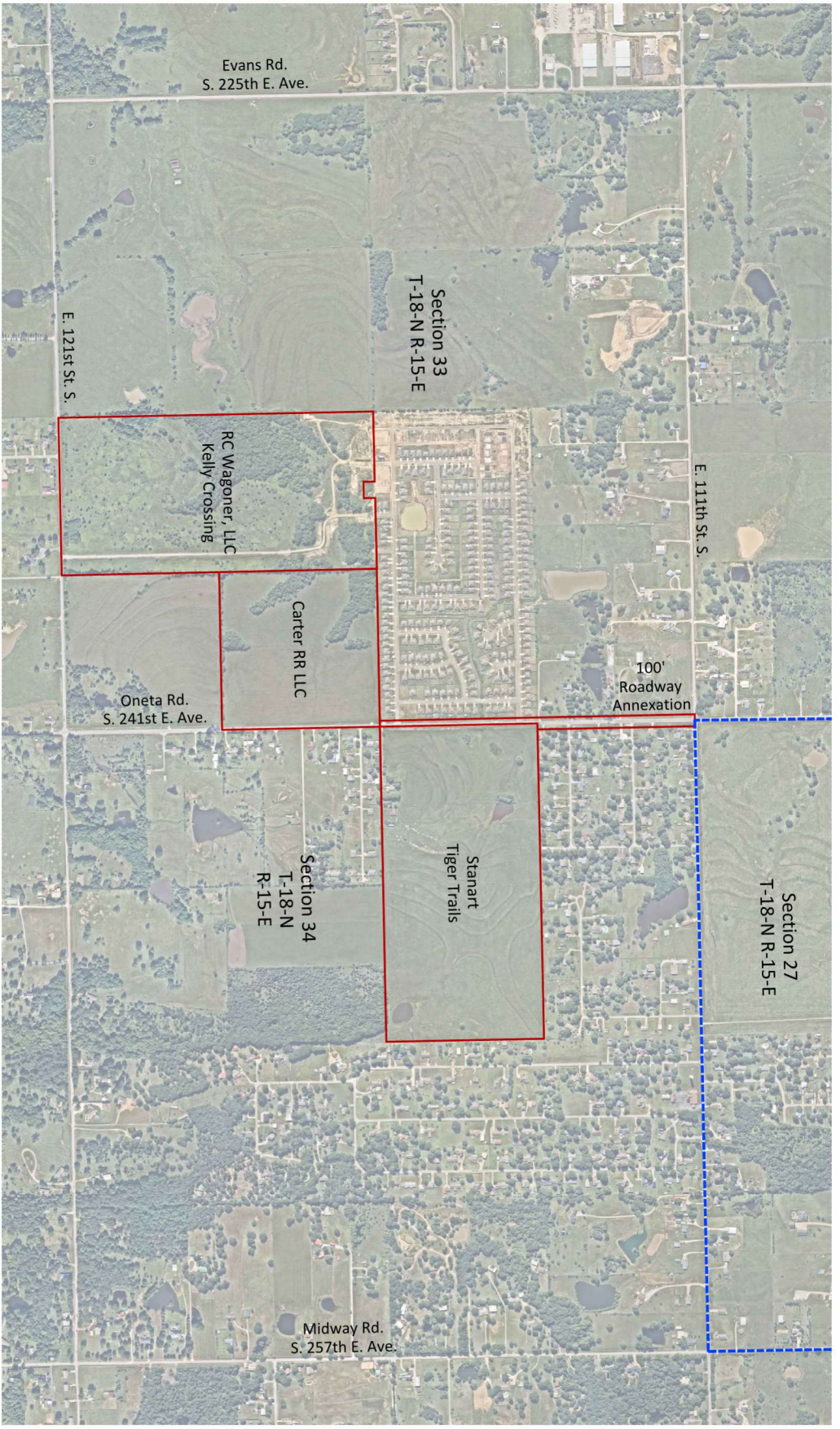
THE NE/4 OF THE SE/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 40 acres - Carter RR LLC

AND

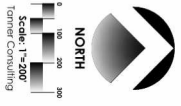
THE WEST 50' OF THE NW/4 OF THE NW/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 1.5 acres - east of South 241st East Avenue (Oneta Road)

AND

THE EAST 50' OF THE NE/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 3 acres - west of South 241st East Avenue (Oneta Road)



EXISTING CITY OF COWETA CITY LIMITS
PROPOSED ANNEXATION AREA



This document is preliminary in nature and is not to be used for final design or construction without the final signed and sealed document.



September 30, 2024

VIA ELECTRONIC MAIL

City of Coweta
Community Development Department
c/o City Council
P.O. Box 850
Coweta, OK 74429

Re: Letter of Consent for Annexation

Dear Councilors:

Carter RR, LLC, sole owner of the following described property (the "Owner"), does hereby consent to annexation of said property into the City of Coweta, Wagoner County, Oklahoma (the "City").

Property legal description (the "Property"):

The Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Thirty-Three (33), Township Eighteen (18) North, Range Fifteen (15) East, Wagoner County, State of Oklahoma.

The Owner is requesting an RS-3 Zoning Classification for said Property which will be used for the following purposes: Single family home development.

Attached to this letter as Exhibit "A" please find a Plat of Survey of the Property, showing all dimensions, easements, improvements and rights-of-way. Attached as Exhibit "B" please find a copy of the General Warranty Deed demonstrating ownership of the Property requested for annexation. The proposed annexation is contiguous to the existing boundaries of the City.

The Owner agrees that this annexation would serve several tangible beneficial purposes for the City. First, the inclusion of the Property within the boundaries of the City opens up additional land for construction of single-family homes to allow for population growth within the City limits, which assists the City with federal funding and bond capabilities to support infrastructure growth.

Further, the City fire department already serves the Property and adjoining road. The Owner's understanding is that the condition of the roads in this area make it very difficult for fire and other emergency service providers to serve the area around the Property. As part of this proposed annexation, a portion of 241st E. Ave. would be annexed into Coweta and the road would be brought to City standards with road improvement contributions from a developer. This would allow both improved traffic flow and infrastructure in the area as well as directly improve the ability of emergency services to serve the area.

Additionally, as you are aware, the utilities in the area are provided by third parties. The inclusion of the Property and the other parcels proposed to be annexed will provide multiple benefits but will not increase any burden on existing City utilities.

Finally, the annexation of the Property is proposed in conjunction with the consent to annexation of the owner of other adjacent property owned by a third party that has also consented to the annexation. The total area proposed to be annexed is 204.5 acres. With both the Owner and the owners of the adjacent parcels consenting to this proposed annexation, the City has the consent of the owners of 200 acres of the 204.5 acres proposed to be annexed, which amounts to the consent of the owners of 98% of the property proposed to be annexed which is well above the statutory requirement for consent.

We look forward to working with the City of Coweta to achieve the annexation and rezoning. Please contact Nathan Cross if you have any questions or concerns.

Sincerely,

OWNER

CARTER RR, LLC

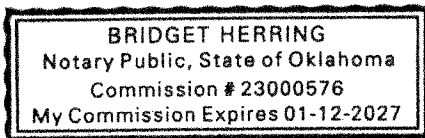
By: Amy R. Carter
Amy R. Carter, Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 30th day of September, 2024
by Amy R. Carter as Manager of Carter RR, LLC.

[SEAL]



Bridget Herring
Notary Public
My Commission Expires: 1/12/2027
Commission No. 23000576



Grantee's Address:

663 Middle River Drive
Ft. Lauderdale, FL 33304

No Documentary Stamps Required
68 O.S. § 3202(3.)

**CORRECTED
SPECIAL WARRANTY DEED**

****This Corrected Special Warranty Deed is being filed to correct the legal description in Special Warranty Deed filed June 19, 2019, in Book 2507, Page 232, in the Office of the County Clerk of Wagoner County, State of Oklahoma.****

THIS INDENTURE, made this 20th day of JANUARY, 2020, but effective as of May 31, 2019, between **John B. Carter, Jr., and Amy R. Carter, husband and wife**, ("Grantors") and **Carter RR, LLC, an Oklahoma limited liability company**, ("Grantee").

WITNESSETH:

THAT in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, receipt of which is hereby acknowledged, **John B. Carter, Jr., and Amy R. Carter, husband and wife**, do by these presents grant, bargain, sell and convey unto **Carter RR, LLC, an Oklahoma limited liability company**, its successors and assigns, the following described real estate situated in Wagoner County, State of Oklahoma, to-wit:

See attached Exhibit A

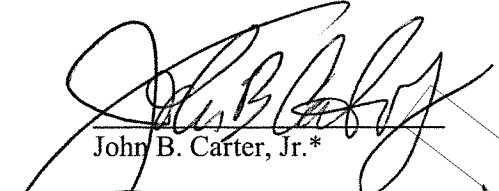
TO HAVE AND TO HOLD, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

AND said Grantors, their successors and assigns, do hereby covenant and agree to and with Grantee that, at the delivery of these presents, it is lawfully seized of an absolute and indefeasible estate in fee simple, of and in, all and singular, the above granted and described real property and improvements thereon, together with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments and encumbrances of whatsoever nature and kind, **EXCEPT**: Easements and building restrictions of record and special assessments not yet due;

AND that Grantor will **WARRANT AND FOREVER DEFEND** the same unto Grantee, its successors and assigns against Grantors, their successors or assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same, by, through, or under the undersigned, but not otherwise.

****This Corrected Special Warranty Deed corrects a scrivener's error in the legal description to state "SE¹/₄ of NW¹/₄ and NE¹/₄ of SW¹/₄ and N¹/₂ of SE¹/₄ of SW¹/₄ of Section 17, Township 17 North, Range 17 East, Wagoner County", (which was previously incorrectly stated as "SW¹/₄ of NW¹/₄ and N¹/₂ of SW¹/₄ of Section 17, Township 17 North, Range 17 East, Wagoner County, Oklahoma").****

IN WITNESS WHEREOF, Grantor has executed or caused to be executed, this instrument the day and year first above written.


John B. Carter, Jr.*

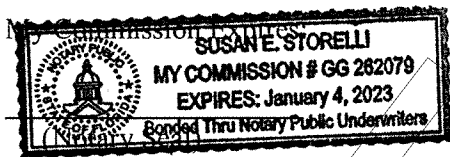

Amy R. Carter*

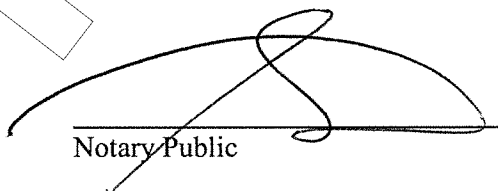
*Husband and Wife

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

(Husband and Wife Acknowledgment)

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2020, by John B. Carter, Jr., and Amy R. Carter, husband and wife.




Notary Public

2020-4619 B: 2570 P: 0607
04/07/2020 01:35:40 PM Pgs: 3
Fee: \$22.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma



Exhibit "A"

WAGONER COUNTY, OKLAHOMA

Township 17 North, Range 17 East:

SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 17

Township 18 North, Range 15 East:

N $\frac{1}{2}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24; AND

NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33

Township 19 North, Range 15 East:

SW $\frac{1}{4}$ of Section 13;

Township 19 North, Range 16 East:

East 10 acres of Lot 2 and SW $\frac{1}{4}$ and Lot 8 of Section 5;

S $\frac{1}{2}$ of Section 22.

2020-4619 B: 2570 P: 0608
04/07/2020 01:35:40 PM Pgs: 3
Fee: \$22.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma



October 2nd, 2024

VIA ELECTRONIC MAIL

City of Coweta
Community Development Department
c/o City Council
P.O. Box 850
Coweta, OK 74429

Re: Letter of Consent for Annexation

Dear Councilors:

Tulsa L Dev., LLC, successor by merger of RC Wagoner, LLC, sole owner of the following described property (the "Owner"), does hereby consent to annexation of said property into the City of Coweta, Wagoner County, Oklahoma (the "City").

Property legal description (the "Property"):

The West Half (W/2) of the Southeast Quarter (SE/4) of Section Thirty-Three (33), Township Eighteen (18). North Range Fifteen (15) East, Wagoner County, State of Oklahoma.

Owner is requesting an RS-3 Zoning Classification for the Property, which will be used for the following purposes: Single family home development.

Attached to this letter as Exhibit "A" please find a Plat of Survey of the Property, showing all dimensions, easements, improvements and rights-of-way. Attached as Exhibit "B" please find a copy of the General Warranty Deed demonstrating ownership of the Property requested for annexation.

The Owner agrees that this annexation would serve several tangible beneficial purposes for the City. First, the inclusion of the Property within the boundaries of the City opens up additional land for construction of single-family homes to allow for population growth within the City limits which assists the City with federal funding and bond capabilities to support infrastructure growth.

Further, the City fire department already serves the Property and adjoining road. The Owner's understanding is that the condition of the roads in this area make it very difficult for fire and other emergency service providers to serve the area around the Property. As part of this proposed annexation, a portion of 241st E. Ave. would be annexed into Coweta and the road would be brought to City standards with road improvement contributions from a developer. This would allow both improved traffic flow and infrastructure in the area as well as directly improve the ability of emergency services to serve the area.

Additionally, as you are aware, the utilities in the area are provided by third parties. The inclusion of the Property and the other parcels proposed to be annexed will provide multiple benefits but will not increase any burden on existing City utilities.

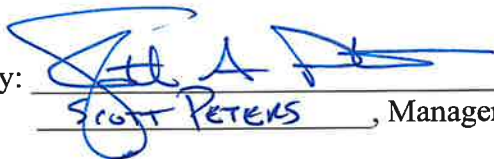
Finally, the annexation of the Property is in conjunction with the proposed annexation of adjacent property owned by a third party that has also consented to the annexation. The total area proposed to be annexed is 204.5 acres. With both the Owner and the owner of the adjacent parcel consenting to this proposed annexation, the City has the consent of the owners of 200 acres of the 204.5 acres proposed to be annexed which amounts to the consent of the owners of 98% of the property proposed to be annexed which is well above the statutory requirement for consent.

We look forward to working with the City of Coweta to achieve the annexation and rezoning. Please contact Nathan Cross at Doerner, Saunders, Daniel & Anderson, LLP, 918.591.5252, ncross@dsda.com, if you have any questions or concerns.

Sincerely,

OWNER

Tulsa L Dev., LLC, successor by merger of
RC Wagoner, LLC

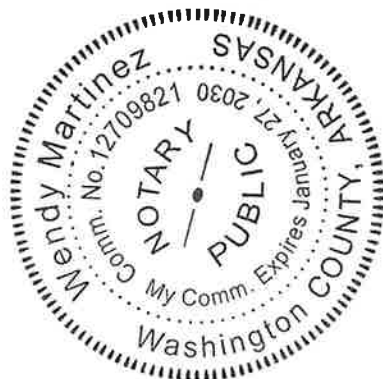
By: , Manager

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 2nd day of October, 2024
by Scott Peters as Manager of Tulsa L Dev., LLC.

[SEAL]




Notary Public
My Commission Expires: 1-27-30
Commission No. 12709821

Doc Stamps: \$1,314.00
Buyer Mailing Address: PO Box 10560, Fayetteville, AR 72703

2017-10559 Book: 2379 pg: 287
8/16/2017 1:46 PM pgs: 287 - 288
Fees: \$15.00 Doc: \$1,314.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

WARRANTY DEED

That **Dunham Six, LLC**, Party of the first part, in consideration of the sum of **TEN & NO/100THS DOLLARS-----(\$10.00)-----** and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto

RC Wagoner, LLC,
party of the second part, the following described real property and premises situate in **Wagoner County, State of Oklahoma**, to-wit:.

W/2 of SE/4 of Section 33, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma

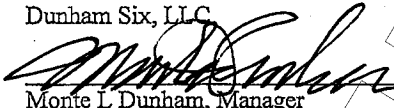
together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part of the second part, heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

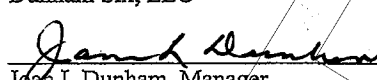
EXCEPT covenants, conditions, easements and restrictions of record.

Signed and delivered this 08/15/2017.

Dunham Six, LLC


Monte L Dunham, Manager

Dunham Six, LLC


Jean L Dunham, Manager

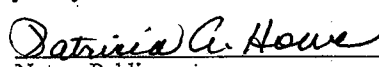
Return To:
Main Street Title Co, LLC
9175 S. Yale Ave., Ste. 101
Tulsa, OK 74137
File # 11003017

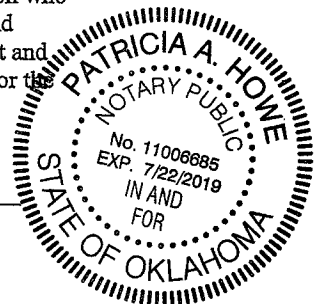
ACKNOWLEDGMENT-OKLAHOMA FORM

STATE OF OKLAHOMA)
)ss.
COUNTY OF Tulsa)

On this 8-15-2017, before me, a Notary Public, in and for said County and State, personally appeared Monte L Dunham, to me known to be the identical person who executed the within and foregoing instrument as Manager of Dunham Six, LLC, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the purposes therein set forth.

Given under my hand and seal the day and year last above written.


Notary Public



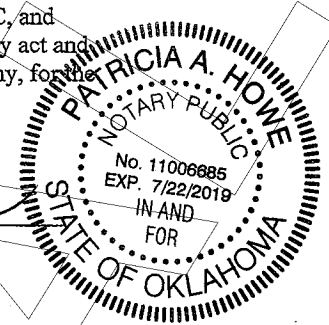
ACKNOWLEDGMENT-OKLAHOMA FORM

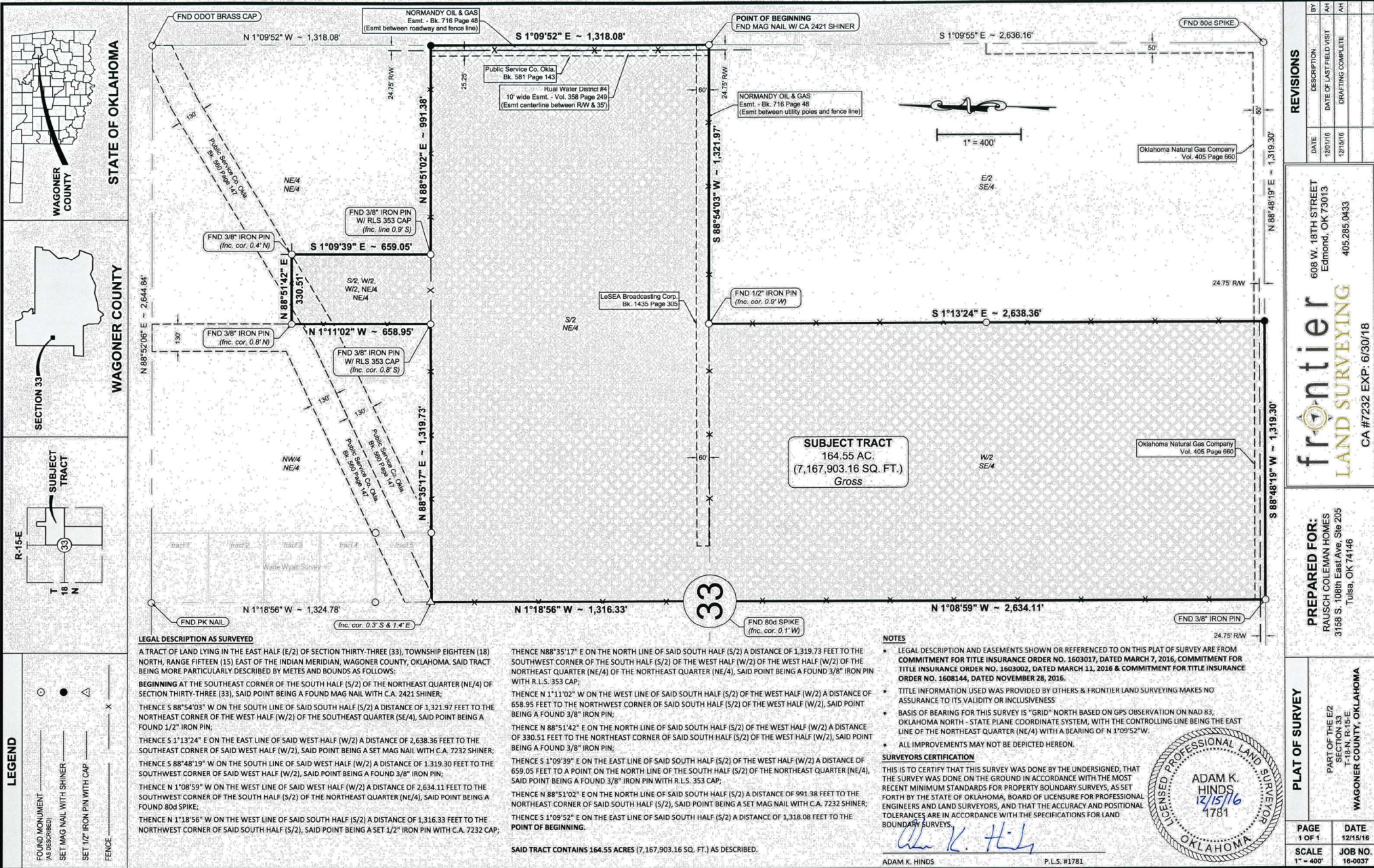
STATE OF OKLAHOMA)
)ss.
COUNTY OF Tulsa)

On this 08/15/17, before me, a Notary Public, in and for said County and State, personally appeared Joan L Dunham, to me known to be the identical person who executed the within and foregoing instrument as Manager of Dunham Six, LLC, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the purposes therein set forth.

Given under my hand and seal the day and year last above written.

Patricia A. Howe
Notary Public





October 1, 2024

VIA ELECTRONIC MAIL

City of Coweta
Community Development Department
c/o City Council
P.O. Box 850
Coweta, OK 74429

Re: Letter of Consent for Annexation

Dear Councilors:

Donna Stanart, Stanley Stanart, and Glen Stanart, sole owners of the following described property (the “Owners”), do hereby consent to annexation of said property into the City of Coweta, Wagoner County, Oklahoma.

Property legal description (collectively, the “Property”):

The South Half (S/2) of the Northwest Quarter (NW/4) of Section Thirty-Four (34), Township Eighteen (18) North, Range Fifteen (15) East, Wagoner County, State of Oklahoma (“Lot 2”).

Owners are requesting an RS-3 Zoning Classification for the Property, which will be used for the following purposes: Single family home development.

Attached to this letter as Exhibit “A” please find a Plat of Survey of the Property, showing all dimensions, easements, improvements and rights-of-way. Attached as Exhibit “B” please find a copy of the General Warranty Deed demonstrating ownership of the Property requested for annexation.

The Owners agree that this annexation would serve several tangible beneficial purposes for the City. First, the inclusion of the Property within the boundaries of the City opens up additional land for construction of single-family homes to allow for population growth within the City limits which assists the City with federal funding and bond capabilities to support infrastructure growth.

Further, the City fire department already serves the Property and adjoining road. The Owner’s understanding is that the condition of the roads in this area make it very difficult for fire and other emergency service providers to serve the area around the Property. As part of this proposed annexation, a portion of 241st E. Ave. would be annexed into Coweta and the road would be brought to City standards with road improvement contributions from a developer. This would allow both improved traffic flow and infrastructure in the area as well as directly improve the ability of emergency services to serve the area.

Additionally, as you are aware, the utilities in the area are provided by third parties. The inclusion of the Property and the other parcels proposed to be annexed will provide multiple benefits but will not increase any burden on existing City utilities.


 Notary Public
 My Commission Expires: 11/02/2027
 Commission No. 11010002

Stanley Stanart
Stanley Stanart

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 01 day of October, 2024
by Stanley Stanart.

[SEAL]



[Signature]
Notary Public
My Commission Expires: 06/09/2027
Commission No. 134400165

Glen Stanart
Glen Stanart

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

This instrument was acknowledged before me on this 1st day of October,
2024 by Glen Stanart.

[SEAL]



Teshina Gardner
Notary Public
My Commission Expires: 9-11-2027
Commission No. 23012277



2014-3046 Book: 2143 pg: 317
3/25/2014 11:34 AM pgs: 317 - 318
Fees: \$15.00 Doc: \$0.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

Personal Representatives' Deed

KNOW ALL MEN BY THESE PRESENTS:

THAT Mark Stanart and Stanley Stanart, Co-Personal Representative's of the estate of Vesta Lee Stanart, a/k/a Vesta V. Stanart, deceased, hereinafter call Grantors, pursuant to the "Order Pursuant to 58 O.S. §239," entered on the 30th day of July 2013, in the District Court in and for Wagoner County, case numbered PB-2013-56, and styled In the Matter of the Estate of Vesta Lee Stanart, a/k/a Vesta V. Stanart, deceased, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Mark Stanart, Stanley Stanart and Glen Stanart, an undivided one-third interest to each, as tenants in common, Grantees, 25848 Willow Street, Broken Arrow, OK 74014, as hereinafter set out.

WITNESSETH: That in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, receipt whereof is hereby acknowledged, said Grantors do by these presents grant, bargain sell and convey unto the Grantees, an undivided one-third interest to each, as tenants in common, the entire fee simple title, to the following described real estate situated in Wagoner County, Oklahoma, to wit:

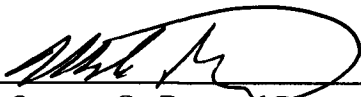
The S/2 of the NW/4 of Section 34, Township 18 North,
Range 15 East of the Indian Meridian, Wagoner County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And the said party Grantors, hereby covenant, promise and agree to and with said Grantees, at the delivery of these presents that Grantors are lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular, the above granted and described premises, with appurtenances: that the same are free clear and discharged and unencumbered of and from all former and other grants, titles, charges, judgments, estates, taxes, assessments and encumbrances of whatsoever nature and kind, **EXCEPT:** Easements and building restrictions of record and special assessments not yet due; and that Grantors will **WARRANT AND FOREVER DEFEND** the same unto said Grantees, their heirs, successors and assigns against said Grantors, its heirs successors and assigns, and all and every person or persons whomsoever lawfully claiming, or to claim the same.

IN WITNESS WHEREOF, Grantors have executed or caused to be executed, this instrument the day and year first above written.

WITNESS my hand on this the 28th day of January 2014.


Mark Stanart, Co-Personal Representative


Stanley Stanart, Co-Personal Representative

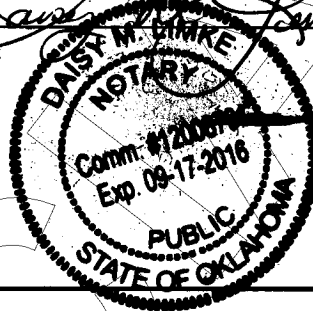
STATE OF OKLAHOMA)

COUNTY OF Tulsa)

ss

The above and foregoing instrument was acknowledged before me on this the 28th day of January 2014, by Mark Stanart, Co-Personal Representative of the estate of Vesta Lee Stanart, a/k/a Vesta V. Stanart, deceased.

[Signature]
Notary Public



My commission number: 12008791

My commission expires: 9-17-16

(S E A L)

STATE OF Texas)

COUNTY OF Harris)

ss

The above and foregoing instrument was acknowledged before me on this the 18 day of ~~January~~ March 2014, by Stanley Stanart, Co-Personal Representative of the estate of Vesta Lee Stanart, a/k/a Vesta V. Stanart, deceased.

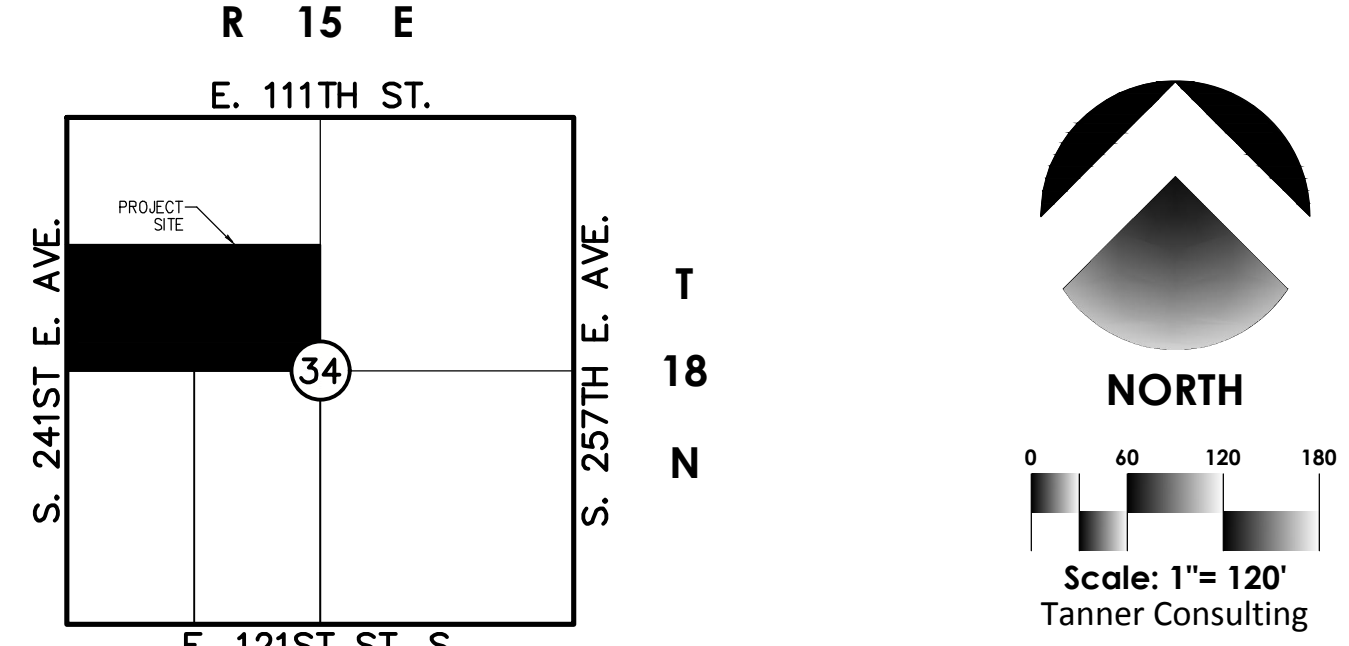
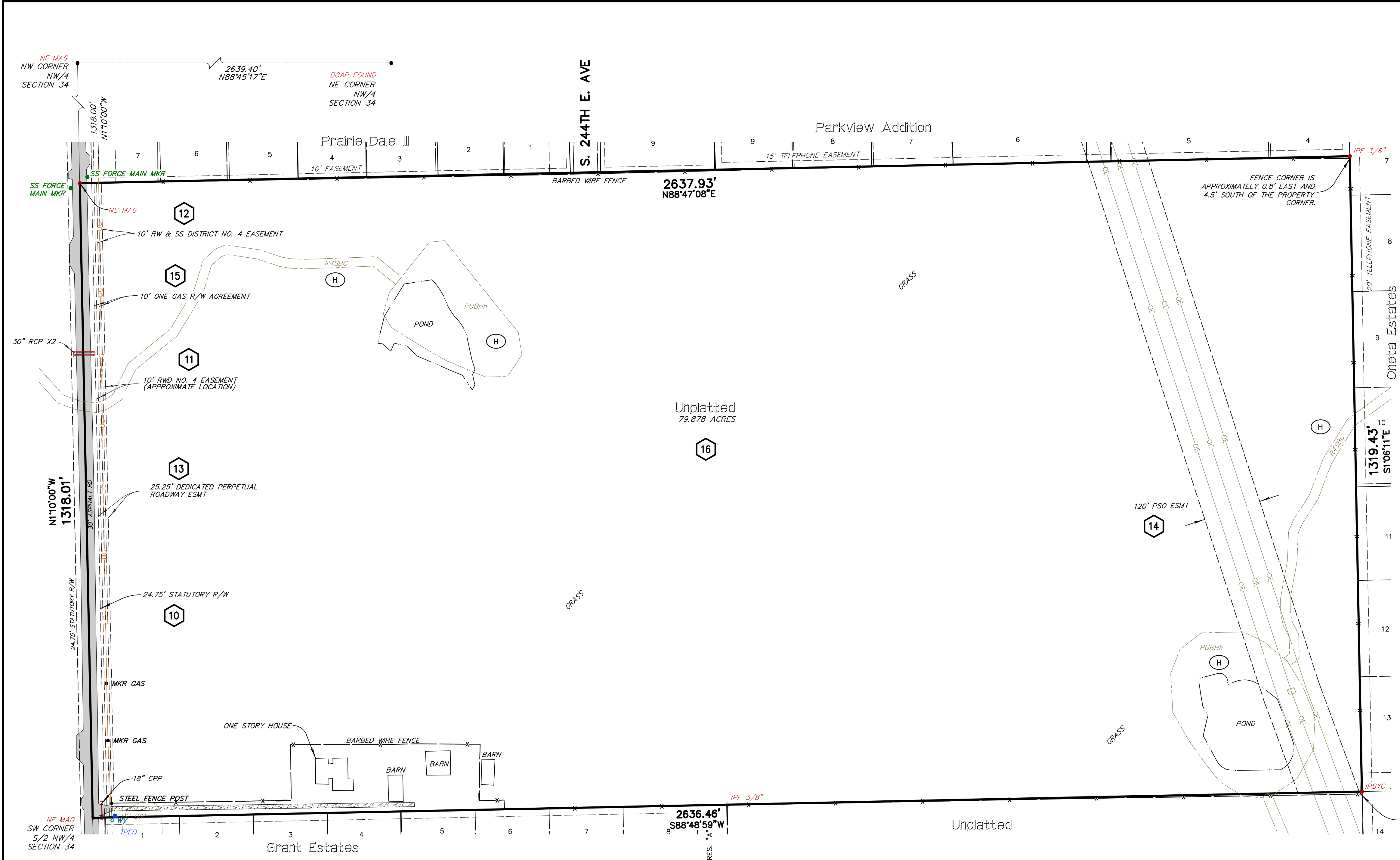
[Signature]
Notary Public

My commission number: _____

My commission expires: _____

(S E A L)





Legend			
CPP	CORRUGATED PLASTIC PIPE	R/W	RIGHT OF WAY
ESMT	EASEMENT	TPED	TELEPHONE PEDESTAL
PH	FIRE HYDRANT	UC	UNDERGROUND CABLE
FO	FIBER OPTIC	UG	UNDERGROUND GAS LINE
IPF	IRON PIN FOUND	UE	UNDERGROUND ELECTRIC
IPFYC	IRON PIN FOUND WITH YELLOW CAP	UT	UNDERGROUND TELEPHONE
IPSYC	IRON PIN SET WITH YELLOW CAP	U/E	UTILITY EASEMENT
MKR	MARKER	WL	WATERLINE
NF	NAIL FOUND	WM	WATER METER
NS	NAIL SET	WV	WATER VALVE
OE	OVERHEAD ELECTRIC	XFMR	TRANSFORMER
PP	POWER POLE		

ALTA/NSPS Land Title Survey

S/2 NW/4, Section 34

Township 18N, Range 15E

City of Broken Arrow, Wagoner County, Oklahoma

Title Commitment Exceptions

- SECTION LINE ROAD EASEMENT CREATED UNDER THE ACT OF JUNE 30, 1902, 32 STAT. 500 (CREEK INDIAN TREATY) AND ANY RIGHTS THEREIN GRANTED TO OTHERS BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY IN WHICH THE LAND IS LOCATED OR BY THE CITY IN WHICH THE LAND IS LOCATED. **AFFECTS SUBJECT TRACT AS SHOWN HEREON**
- RIGHT-OF-WAY EASEMENT IN FAVOR OF RURAL WATER DISTRICT NO. 4 WAGONER COUNTY, OKLAHOMA, RECORDED IN BOOK 461, PAGE 697. **DUE TO VAGUE DESCRIPTION EASEMENT AFFECTS SUBJECT TRACT GENERALLY AS SHOWN HEREON**
- EASEMENT IN FAVOR OF RURAL WATER AND SEWER DISTRICT NO. 4 WAGONER COUNTY RECORDED IN BOOK 1171, PAGE 397. **AFFECTS SUBJECT TRACT AS SHOWN HEREON**
- EASEMENT FOR PUBLIC HIGHWAY IN FAVOR OF THE COUNTY OF WAGONER RECORDED IN BOOK 2314, PAGE 443. **AFFECTS SUBJECT TRACT AS SHOWN HEREON**
- RIGHT-OF-WAY EASEMENT IN FAVOR OF PUBLIC SERVICE COMPANY OF OKLAHOMA RECORDED IN BOOK 340, PAGE 368. **AFFECTS SUBJECT TRACT AS SHOWN HEREON**
- RIGHT OF WAY AGREEMENT RECORDED IN BOOK 871, PAGE 578, ASSIGNED TO ONE GAS, INC. BY ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS RECORDED IN BOOK 2135, PAGE 434. **AFFECTS SUBJECT TRACT AS SHOWN HEREON**
- ORDER CONCERNING RURAL WATER DISTRICT NO. 4 IN WAGONER COUNTY AND RURAL WATER, SEWER AND SOLID WASTE MANAGEMENT DISTRICT NO. 4, WAGONER COUNTY RECORDED IN BOOK 662, PAGE 539. **AFFECTS SUBJECT VIA BLANKET**

Survey Notes

- ALL EASEMENTS AND RIGHTS-OF-WAY CONTAINED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FOR TITLE INSURANCE, COMMITMENT NO. 2204-0070-68, EFFECTIVE DATE: MAY 12, 2022 AT 5:01 P.M., ARE SHOWN OR NOTED HEREON.
- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. **NOTE:** SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
- 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:
 - MAGNETIC NAIL FOUND AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 34;
 - MAGNETIC NAIL FOUND AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION 34;THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 1°10'00" WEST.
- SUBJECT PROPERTY CONTAINS 3,477,720 SQUARE FEET OR 79.838 ACRES.
- ACCESS TO SUBJECT PROPERTY IS PROVIDED BY VIRTUE OF SOUTH 241ST EAST AVENUE, BEING A PUBLIC ROAD, AS OBSERVED AT THE TIME OF SURVEY.
- THIS SURVEY MEETS OR EXCEEDS 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 MONUMENTS SET ARE 3/8" IRON PINS WITH YELLOW CAP STAMPED "TANNER 1435" UNLESS OTHERWISE NOTED.
- WETLANDS DELINEATIONS SHOWN HEREON ARE AS IMPORTED FROM NATIONAL WETLANDS INVENTORY WEB SITE ON MAY 16, 2022, (www.fws.gov/wetlands/data/mapper) AND IS FOR INFORMATIONAL PURPOSES ONLY. NO FIELD DELINEATION OF WETLANDS BY A QUALIFIED SPECIALIST WAS CONDUCTED AT THE TIME OF SURVEY.
- SUBJECT TRACT IS LOCATED WITHIN ZONE X, , ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NUMBER 40145C0115J, EFFECTIVE DATE: APRIL 17, 2012.

Legal Description as Provided

SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, OKLAHOMA

Surveyor's Statement

TO:

TULSA L DEV., LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
AMERICAN EAGLE TITLE GROUP, L.L.C.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 7, 8, 9, 10, 11, 16, & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MAY 11, 2022.

THAT THIS SURVEY IS TRUE AND ACCURATE, AND THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 16TH DAY OF JUNE, 2022.



BY: DAN E. TANNER, PLS
OKLAHOMA PLS NO. 1435

The enclosed information includes an Application and a Sample Letter of Consent.

CITY OF COWETA
APPLICATION FOR ANNEXATION

DATE REC'D _____ APP. TAKEN BY _____ COMM. MTG.
DATE _____
STR _____ WARD DISTRICT _____ TRACT SIZE _____ FEE _____ REC.
NO. _____

Applicant Information

NAME(S): Nathan Cross of Doerner Saunders Daniel & Anderson, LLP

PHONE: 918.591.5252

ADDRESS: 2 West 2nd Street

CITY: Tulsa

ZIP: 74103

ADDRESS/LOCATION OF PROPERTY TO BE ANNEXED: See attached legal description at Exhibit "A"

NAME OF OWNER(S) IF DIFFERENT FROM APPLICANT: RC Wagoner, LLC; Carter RR, LLC; Glen Stanart, Stanley Stanart, and Mark Stanart

ADDRESS OF

OWNER: 4005 NW Expressway, Suite 110E CITY: Oklahoma City

ZIP: 73116

DOES OWNER CONSENT TO THIS APPLICATION

Yes

No

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:

See attached Exhibit "A".

APPLICATIONS MUST INCLUDE A PLAT OF SURVEY BY A REGISTERED LAND SURVEYOR AND A COPY OF A DEED OF OWNERSHIP RECORDED WITH WAGONER COUNTY.

SIGNATURE OF APPLICANT _____ DATE _____

FOR OFFICE USE:

Field Check _____ Date _____ Plat _____ Deed _____ Flood Plain _____

Zoning: existing _____ proposed _____ Structures on tract _____ Use Unit _____

TAC _____ Commission Dates: introduced/read _____ approved _____ publication _____ County Clerk _____

NOTIFICATION: FIRE AMBULANCE POLICE INCOG COUNTY ENG. 911
HEALTH

OTHERS: _____

Exhibit “A”

City of Coweta Annexation Areas

THE W/2 OF THE SE/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 80 acres - RC Wagoner, LLC (Kelly Crossing)

AND

THE S/2 OF THE NW/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 80 acres - Stanart Family (Tiger Trails)

AND

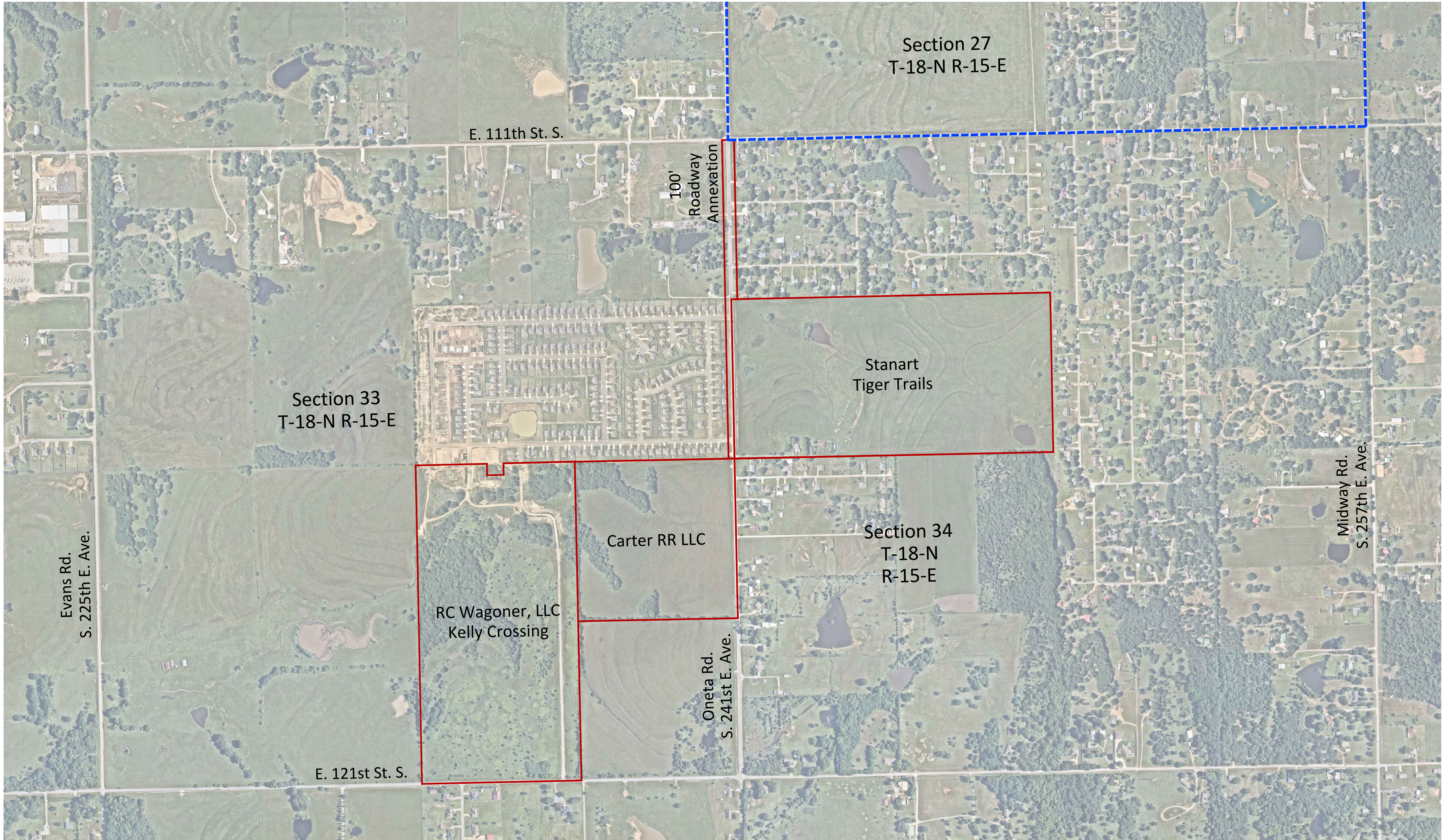
THE NE/4 OF THE SE/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 40 acres - Carter RR LLC

AND

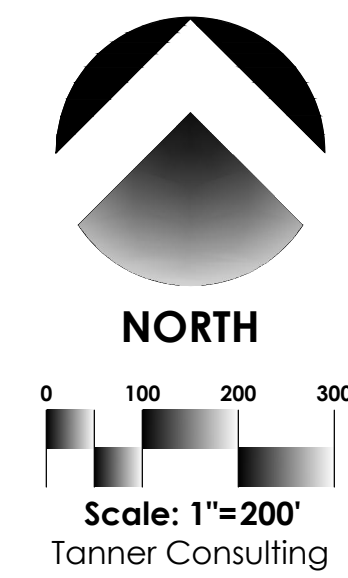
THE WEST 50' OF THE NW/4 OF THE NW/4 of SECTION 34, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 1.5 acres - East side of Oneta

AND

THE EAST 50' OF THE NE/4 OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA 3 acres - West side of Oneta



EXISTING CITY OF COWETA CITY LIMITS
PROPOSED ANNEXATION AREA



This document is preliminary in nature and is not a final, signed and sealed document.

Tanner Consulting LLC
CIVIL ENGINEERING | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING
5323 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105-6539
OFFICE: 918-745-9929

Annexation Exhibit
Coweta, Oklahoma