

AGENDA
BOARD OF CITY COMMISSIONERS
OCTOBER 21, 2024 AT 6:00 PM
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of Shawnee Police Department Communications Manager Christina Brown for receiving the Certification as Emergency Number Professional (ENP).
2. Recognition of the Shawnee Twin Lakes Master Plan as the American Planning Association (APA) Oklahoma Chapter's Outstanding Plan.
3. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

4. Consider approval of Consent Agenda:
 - a. Minutes from the September 16, 2024, regular meeting.
 - b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the September 4, 2024, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the August 15, 2024, regular meeting.
 - License Payment Report for September 2024.
 - Project Payment Report for September 2024.
- c. Mayor Appointments:
- Shawnee Beautification, Parks, and Recreation Committee
 Raymond Lutomski Jr 1st Partial Term Expires: May 1, 2025
Replaces Chantal Dubois - Resigned
- d. Lake Lease Transfer:
- Magnino Tract Lot 9, 16724 Clearpond Rd
 From: Randall Hill
 To: Dianna M. Jones
- e. Acknowledge the City of Shawnee Holiday Schedule for 2025.
- f. Approval of the Calendar Year 2025 Schedule of Regular Meetings for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.
- g. Acknowledge receipt of the Pioneer Library System's Revised Budget for July 1, 2024, through June 30, 2025.
- h. Acknowledge receipt of the Pioneer Library System Audit for Fiscal Year Ended June 30, 2024.
- i. Acceptance of Heritage Plains public infrastructure and placing the maintenance bonds into effect.
- j. Acknowledge Change Order No. 1 for Marie Drive Water Main Project.
- k. Acknowledge Change Order No. 3 for Traffic Signal Storm Damage Repair Project.

1. Acknowledge Amendment to Purchase Order 24-2797-R1 for the Rebuilding of the Announcer Stand at the Heart of Oklahoma Exposition Center.
5. Presentation of the Pet of the Month by Animal Control.
6. Consideration of an appointment of a City Commissioner to the Shawnee Senior Citizens Advisory Board.
7. Consideration of the acceptance of a grant from the Avedis Foundation for Splash Pads at Optimist and Boy Scout Parks.
8. Consideration of a resolution of support for the appointment of Andrea Weckmueller-Behringer to the Oklahoma Municipal League Regional Council; declaring said appointment to be for the benefit of the City of Shawnee and other municipalities within the district; declaring the mission of the Oklahoma Municipal League to be for the public purpose.
9. Consideration of an appeal of the administrative order regarding property located at 1320 North Market Avenue.
10. Consideration of the adoption of the Engineering Design Manual.
11. Consideration of the adoption of the Shawnee Standard Construction Details.
12. Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 24, "Streets and Sidewalks"; and also providing for repealer, codification, and severability.
13. Consideration of a resolution updating the City Fee Schedule by amending portions of Chapter 24, "Streets and Sidewalks", of the Shawnee Municipal Code.
14. Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 26, "Utilities", and also providing for repealer, codification, and severability.
15. Consideration of a resolution updating the City Fee Schedule by amending portions of Chapter 26, "Utilities", of the Shawnee Municipal Code; and providing for the re-adoption of the City Fee Schedule in whole.

16. Consideration of a resolution to accept a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center; specifically related to office furniture.
17. Consideration of a resolution to accept a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center; specifically related to training.
18. Consideration of a resolution to accept a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center; specifically related to GIS support and maintenance.
19. Consideration of approval of an updated Citizen Participation Plan for the Community Development Block Grant program.
20. Public hearing for a request to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).
Case No. RZ03-24 | Applicant: Gerona Fowler
21. Consideration of an Ordinance to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).
Case No. RZ03-24 | Applicant: Gerona Fowler
22. Public hearing of a request to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ04-24 | Applicant: Rueben Peltier Properties (Nick Atwood, Attorney)
23. Consideration of a request for a Final Plat for Union Square Addition.
Case No. FPL05-24 | Applicant: Royal Land Properties, LLC
24. Consideration of the following budget amendments for Fiscal Year 2024 – 2025:
 - a. Donations Fund - Fund 706 - to appropriate prior year donations for use in Fiscal Year 2024-2025 for costs associated with the Fire Clown Program.
 - b. Donations Fund - Fund 706 - to appropriate prior and current year donations received by the Parks and Recreation Department for use in Fiscal Year 2024-2025 for the costs associated with the Fitness Program.

- c. Capital Improvement Fund - Fund 301 - to appropriate a grant award from the Avedis Foundation for Splash Pads at Optimist Park and Boy Scout Park in the amount of \$191,000.00.

25. Acknowledge Monthly Sales Tax and Budget Reports.

26. Administrative Report(s):

- a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Report - Kimberly Smith, Finance Director
- b. Chapter 22 "Planning and Development" Fee Update - Rian Harkins, Community Development Director

27. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

28. Commissioners Comments

29. Consider an executive session to discuss a confidential personnel investigation pursuant to 25 O.S. § 307 (B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

30. Consider an executive session to discuss annual evaluation of the City Manager pursuant to 25 O.S. § 307 (B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

31. Consider an executive session in accordance with 25 O.S. § 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding the ACLU.

32. Consider an executive session in accordance with 25 O.S. § 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action, if the public body, with the advice of its attorney, determines that disclosure will seriously impair the

ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Shawnee Mission Plaza, LLC vs. Eric Stephens, Mayor, City of Shawnee, et al., Pottawatomie County District Court, Case No. CV-24-160.

33. Consider matters discussed in executive session to discuss a confidential personnel investigation pursuant to 25 O.S. § 307 (B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."
34. Consider matters discussed in executive session regarding discussion of annual evaluation of the City Manager pursuant to 25 O.S. § 307 (B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."
35. Consider matters discussed in executive session in accordance with 25 O.S. §307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding the ACLU.
36. Consider matters discussed in executive session in accordance with 25 O.S. §307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Shawnee Mission Plaza, LLC vs. Eric Stephens, Mayor, City of Shawnee, et al., Pottawatomie County District Court, Case No. CV-24-160.
37. Adjournment

Respectfully submitted,



Lisa Lasyone, MMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If

participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



Certificate of Recognition

PRESENTED TO

CHRISTINA BROWN

ON THIS 21ST DAY OF OCTOBER, 2024, ON BEHALF OF THE CITY OF SHAWNEE
TO ACKNOWLEDGE HER CERTIFICATION AS

ENP

Emergency Number Professional

ERIC STEPHENS, MAYOR

LISA LASYONE, MMC, CITY CLERK



Certificate of Recognition

ON THIS 21ST DAY OF OCTOBER, 2024, TO THE CITY OF SHAWNEE DEPARTMENTS OF
COMMUNITY DEVELOPMENT & TOURISM

TO ACKNOWLEDGE THEIR EFFORTS IN DEVELOPING THE

SHAWNEE TWIN LAKES MASTER PLAN

RECOGNIZED AS THE OKLAHOMA CHAPTER - AMERICAN PLANNING ASSOCIATION

Outstanding Plan

ERIC STPEHENS, MAYOR

LISA LASYONE, MMC, CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

SEPTEMBER 16, 2024 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Monday, September 16, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, September 12, 2024, at 5:45 P.M. Mayor Bolt presided and Ms. Manuela Parada called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1 - Vice Mayor

Cami Engles
Commissioner Ward 2

Chris Odneal
Commissioner Ward 3

Ashley Fichtner
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

Mr. Phil Solinger, Mr. David Dinsmore, Mr. Rob Morris, and Ms. Cyndi Berger spoke during Citizens Participation.

2. Consider approval of the Minutes from the August 14, 2024, Special Call meeting and the August 19, 2024, regular meeting.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Fichtner, to approve the Minutes from the August 14, 2024, Special Call meeting and the August 19, 2024, regular meeting. Motion carried 7-0-0.

AYE: Matthews, Fichtner, Sehorn, Richter, Engles, Odneal

NAY: None

ABSTAIN: None

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (6:16 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (6:21 P.M.)

3. Consider a Resolution expressing appreciation to Cami Engles as
Commissioner of Ward Two of the City of Shawnee.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve a Resolution expressing appreciation to Cami Engles as Commissioner of Ward Two of the City of Shawnee.

Resolution No. 6750 was introduced.

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING
SERVICE OF CAMI ENGLAS AS COMMISSIONER OF WARD TWO OF THE
CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID
RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY
OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF
BE PRESENTED TO THE SAID CAMI ENGLAS.

Motion carried 6-0-1.

AYE: Matthews, Sehorn, Richter, Odneal, Bolt, Fichtner

NAY: None

ABSTAIN: Engles

4. Consider a Resolution expressing appreciation to Ed Bolt as Commissioner of

Ward One and Mayor of the City of Shawnee.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve a Resolution expressing appreciation to Ed Bolt as Commissioner of Ward One and Mayor of the City of Shawnee.

Resolution No. 6751 was introduced.

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF ED BOLT AS COMMISSIONER OF WARD ONE AND MAYOR OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID ED BOLT.

Motion carried 7-0-0.

AYE: Sehorn, Engles, Odneal, Bolt, Fichtner, Richter, Matthews

NAY: None

ABSTAIN: None

5. Presentation of Resolutions of Appreciation to Commissioner Cami Engles and Mayor Ed Bolt.

Mayor Bolt presented the Resolution of Appreciation to Commissioner Cami Engles. Vice Mayor Matthews presented the Resolution of Appreciation to Mayor Ed Bolt.

6. Swearing in of Mayor Eric Stephens and Ward Two Commissioner Greta Madson.

City Clerk Lisa Lasyone swore in Mayor Eric Stephens and Ward Two Commissioner Greta Madson.

7. Presentation of Certificates of Election to Mayor Eric Stephens and Ward Two Commissioner Greta Madson.

Mayor Bolt presented Certificates of Election to Mayor Eric Stephens and Ward Two Commissioner Greta Madson.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR

FOR RECEPTION FOR OUTGOING AND INCOMING COMMISSIONERS
(6:37 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:03 P.M.)

8. Commission Appointment of a Vice Mayor (Per Article III, Section 6 of the City Charter).

Discussion was held among the Commission.

A motion was made by Commissioner Sehorn, seconded by Commissioner Fichtner, to appoint Commissioner Matthews as Vice Mayor. Motion carried 6-0-1.

AYE: Sehorn, Fichtner, Richter, Madson, Odneal, Stephens

NAY: None

ABSTAIN: Matthews

9. Consider approval of Consent Agenda:

a. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the August 7, 2024, regular meeting.
- Shawnee Beautification, Parks, and Recreation Committee Minutes from the June 20, 2024, regular meeting.
- Shawnee Senior Citizens Advisory Board Minutes from the February 13, 2024, regular meeting.
- Board of Adjustment Minutes from the June 20, 2024, and July 18,

2024, regular meetings.

- License Payment Report for August 2024.
- Project Payment Report for August 2024.

b. Lake Lease Transfer:

- Magnino A Lot 1, 17000 Magnino Rd
From: Jennifer Massey
To: Kyle and Brea Haustveit

- c. Authorize a Right-Of-Way Easement to be given to Canadian Valley Electric Cooperative, Inc., to serve an existing City Lake Lot Lease at Shawnee Twin Lakes.
- d. Authorize a Right-of-Way Easement to be given to Oklahoma Gas and Electric Company, to serve property located in the Northwest Quarter of Section 7, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma.
- e. Authorize an Amendment to the Owner's Representative task order for Independence Water Line (C-23-02), Thompson Heights Water Line (C-23-05) and Sewer Pipe Bursting (C-23-08) with Freese and Nichols Inc.
- f. Approve grant application process for the Edward Byrnes Memorial Grant in the sum of \$14,347.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff's Office.

- g. Acknowledge the resignation of Chantal Dubois from the Shawnee Beautification, Parks, and Recreation Committee.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to approve Consent Agenda Item Nos. 9(a-g). Motion carried 7-0-0.

AYE: Matthews, Odneal, Stephens, Fichtner, Sehorn, Richter, Madson

NAY: None

ABSTAIN: None

10. Presentation of the Pet of the Month by Animal Control.

Animal Control Officer Theresa Touchet introduced Kat Kat, an approximately eight to ten (8-10) week old cat.

11. Mayor's Proclamation(s)

- a. "Patriot Day and National Day of Service and Remembrance", September 11, 2024

Mr. Don Plumley, with the Veterans of Foreign Wars, accepted the Mayor's Proclamation for "Patriot Day and National Day of Service and Remembrance" from Mayor Stephens.

- b. "National POW/MIA Recognition Day", September 20, 2024

Mr. Don Plumley, with the Veterans of Foreign Wars, accepted the Mayor's Proclamation for "National POW/MIA Recognition Day" from Mayor Stephens.

- c. "National Diaper Awareness Week", September 23 – 29, 2024

Ms. Lacey Holt, Legacy Parenting Executive Director, accepted the Mayor's Proclamation for "National Diaper Awareness Week" from Mayor Stephens.

12. Swearing in of Kimberly Smith as City Treasurer.

City Clerk Lisa Lasyone swore in Kimberly Smith as City Treasurer.

13. Presentation of the Fiscal Year 2022-2023 Annual Comprehensive Financial

Report and Single Audit Report.

City Manager Andrea Weckmueller-Behringer stated that Arledge & Associates issued an Independent Auditor's Report to accompany the City's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2023. Concurrently, Arledge & Associates issued a Single Audit Report for the fiscal year ended June 30, 2023, related to federal assistance programs. She introduced Mr. Kency Duarte with Arledge & Associates to present the ACFR and Single Audit Report.

Mr. Duarte provided a presentation on the Fiscal Year 2022-2023 ACFR and Single Audit Report. The annual reports contain the following audit opinions:

- Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023.
 - Unmodified Opinion – Financial statements are presented fairly, in all material respects, and conform with Generally Accepted Accounting Principles (GAAP)
- Single Audit Report for the fiscal year ended June 30, 2023.
 - Unmodified Opinion – For its Major Federal Programs, the City has complied, in all material respects, with the compliance requirements of the Uniform Guidance.

14. Consideration of a Task Order in accordance with the Agreement between the City of Shawnee and Del Sol Consulting, Inc. for services related to the April 19, 2023, Storm event.

Emergency Management Director Rachelle Erickson stated that the proposed Task Order would be the fourth under the Consulting Agreement with Del Sol Consulting. It includes a not-to-exceed (NTE) provision of Five Hundred Thousand Dollars (\$500,000.00) and provides that the consultant will perform the following services through June of 2025:

- Consulting for all FEMA categories
- Consulting for all insurance claims related to the storm event
- Program and Project Management for all State and/or Federally funded projects
- Construction Management for all State and/or Federally funded projects
- Consulting for direct administrative tasks related to the storm event

Discussion was held between the Commission and Staff.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve a Task Order in accordance with the Agreement between the City of Shawnee and Del Sol Consulting, Inc. for services related to the April 19, 2023, Storm event. Motion carried 7-0-0.

AYE: Matthews, Sehorn, Richter, Madson, Odneal, Stephens, Fichtner

NAY: None

ABSTAIN: None

15. Consideration of an agreement with Safe Events for Families for the production and management of Shawnee's Christmas Parade of Lights.

City Manager Andrea Weckmueller-Behringer stated that Safe Events for Families (SEFF) has submitted a proposed agreement to provide management services to produce, coordinate, and manage all aspects of the City's desired "Parade of Lights" and related annual Christmas festivities. The proposed Agreement amount is Fifty Thousand Dollars (\$50,000.00). Mr. Dell Kerbs with SEFF answered questions from the Commission.

A motion was made by Commissioner Richter, seconded by Commissioner Madson, to approve an agreement with Safe Events for Families for the production and management of Shawnee's Christmas Parade of Lights. Motion carried 7-0-0.

AYE: Richter, Madson, Odneal, Stephens, Fichtner, Sehorn, Matthews

NAY: None

ABSTAIN: None

16. Public Hearing for a request to rezone property located at 1303 West Farrall Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). (Case No. RZ02-24) (*Deferred from June 17, 2024, City Commission Meeting.*)

Community Development Director Rian Harkins stated that the proposed rezoning is the first step to bring the property into compliance with the provisions of the Short Term Rental ordinance. Planning Commission and Staff recommend approval.

Mayor Stephens declared a public hearing in session to consider a request to rezone property located at 1303 West Farrall Street from C-3 (Highway

Commercial District) to R-3 (Multifamily Residential District). No one appeared in favor or against the rezoning. The public hearing was closed.

17. Consideration of an ordinance to rezone property located at 1303 West Farrall Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). Case No. RZ02-24 | Applicant: Kaye Steele

Community Development Director Rian Harkins provided a Staff report.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Fichtner, to approve an ordinance to rezone property located at 1303 West Farrall Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District).

Ordinance No. 2807NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA FROM ZONING CLASSIFICATION C-3 (HIGHWAY COMMERCIAL DISTRICT) TO R-3 (MULTIFAMILY RESIDENTIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0-0.

AYE: Matthews, Fichtner, Sehorn, Richter, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

Ordinance No. 2807NS was adopted by the City Commission.

18. Public Hearing for a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street. (Case No. CUP02-24) (*Deferred from June 17, 2024, City Commission Meeting.*)

Community Development Director Rian Harkins stated that the Conditional

Use Permit (CUP) application is being concurrently processed with a request to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). A CUP is required to allow one (1) Accessory Dwelling Unit (ADU) on the property. Planning Commission recommends denial of the request. Staff recommends approval of the request.

Mayor Stephens declared a public hearing in session to consider a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). No one appeared in favor or against the rezoning. The public hearing was closed.

19. Consideration of a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street. Case No. CUP02-24 | Applicant: Kaye Steele

Community Development Director Rian Harkins stated that Staff's recommendation was approval per conditions noticed in Staff report. Planning Commission recommended denial.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Matthews, to approve a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street. Motion carried 7-0-0.

AYE: Sehorn, Matthews, Madson, Odneal, Stephens, Fichtner, Richter

NAY: None

ABSTAIN: None

20. Public Hearing to adopt an Official Zoning Map. Case No. TXT02-24 | Applicant: City of Shawnee

Community Development Director Rian Harkins stated that the new Unified Development Code (UDC) was adopted by the City on August 19, 2024. At this time, Staff seeks to formally adopt a new Official Zoning Map to work in conjunction with the newly adopted UDC. Planning Commission and Staff recommend approval.

Mayor Stephens declared a public hearing in session to consider an adoption of an Official Zoning Map). No one appeared in favor. Mr. Dell Kerbs, Mr. Rob Morris, and Ms. Theresa Cody appeared against. The public hearing was closed.

21. Consideration of an ordinance amending Chapter 22 of the Municipal Code of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically

adopting a new official zoning map to accompany Chapter 22, Article X. Case No. TXT02-24 | Applicant: City of Shawnee

Community Development Director Rian Harkins provided a Staff report.

A motion was made by Commissioner Sehorn, seconded by Commissioner Fichtner, to approve an ordinance amending Chapter 22 of the Municipal Code of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically adopting a new official zoning map to accompany Chapter 22, Article X.

Ordinance No. 2808NS was introduced.

AN ORDINANCE AMENDING CHAPTER 22, OF THE MUNICIPAL CODE OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, MORE SPECIFICALLY ADOPTING A NEW OFFICIAL ZONING MAP TO ACCOMPANY CHAPTER 22, ARTICLE X.

Motion carried 7-0-0.

AYE: Sehorn, Fichtner, Richter, Matthews, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

Ordinance No. 2808NS was adopted.

22. Consideration of the following budget amendments for Fiscal Year 2024 – 2025:

- a. Grant Fund - Fund 010 - to appropriate fund balance for FY23-24 Encumbrances for which goods or services will be received or rendered in FY24-25.
- b. Capital Improvement Fund - Fund 301 - to appropriate fund balance for FY23-24 Encumbrances for which goods or services will be received or rendered in FY24-25.

- c. 2018 Capital Improvement Fund - Fund 303 - to appropriate fund balance for FY23-24 Encumbrances for which goods or services will be received or rendered in FY24-25.
- d. Insurance Recovery Fund - Fund 603 - to appropriate fund balance for FY23-24 Encumbrances for which goods or services will be received or rendered in FY24-25.

Finance Director Kimberly Smith provided a Staff report for the proposed budget amendment.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to approve the budget amendment listed in Agenda Item No. 22(a-d). Motion carried 7-0-0.

AYE: Matthews, Odneal, Stephens, Fichtner, Sehorn, Richter, Madson

NAY: None

ABSTAIN: None

23. Acknowledge Monthly Sales Tax and Budget Reports.

Finance Director Kimberly Smith reported sales tax collections are up Eighty-Eight Thousand One Hundred Forty-Eight Dollars (\$88,148.00) or One Point One Four Percent (1.14%), over the projected budget year-to-date. She stated that use tax collections are down approximately One Hundred Twenty-Three Thousand Seven Hundred Sixty-Two Dollars (\$123,762.00) or Ten Point Seven Percent (10.7%), below the projected budget year-to-date.

24. Administrative Report(s):

Director of Engineering Seth Barkhimer

- a. Engineering Design Manual and Standard Construction Detail Update - Seth Barkhimer, Director of Engineering

Director of Engineering Seth Barkhimer provided a presentation on the Engineering Design Manual and Standard Constructure Detail Update. Topics discussed included:

- Engineering Design Manual
 - Purpose

- Content
- Standard Construction Details
- Review and Inspection Fees
 - Current Fees
 - Peer City Fees
 - Potential City of Shawnee Fees

25. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no new business.

26. Commissioners Comments

Commissioners welcomed Mayor Stephens and Commissioner Madson.

Vice Mayor Matthews thanked former Mayor Bolt and former Commissioner Engles for their service. He also commented on the audit report and sales tax.

Commissioner Madson thanked everyone for the opportunity to serve.

Commissioner Odneal thanked Mr. Dinsmore for his comments during Citizens Participation.

Commissioner Fichtner commented on the comments during Citizen Participation regarding various roles on the City's boards.

Commissioner Sehorn thanked former Mayor Bolt and former Commissioners Engles and Rutherford for their service. He also commented on sales tax.

Commissioner Richter commented on the Christmas parade.

Mayor Stephens thanked everyone who voted. He also commented on the comments during Citizen Participation regarding various roles on the City's boards.

27. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:45 p.m.)

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

PLANNING COMMISSION MINUTES

DATE: September 4, 2024

MINUTES

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on September 4, 2024, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Barrett called the meeting to order at **1:30 p.m.** Community Development Director Rian Harkins called Roll and stated a quorum was present.

The following Commissioners were present:

Present: Johnson, Porter, Hayes (1:34pm arrival), Barrett, Reese, Alexander

Absent: Hembree

Item 1. Consideration of approval of the minutes from the regular meeting on August 7, 2024. Chair Barrett asked for questions or corrections to the minutes.

Commissioner Resse made a motion to **Approve** the minutes as presented, which Commissioner Porter seconded. Motion **passed 6-0-0.**

Aye: Johnson, Barrett, Reese, Porter, Alexander

Nay: None

Abstain: None

Item 2. Public hearing and consideration of a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU). Case No. CUP02-24 | Applicant: Kaye Steele

Background

The subject property is located at 1303 W. Farrall Street and contains approximately 38 acres. This Conditional Use Permit (CUP) application is being concurrently processed with a request to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). The rezoning application (RZ02-24) is the first step to bring the property into compliance. A Conditional Use Permit (CUP) is required to allow one (1) Accessory Dwelling Unit (ADU) on the property.

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, Section 22-291. Table 22-291. Permitted uses in Residential Zoning Districts. The table indicates that in zoning district R-3, the use of an "Accessory Dwelling Unit (ADU) to a single-family residential" (use) is permitted subject to acquiring a Conditional Use Permit (CUP).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Mixed-Use land use designation. C-3 and R-3 are appropriate zoning districts for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

This item was originally heard at the June 5, 2024 Planning Commission meeting and was deferred 90 days so the applicant could determine appropriate next steps once the land auction process had been completed. After no offers were received for the subject property, the item is now placed back on the agenda for consideration.

Findings and Facts:

- The subject property is concurrently applying to rezone to R-3 (Multifamily Residential District).
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- Regulations for ADUs per Section 22-297.8 of the Zoning Code are required conditions

Staff Recommendation:

Based on the review of the application and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission APPROVAL of CUP02-24 to locate one (1) Accessory Dwelling Unit (ADU) at 1303 W. Farrall Street with the following conditions:

- Acknowledgment by the applicant that the Approval of a Conditional Use Permit (CUP) does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building and Fire Codes.
- Acknowledgment by the applicant that additional permits may be required, and standard inspections will be conducted.
- Adherence to Section 22-297.8 of the Shawnee Zoning as follows:

(8) Accessory dwelling units (ADUs). Accessory dwelling units are designed to allow for a secondary residence which is attached to the main structure or over a current detached garage. The intent of this regulation is to allow additional options for homeowners in relation to allowing family members or renters housing while still maintaining a neighborhood feel. In addition to a conditional use permit, accessory dwelling units must also meet the following criteria:

- a. The property owner must reside in either the principal structure or the ADU.
- b. Only one ADU is allowed per lot in conjunction with a single-family house. ADUs are not allowed in conjunction with duplexes, triplexes or multifamily dwelling units.
- c. An instrument shall be recorded with the register's office covenanting that the structure is being established as an accessory dwelling unit and may only be used under the conditions expressed herein.
- d. The ADU may only be located in the established rear yard.
- e. The living space of the ADU shall not exceed 900 square feet.
- f. The footprint of a single story detached accessory dwelling shall not exceed 50 percent of the first floor area of the principal structure.
- g. The footprint of a two-story detached accessory dwelling shall not exceed 40 percent of the first floor of the principal structure.
- h. ADUs with a second story dwelling unit shall enclose the stairs interior to the structure.
- i. The ADU shall be of similar style, design and material color and used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.
- j. A home occupation shall not be based out of the ADU.
- k. The ADU must provide, at minimum, one off-street parking space.
- l. A separate driveway providing exclusive access to the ADU from a road shall not be allowed unless problematic, lot-specific circumstances exist which requires approval from the director.
- m. The lot area shall be larger than 10,000 square feet.

Options:

- Recommending Approval of Case No. CUP02-24 to allow for one Accessory Dwelling Unit as requested by the applicant.
- Recommending Denial of the application for CUP02-24.
- Recommending Deferral Case No. CUP02-24 with a request for additional and specific information to a certain date.

This CUP application will be heard at the City Commission meeting on Monday, September 16, 2024, at 6:00 pm.

Chair Barrett opened the public hearing, and then noted no one present to speak on the item, after which the public hearing was closed after no additional comment. Planning Commission members then discussed the merits of the application, the ongoing internal decision-making processes of the applicant, and the lack of clear direction by the applicant.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP02-24**.

Commissioner Reese made a motion to recommend the **DENIAL** of Case No. CUP02-24, which Commissioner Hayes seconded.

Motion **passed 5-1-0**.

Aye: Reese, Johnson, Porter, Hayes, Alexander

Nay: Barrett

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on August 19, 2024.

Item 3. Public hearing and consideration of a request to rezone from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District).

Case No. **RZ02-24** | Applicant: Kaye Steele

Background

The subject property is located at 1303 W. Farrall Street and contains approximately 38 acres. The request is to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). This property was rezoned from Agricultural zoning to C-3 in the summer of 2022 (RZ09-22). This rezoning is the first step to bring the property into compliance. An application for a Conditional Use Permit (CUP02-24) to allow one (1) Accessory Dwelling Unit (ADU) on the property is being concurrently processed.

Discussion

The subject property is zoned C-3 (Highway Commercial District). The properties surrounding the subject property to the east, south, and west are zoned A-1 (Rural Agricultural District). To the north, across W. Farrall Street, the land is zoned I-2 (Light Industrial District). To the northeast and further east is land zoned R-3 (Multifamily Residential District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Mixed-Use land use designation. R-3 is an appropriate zoning district for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

This item was deferred from the June 5, 2024 Planning Commission agenda to this date to allow for the completion

of the land auction process. No offers were received for the subject property, and the item is now on the agenda again per the previous action of the Planning Commission.

Findings and Facts:

- The subject property is near R-3 zoning on W. Farrall Street and N. Kennedy Avenue.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ02-24 to rezone from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District) as requested by the applicant.
- Recommending Denial of the application for RZ02-24 to rezone the subject property.
- Recommending Deferral Case No. RZ02-24 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ02-24** to rezone the subject property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District).

This rezoning application will be heard at the City Commission meeting on Monday, September 16, 2024, at 6:00 pm.

Chair Barrett opened the public hearing, and then noted no one present to speak on the item, after which the public hearing was closed after no additional comment. Planning Commission members then discussed the merits of the application, the ongoing internal decision-making processes of the applicant, and the lack of clear direction by the applicant for this and the previous CUP application.

Commissioner Porter made a motion to recommend the **APPROVAL** of Case No. RZ03-24, which Commissioner Reese seconded.

Motion **passed 6-0-0**.

Aye: Reese, Johnson, Porter, Hayes, Alexander, Barrett

Nay: None

Abstain: None

Item 4. Public hearing and consideration of a request to adopt an Official Zoning Map Case No. TXT02-24 Applicant: City of Shawnee

Background

Over the last 2.5 years the City of Shawnee has been working on creating a new Unified Development Code. The new code is one of many implementation steps identified in the 2019 New Horizons Comprehensive Plan. New Unified Development Code was adopted by the City in August of 2024. At this time, city staff seeks to formally adopt a new official zoning map to work in conjunction with the newly adopted development code.

Discussion

City Staff, working with a consultant, has completed the Unified Development Code, in that the zoning and subdivision regulations are no longer separate documents but one complete ordinance. The project began with focus groups of stakeholders and users sharing thoughts regarding the current development regulations and issues they present the community.

Aside from the text, the code also correlates to a zoning map, which is used by staff and the community to help administer the unified development code.

Staff completed the required public hearing notifications for this application, with a notice of public hearing was published in The County Democrat weekly newspaper as this is similar to an amendment to the current zoning

ordinance.

Findings and Facts:

- The proposed zoning map conforms to the newly adopted development code is in compliance with the comprehensive plan.
- Proper notification for a public hearing was served.

Staff Recommendation:

Based on the review of the application and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of TXT02-24.

Options:

- Recommending Approval of Case No. TXT02-24 as requested by the applicant.
- Recommending Approval of Case No. TXT02-24 as requested by the applicant with additional conditions noted by the Planning Commission.
- Recommending Denial of the application for TXT02-24.
- Recommending Deferral Case No. TXT02-24 with a request for additional and specific information to a certain date.

This item will be heard at the City Commission meeting on Monday, September 16, 2024, at 6:00 pm.

Chair Barrett opened the public hearing, and then noted no one present to speak on the item, after which the public hearing was closed after no additional comment. Planning Commission members then discussed the area around the downtown zoning district, and recommended revisions relating to the area delineated for that zoning district.

Commissioner Johnson made a motion to recommend the **APPROVAL** of Case No. TXT02-24 as amended, which Commissioner Reese seconded.

Motion **passed 6-0-0**.

Aye: Reese, Johnson, Porter, Hayes, Alexander, Barrett

Nay: None

Abstain: None

Item 5. Community Development Update

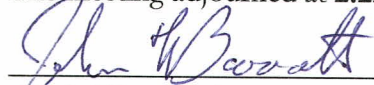
Community Development Director Harkins advised the Planning Commission that a search for one vacant staff position is still underway. CDBG housing rehabilitation projects continue. Staff will be looking at additional feedback and project opportunities using CDBG funds, and that input can be sent to city staff for discussion as part of the Annual Action Plan. Director Harkins also spoke of the upcoming Quad State Planning Conference held this coming October in Arkansas, and then introduced Petya Stefanoff as the newest member of the department staff, and then noted that staff will be looking at continued efforts with community stakeholders to increase housing in the community.

Item 6. Planning Commissioners' Comments

Commissioners expressed excitement for the achievements of many groups in the community, how the community continues to move forward, and excitement for the ongoing and upcoming events and projects, including Pedal-palooza at OBU on September 28, 2024..

Item 7. Adjournment

The meeting adjourned at **2:22 p.m.**



Chair/Vice-Chair



Community Development Director

10-2-2024

Date

10-2-2024

Date

**SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE
PROCEEDINGS**

AUGUST 15, 2024 AT 4:00 PM

The Shawnee Beautification, Parks, and Recreation Committee of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, August 15, 2024 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 8:44 A.M. on August 14, 2024. Chairperson Payn presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Sherry Lankford
Vice Chairperson

Vacant
Committee Member

Absent
Committee Member

Sue Nelson
Committee Member

Absent
Committee Member

Lauren Richter
Commissioner/Committee Member

ABSENT: Kerri Keck and Vickie Winters

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the June 20, 2024 regular meeting.

A motion to approve the June 20, 2024 minutes was made by Lauren Richter.
A 2nd was made by Sherry Lankford. Motion carried 4-0.
Aye: Chad Payn, Sherry Lankford, Sue Nelson, and Lauren Richter
Nay: None

2. Staff Reports

1. The new Stay at Splash Requirement Class was very successful with over 100 attendees.
2. Discussion of participation report.
3. Discussion of requirements to offer fitness classes using grant money.
4. A 2nd Tai Chi class is being offered using Title 3 Federal Funds.
5. KOCO day in Woodland Park was a big success.

6. Parks and Recreation Department has received a \$50,000 grant from Oklahoma Forestry Services for tree replacement.

7. Splash Water Park had an amazing season this year, with over 30,000 visits!.

8. GIS mapping is ongoing at Fairview Cemetery.

9. Currently have a Rec Aide position open .

3. Consideration of Committee Service Project

1.A discussion on planning a committee service project such as planting flowers in the flower beds and pots at the intersection of Bell and 9th Street.

2. Possiblilty of the committee doing fundraisers to help pay for play structures at some of the city parks.

3. The committee discussed possibly making a plaque in honor of the Nikaho students who come to Shawnee for the Sister City Program.

4. A motion was made by Chad Payn to set a date at the September Shawnee Beautification, Parks, and Recreation Committee meeting to confirm an October date to plant flowers as a committee service project. A 2nd was made by Sherry Lankford. Motion carried 4-0.

Aye: Chad Payn, Sherry Lankford, Sue Nelson, and Lauren Richter

Nay: None

4. Discussion of Lions Club Park

The committee discussed taking steps to have conversations with the community as to what they would like to see be built on the Lions Club Park land along with rebuilding the ball fields. Possibility of having a focus group and taking surveys from the community.

5. Citizens Participation (A three-minute limit per person) (A twelve-minute limit per topic)

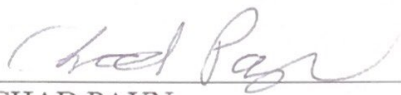
Mr. Lutomski spoke during citizens participation.

6. Committee Comments

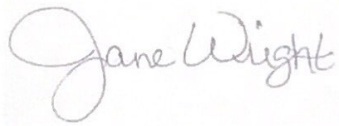
There were no committee comments at this meeting.

7. Adjournment

A motion to adjourn was made by Sherry Lankford at 5:04 P.M. A 2nd was made by Lauren Richter.


CHAD PAYN
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY



Entity Payment Report

09/01/2024 - 09/30/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
9/30/2024	CHIQUITA CASTLEBERRY	Check	3711	15.00
9/30/2024	B'S SMOKEHOUSE	Check	3708	50.00
9/30/2024	OMEGA POWER COMPANY	IBX CC	3710	100.00
9/30/2024	SHINE SOLAR, LLC - SHINE AIR	IBX CC	3709	75.00
9/27/2024	NFUZE LLC dba NFUZE AT SHAWNEE	Check	3707	1,500.00
9/26/2024	\$ - RONDA BRADY	Check	3706	15.00
9/26/2024	\$ - MONTY & BARBARA GARNER	Check	3704	792.00
9/26/2024	MONTY & BARBARA GARNER	Check	3703	792.00
9/26/2024	SHARP HVACR	IBX CC	3705	100.00
9/25/2024	PRIME PLUMBING LLC	Cash	3701	100.00
9/25/2024	CHARLES & MARY SHIFF	Check	3700	792.00
9/25/2024	PRUDHOM HEATING & AIR CONDITIONING LLC	IBX CC	3702	100.00
9/25/2024	CH HAMPTON LLC	IBX CC	3699	50.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
9/24/2024	RHONDA MASQUAT	Check	3696	15.00
9/24/2024	DART PHONE	IBX CC	3698	50.00
9/24/2024	DART PHONE	IBX CC	3697	50.00
9/23/2024	CANDACE & WILLIAM COLLIE	Check	3694	792.00
9/23/2024	PACE REAL ESTATE, LLC	Check	3693	15.00
9/23/2024	ALEX ELECTRIC INC	Check	3692	75.00
9/23/2024	NAUTICAL MECHANICAL	IBX CC	3695	100.00
9/20/2024	PATRICK H & JUDITH HENDERSON, LEVI CAIN WEEMS	Check	3691	792.00
9/20/2024	WARREN & SANDRA JOHNSON	Check	3690	15.00
9/20/2024	DEBORAH GEORGE	Check	3689	15.00
9/20/2024	\$ - CONRAD THOMPSON	Cash	3688	792.00
9/19/2024	HOMESTEAD ELECTRIC	Check	3685	75.00
9/19/2024	DIANNA M JONES	Cash	3684	1,867.00
9/19/2024	CC CANNON, LLC	Check	3683	792.00
9/19/2024	THE ARTS AT317	Check	3682	15.00
9/19/2024	SUE & JIMMY SIGMAN	Check	3681	792.00
9/19/2024	A+ PLUMBING & GAS	IBX CC	3687	100.00
9/19/2024	TAPATIO MEXICAN RESTAURANT	IBX CC	3686	905.00
9/19/2024	ATC HEAT & AIR	IBX CC	3680	75.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
9/18/2024	CHRIS & LISA SPEARS	Check	3678	792.00
9/18/2024	CHRIS & LISA SPEARS	Check	3677	792.00
9/18/2024	PHYSICAL THERAPY CENTRAL	IBX CC	3679	15.00
9/17/2024	REZA NOURBAKHS H	Cash	3676	15.00
9/17/2024	KB ELECTRIC, LLC	IBX CC	3675	75.00
9/16/2024	LELAND PREWITT	Check	3672	792.00
9/16/2024	MELTON'S HEAT AIR AND APPLIANCE LLC	Check	3671	75.00
9/16/2024	GRAHAM MECHANICAL	IBX CC	3674	100.00
9/16/2024	CL ELECTRIC	IBX CC	3673	75.00
9/16/2024	RUBAS CO dba TAQUERIA LOS 2 HERMANOS #12	IBX CC	3670	50.00
9/16/2024	\$ - RELIABLE HEAT & AIR, LLC	IBX CC	3669	100.00
9/12/2024	VFW POST 1317	Check	3668	500.00
9/11/2024	GREGGS CLIMATE CONTROL	IBX CC	3667	100.00
9/10/2024	CHROMA LLC dba TREASURES N JUNK VINTIQUES	Check	3665	50.00
9/10/2024	PROVIDENTIAL SERVICE	Check	3664	75.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
9/10/2024	5-C ELECTRICAL, LLC	IBX CC	3666	100.00
9/9/2024	EXHALE BRANDS LLC	Cash	3662	1,500.00
9/9/2024	NEXGEN PLUMBING LLP	IBX CC	3663	75.00
9/6/2024	MJ INNOVATION S MEDICAL LLC	Cash	3661	3,000.00
9/5/2024	INACTIVE - NACHO MOMAS PHILLY	Cash	3660	9.00
9/5/2024	MARTIN FAMILY PLUMBING, LLC	Check	3656	75.00
9/5/2024	COOL FOX HEAT AND AIR	IBX CC	3659	100.00
9/5/2024	EAGLE SCOUT CONCESSION S dba JD'S EATS	IBX CC	3658	50.00
9/5/2024	HOUND DOG PLUMBING LLC	IBX CC	3657	100.00
9/5/2024	HOLLAND ELECTRIC	IBX CC	3655	100.00
9/5/2024	SAY CHEESE OK LLC	IBX CC	3654	50.00
9/4/2024	CITIZEN POTAWATOMI NATION	Check	3653	75.00
9/4/2024	CITIZEN POTAWATOMI NATION	Check	3652	75.00
9/4/2024	DEAN & BEVERLY MABRY	Check	3651	792.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
9/4/2024	KYLE AND BREA HAUSTVEIT	Check	3650	1,867.00
9/3/2024	RANDY E WOLFE	Cash	3649	792.00
9/3/2024	SAVE-A-LOT	Check	3648	15.00
9/3/2024	TOM GABEL	Check	3647	792.00
9/3/2024	MORGAN ELECTRIC ENT, INC.	Check	3646	75.00
9/3/2024	HAROLD HECK	Cash	3645	15.00
				25,076.00

Total Records: 67

10/1/2024



Monthly - City Clerk

09/01/2024 - 09/30/2024

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20241412	9/30/2024	B - Accessory Structure	15810 SLEEPY HOLLOW RD	JASON HELM	GARAGE	39,000	1,500	\$323.25
20241410	9/30/2024	B - Commercial - Remodel	225 E MACARTHUR	WYNN CONSTRUCTION	REMODEL	900,000	9,284	\$2,325.50
20241409	9/30/2024	B - Commercial - Remodel	412 N DRAPER AVE	WYNN CONSTRUCTION	REMODEL	600,000	7,252	\$1,817.50
20241396	9/25/2024	B - Commercial - Remodel	9 W 45TH ST SUITE 101	JAMES BAILEY	FINISH OUT	118,500	3,640	\$914.50
20241348	9/12/2024	B - Commercial - Remodel	2601 OVAL DR	LINGO CONSTRUCTION	REMODEL INTERIOR ONLY	8,850,000	43,921	\$10,984.75
20241397	9/26/2024	B - Residential - New	1405 ELLIE CT	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,768	\$1,105.20
20241391	9/24/2024	B - Residential - New	3928 MAPLE GROVE AVE	SBZ PROPERTIES LLC	NEW CONSTRUCTION	180,000	2,090	\$1,173.63
20241380	9/23/2024	B - Residential - New	602 N DOROTHY	CARTER FAMILY CONSTRUCTION	SINGLE FAMILY NEW HOME	190,000	1,537	\$331.11
20241371	9/18/2024	B - Residential - New	605 W FRANKLIN	RICK LANDES	NEW CONSTRUCTION	150,000	1,105	\$964.31
20241370	9/18/2024	B - Residential - New	1405 CLAIRE CT	RAUSCH COLEMAN HOMES OKC LLC	NEW CONSTRUCTION	190,000	2,112	\$1,178.30
20241369	9/18/2024	B - Residential - New	1404 ELLIE CT	RAUSCH COLEMAN HOMES OKC LLC	NEW CONSTRUCTION	190,000	1,768	\$1,105.20
20241335	9/9/2024	B - Residential - New	1104 TROON CIRCLE	J STEELE CONSTRUCTION	NEW CONSTRUCTION	516,559	2,835	\$1,331.94
20241325	9/6/2024	B -	1413 CLATRE	RAUSCH COLEMAN	NEW	190.000	2.209	\$1.198.91

		Residential - New	CT	HOMES OKC LLC	CONSTRUCTION			
20241320	9/4/2024	B - Residential - New	1409 ELLIE CT	RAUSCH COLEMAN HOMES OKC LLC	NEW HOME	190,000	2,377	\$1,234.61
20241319	9/4/2024	B - Residential - New	1408 CLAIRE CT	RAUSCH COLEMAN HOMES OKC LLC	NEW CONSTRUCTION	190,000	2,112	\$1,178.30
20241317	9/4/2024	B - Residential - New	1409 CLAIRE CT	RAUSCH COLEMAN HOMES LLC	NEW HOME	190,000	1,768	\$1,105.20
20241384	9/23/2024	B - Residential - Remodel	1214 CAROL DR	PAUL HANEY	REMODEL	15,000	960	\$208.50
20241375	9/19/2024	B - Residential - Remodel	304 N TUCKER	ARDRES MARTINEZ	REMODEL	15,000	974	\$211.48
20241365	9/18/2024	B - Residential - Remodel	210 W GEORGIA UNIT D	TAREK SAAD	QUADPLEX REMODEL	14,000	988	\$214.45
20241364	9/18/2024	B - Residential - Remodel	210 W GEORGIA UNIT C	TAREK SAAD	QUADPLEX REMODEL	14,000	988	\$214.45
20241363	9/18/2024	B - Residential - Remodel	210 W GEORGIA UNIT B	TAREK SAAD	QUADPLEX REMODEL	14,000	988	\$214.45
20241362	9/18/2024	B - Residential - Remodel	210 W GEORGIA UNIT A	TAREK SAAD	QUADPLEX REMODEL	14,000	988	\$214.45
20241352	9/13/2024	B - Residential - Remodel	1206 MONROE DR	JONAH TAFT	REMODEL	40,000	1,230	\$213.60
20241346	9/11/2024	B - Residential - Remodel	13207 ACME RD	ST GREGORYS ABBY - RICK GOWIN	REMODEL SINGLE FAMILY	30,000	1,400	\$302.00
20241345	9/11/2024	B - Residential - Remodel	712 N HOBSON	JOHN WINTERRINGER	REMODEL	40,000	809	\$176.41
20241406	9/30/2024	B - Roof Redeck	1206 MONROE DR	TRANSFORMATION ROOFING	RE-ROOF	0	0	\$54.50
20241392	9/24/2024	B - Roof Redeck	1619 E 10TH ST	777 ROOFING & CONSTRUCTION, LLC	REPLACE EXISTING	17,534	0	\$54.50
20241404	9/27/2024	B - Solar Panels	1905 N OKLAHOMA	TRU FUSE SOLAR	SOLAR PANEL	10,928	215	\$50.15
20241388	9/24/2024	B - Solar Panels	2306 CREST DR	ION DEVELOPER LLC	NEW INSTALLATION	54,180	378	\$84.83

20241381	9/23/2024	B - Solar Panels	20 SEQUOYAH BLVD	J&R ELECTRIC	SOLAR PANEL INSTALL	35,000	757	\$165.36
20241373	9/19/2024	B - Solar Panels	300 N LOUISA AVE	EIGHTTWENTY, LLC	SOLAR PANEL	159,000	3,358	\$718.08
20241310	9/4/2024	B - Solar Panels	2682 LEGACY PL	GREENLIGHT SOLAR	NEW INSTALLATION	64,776	714	\$156.23
20241376	9/19/2024	B - Swimming Pool	104 SAINT JOHN RD	ROCK CREEK POOLS LLC	NEW INSTALLATION	5,600	420	\$64.50
20241405	9/27/2024	E - Electrical	1905 N OKLAHOMA	TRU FUSE SOLAR	BCW	10,928	215	\$54.50
20241403	9/26/2024	E - Electrical	615 N KICKAPOO	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20241398	9/26/2024	E - Electrical	121 N SHAWNEE	JASON TUCKER ELECTRIC	REPAIR DAMAGED WEATHERHEAD	0	0	\$54.50
20241390	9/24/2024	E - Electrical	303 W GEORGIA	BOB'S ELECTIC	BCW	0	0	\$54.50
20241389	9/24/2024	E - Electrical	2306 CREST DR	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20241382	9/23/2024	E - Electrical	20 SEQUOYAH BLVD	J&R ELECTRIC	SOLAR PANEL INSTALL	35,000	757	\$54.50
20241368	9/18/2024	E - Electrical	411 N POTTENGER AVE	GARY'S ELECTRIC SERVICES	NEW SERVICE	0	0	\$54.50
20241360	9/17/2024	E - Electrical	715 N MINNESOTA	GARY'S ELECTRIC SERVICES	NEW INSTALLATION	0	0	\$54.50
20241359	9/17/2024	E - Electrical	2001 N HARRISON AVE	KB ELECTRIC, LLC	REMODEL	0	0	\$54.50
20241356	9/16/2024	E - Electrical	524 N BELL AVE	CL ELECTRIC	CHANGE OUT	0	0	\$54.50
20241354	9/16/2024	E - Electrical	304 N TUCKER	ABSOLUTE ELECTRICAL CONTRACTORS LLC	BCW / NEW SERVICE 200 AMP	0	0	\$129.50
20241349	9/12/2024	E - Electrical	300 N LOUISA AVE	EIGHTTWENTY, LLC	SOLAR PANEL	0	0	\$54.50
20241340	9/10/2024	E - Electrical	1821 N AIRPORT RD	5-C ELECTRIC LLC	REMOVE	0	0	\$54.50
20241338	9/10/2024	E - Electrical	623 N POTTENGER	CNR ELECTRIC	NEW SERVICE	0	0	\$54.50
20241316	9/4/2024	E - Electrical	1901 COBBLESTONE DR	HOLLAND ELECTRIC, INC	POOL BONDING	0	0	\$54.50
20241311	9/4/2024	E - Electrical	2682 LEGACY PL	GREENLIGHT SOLAR	NEW INSTALLATION	0	0	\$54.50

20241309	9/3/2024	E - Electrical	3316 N UNION AVE	TRU-FUSE SOLAR	BCW	0	0	\$54.50
20241307	9/3/2024	E - Electrical	1100 MUIRFIELD DR	JAMES CRAWFORD ELECTRIC	SWIMMING POOL BONND	0	0	\$54.50
20241407	9/30/2024	F - Burn	2205 COPPER CREEK LN	KEVIN HANNA	BURN PERMIT	0	0	\$29.50
20241331	9/9/2024	F - Burn	812 S CHAPMAN	TODD MACDONALD	FIRE	0	0	\$29.50
20241312	9/4/2024	F - Burn	17404 MAGNINO RD	MARTA LAND	BURN PERMIT	0	0	\$29.50
20241400	9/26/2024	F - Fire Alarm / Smoke Control System	42305 WESTECH RD	STRYKER INTEGRATED SOLUTIONS	NEW INSTALLATION	36,255	136,320	\$2,830.90
20241357	9/16/2024	F - Fire Alarm / Smoke Control System	4785 N HARRISON	FALCO ALARM CO OF STILLWATER	FIRE ALARM	0	8,970	\$283.90
20241333	9/9/2024	F - Fire Alarm / Smoke Control System	1 JOHN C BURTON DR #A	TRU TECHNOLOGIES	REPLACE EXISTING	640,000	168,000	\$3,464.50
20241411	9/30/2024	F - Firework Display	500 W UNIVERSITY	KEVIN HANNA	FIREWORK DISPLAY	0	0	\$104.50
20241402	9/26/2024	M - Mechanical	1015 E MAIN	SHARP HVAC INC	DUCT WORK	0	0	\$54.50
20241387	9/23/2024	M - Mechanical	1115 QUAIL HOLLOW RD	SPARKS HEAT AND AIR INC	5 TON NEW SYSTEM	0	0	\$104.50
20241386	9/23/2024	M - Mechanical	303 W GEORGIA	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$154.50
20241378	9/19/2024	M - Mechanical	304 N TUCKER	MHG MECHANICAL	CHANGE OUT	0	0	\$64.50
20241372	9/19/2024	M - Mechanical	2001 N HARRISON AVE	ATC HEAT AND AIR	REMODEL	0	0	\$54.50
20241355	9/16/2024	M - Mechanical	1610 HAPPY VALLEY	AIRCO SERVICE	NEW SERVICE	0	0	\$104.50
20241343	9/11/2024	M - Mechanical	13207 ACME RD	GREGG'S CLIMATE CONTROL	DUCT WORK	0	0	\$54.50
20241336	9/10/2024	M - Mechanical	524 N BELL AVE	PROVIDENTIAL SERVICES	CHANGE OUT	0	0	\$54.50
20241330	9/9/2024	M - Mechanical	701 N UNION	ROBERTS AND SONS HVAC	NEW INSTALLATION	0	0	\$54.50

20241322	9/5/2024	M - Mechanical	3306 N KICKAPOO SUITE 200	COOL FOX HEAT AND AIR	3 units 4 ton a piece	0	0	\$244.50
20241401	9/26/2024	O - Curb Cut, Driveway and Sidewalk	2505 OVAL DR	B AND H CONSTRUCTION	STREET CUT	0	0	
20241334	9/9/2024	O - Curb Cut, Driveway and Sidewalk	1110 N LOUISA AVE	ROBERT HALE CONCRETE INC	DRIVEWAY	0	0	\$50.00
20241332	9/9/2024	O - Curb Cut, Driveway and Sidewalk	1302 RICKEY RD	ROBERT HALE CONCRETE INC	DRIVEWAY	0	0	\$50.00
20241379	9/23/2024	O - Demolition and Moving	202 N KIMBERLY	WADES SERVICES	DEMOLITION	0	0	
20241341	9/11/2024	O - Demolition and Moving	1127 E 10TH	WADES SERVICES	DEMOLITION	0	0	
20241306	9/3/2024	O - Demolition and Moving	316 N BROADWAY	TOTAL DEMOLITION SERVICES, LLC	DEMOLITION	0	0	\$50.00
20241408	9/30/2024	O - Paving Cut and Boring	520 E HIGHLAND ST	B & H CONSTRUCTION, LLC	ROAD BORE	0	0	
20241394	9/25/2024	O - Paving Cut and Boring	1630 N KICKAPOO AVE	TRANSTEL LLC	BORE	0	0	
20241393	9/25/2024	O - Paving Cut and Boring	323 W 9TH ST	COX COMMUNICATIONS LLC	BORE	0	0	
20241385	9/23/2024	O - Paving Cut and Boring	1610 N BRYAN AVE	WESTERN RESOURCE GROUP / BLUE PEAK	CUT	0	0	
20241347	9/4/2024	O - Paving Cut and Boring	1829 N KICKAPOO	CODE RED UNDERGROUND	ROAD BORE	0	0	
20241313	9/4/2024	O - Paving Cut and Boring	316 N BROADWAY	B&H CONSTRUCTION LLC	PAVING CUT	0	0	
20241353	9/13/2024	O - Sign	4785 N HARRISON	SUPERIOR NEON SIGN CO	NEW INSTALLATION - 5 SIGNS	7,650	232	\$250.00

20241326	9/9/2024	O - Sign	99 INTERSTATE PARKWAY	SIGNS AND WONDERS LLC	WALL - ERECT	5,000	36	\$50.00
20241321	9/5/2024	O - Sign	232 N BROADWAY	SIGN FACTORY	WALL SIGN / FRONT OF BUILDING	0	0	\$50.00
20241305	9/3/2024	O - Sign	502 SHAWNEE MALL DR	SIGNS AND WONDERS LLC	2X SIGNS	0	0	\$100.00
20241399	9/26/2024	P - Plumbing	1214 CAROL DR	ZION SERVICES LLC	MISCELLANEOUS	0	0	\$54.50
20241395	9/25/2024	P - Plumbing	3306 N KICKAPOO SUITE 200	PRIME PLUMBING	GAS LINE	0	0	\$54.50
20241383	9/23/2024	P - Plumbing	1117 E PARKER	VIP PLUMBING OK LLC	REPLACE EXISTING	0	0	\$54.50
20241377	9/19/2024	P - Plumbing	1901 COBBLESTONE DR	A+ PLUMBING & GAS	GAS LINE	0	0	\$54.50
20241374	9/19/2024	P - Plumbing	705 N OKLAHOMA	HERMAN'S PLUMBING	PRESSURE TEST	0	0	\$54.50
20241367	9/18/2024	P - Plumbing	618 KICKAPOO SPUR	COWBOYS PLUMBING	REMODEL	0	0	\$54.50
20241366	9/18/2024	P - Plumbing	102 E MAIN	DALE'S PLUMBING	REMODEL	0	0	\$54.50
20241361	9/18/2024	P - Plumbing	2001 N HARRISON AVE	PRESSLEY PLUMBING LLC	REMODEL	0	0	\$54.50
20241351	9/12/2024	P - Plumbing	323 W 9TH ST	COWBOYS PLUMBING	SERVICE LINE	0	0	\$54.50
20241350	9/12/2024	P - Plumbing	9300 N KICKAPOO AVE	DALES PLUMBING	GAS LINES / pressure test	0	0	\$54.50
20241344	9/11/2024	P - Plumbing	1445 N PARK	DALE'S PLUMBING	REPLACE EXISTIN	0	0	\$54.50
20241337	9/10/2024	P - Plumbing	4406 LILLY VALLEY	STANFIELD PLUMBING	GAS HEATER POOL GAS EXTENSION	0	0	\$54.50
20241329	9/9/2024	P - Plumbing	330 N LOUISA	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20241328	9/9/2024	P - Plumbing	524 N BELL AVE	HARDINS FAMILY PLUMBING LLC	GAS PRESSURE TEST	0	0	\$54.50
20241327	9/9/2024	P - Plumbing	2601 OVAL DR	NEXGEN PLUMBING	NEW INSTALLATION	0	0	\$54.50
20241324	9/6/2024	P - Plumbing	324 W GEORGIA	VETERAN PLUMBING SERVICES LLC	CHANGE OUT	0	0	\$54.50
20241323	9/5/2024	P - Plumbing	1215 CAROL DR	HOUND DOG PLUMBING LLC	REPLACE EXISTING	0	0	\$54.50

20241318	9/4/2024	P - Plumbing	8 JANEWAY PL	MOORE WATER TREATMENT	NEW INSTALLATION	0	0	\$54.50
20241315	9/4/2024	P - Plumbing	637 N BROADWAY	ROTO ROOTER	REPLACE EXISTING	0	0	\$54.50
20241314	9/4/2024	PC - Lot Split	9 W 45TH ST	JOHN PECK	LOT SPLIT	0	0	\$75.00
20241342	9/11/2024	PC - Zoning Change	3918 N KICKAPOO AVE	EIGHT EAGLES LLC C/O MIKE MASSEY	REZONING	0	0	\$330.00
20241308	9/3/2024	PC - Zoning Change	2025 E MACARTHUR	Nicholas Atwood	REZONE	0	0	\$280.00
								\$42,683.95

Total Records: 106

10/1/2024



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Raymond J Lutomski Jr</u>	Application Date: <u>11-17-2023</u>
Address: <u>807 N. Hobson Ave.</u>	Date of Birth: <u>12-29-1962</u>
Mailing Address: <u>807 N. Hobson Ave., Shawnee, Ok. 74801</u>	
Daytime Phone: <u>405-361-0719</u>	Fax: _____ Email: <u>lutomski81@gma</u>
Profession: <u>Caregiver, Ok. Certified Emergency Manager, (operations officer), Re</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 52 years

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Arts and Culture Commission	☐ Oklahoma Baptist University Trust Authority
☒ Beautification, Parks, and Recreation Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?

To help maintain the high standards in our City Parks and Ballfields

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I currently head up the Lions Club Park Complex committee working with the City, YMCA and Lions Club. I have the abili

What civic or volunteer activities (if any) are you currently involved in?

Shawnee Lions Club Secretary, District Environmental Chair, Zone Chair for zone 11 of the State of Oklahoma and organ

I am Net Control for HAM Storm Spotters in Pottawatomie and Seminole Counties and maintain thier readiness for disast

List education, including degree(s) earned:

Computer Electronics/ Industrial Engineering with over 40 certifications from FEMA and National Weather Service and Ok

I am certified C.E.R.T. trainer, former Pottawatomie County Damage Assessment Coordinator, I am a Pottawatomie Cou

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

I was with Shawnee/Pottawatomie County Emergency Management Volunteer 1994-2020

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Barry Fogarty	Friend	405-642-0804
Mitch Wolf	Friend	405-240-0481
Sherry Langford	Friend	405-640-4378

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature R J Lutomski Jr

Date 11-17-2023

Revised April 25, 2022

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Mr. Mayor,

I have been working with the City of Shawnee, Shawnee Y.M.C.A. and the Shawnee Lions Club on our Lions Club Park Complex. Our committee consists of 4 Lions Club members, 3 City of Shawnee members (employees) and 2 members from the YMCA. This committee was formed in 2018 when Tom Terry reported to the Lions Club that the "Park" had been closed for at least 6 months (later to find out over a year). Under the watch of Richard Finley and Chance Allison, we were able to reopen the Park in October of 2019. We obtained public and private funding to accomplish that task.

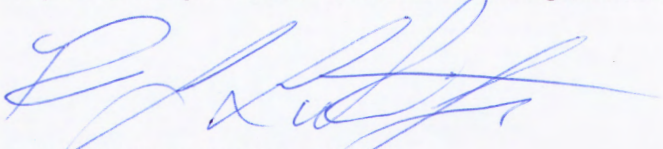
I played on the Lions Club Ballfields when I was a kid. (11,12 and Pony League) On April 19th, I had Storm Spotters in the field way ahead of the storms that hit the Shawnee area and watched it happen on radar. We were very lucky no deaths happened that night. When I toured the damage of the Lions Club Park Complex, the next day we started trying to save the baseball season.

A lot of kids have played ball in that complex over the years and to see the 125+ mph winds just destroy our fields was devastating to say the least. As trained by FEMA, the COG must get back as soon as possible. The Ballfields are no exception.

That area has had firefighters trained to repel (water tower). My 12-year-old league was introduced to the 1st girl playing baseball in the boy's league (Alice Helton), to a World Series Pitcher that pitched on that field in the '90s (Jon Gray, Texas Rangers). We will....**NO we must** play ball on that ground soon just like we re-opened Lions Club Park that fall day in October of 2019.

Respectfully submitted,

Raymond Joseph "Butch" Lutomski Jr., kd5wga, OkCEM



Secretary, Shawnee Lions Club

District Environmental Chairman

Zone Chairman, Zone 11 SW district of Oklahoma

RECEIVED

NOV 20 2023

CITY CLERK

Community
Development
Department



222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 09/19/2024	License No.: 6558
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	10/21/2024
Property Address	16724 Clearpond Rd
Lake Site Location	Magnino Tract, Lot 9
Lease Dates	10.21.2024 - 10.21.2054
Lease Fee	\$792.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Dianna M Jones
Address	32001 Hornbeck rd
Email	djdispatch@gmail.com
Phone	405.827.7926
Current Lessee (Transfer From)	
Name(s)	Randall Hill
Address	16724 Clearpond rd
Email	ibrandall@gmail.com
Phone	405.650.2348
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	04.06.2020
Miscellaneous Comments	Lease fee \$792.00 cash Inspection Fee \$75.00 cash Transfer Fee \$1000.00 cash
Fees Collected	\$1,867.00 RN#3684



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE # 6558 TRACT NAME Magnino LOT # 9

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 10/21/2024 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DIANNA M JONES,
32001 HORNBECK RD
SHAWNEE OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$792.00 dollars for 2024, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16724 CLEARPOND LN

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

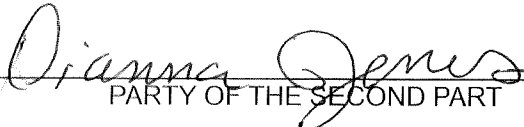
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

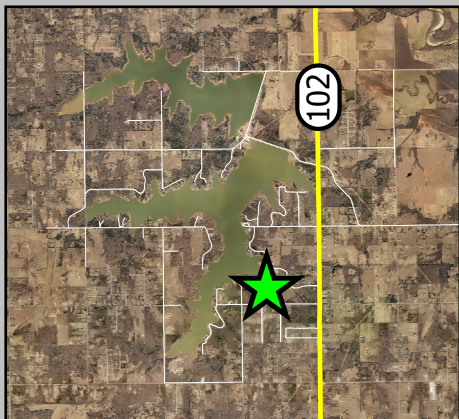
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



16724 Clearpond Ln

Tract: Magnino
Lot: 9





Human Resources

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: September 18, 2025
To: Andrea Weckmueller-Behringer, City Manager
From: Jennifer Greenland²⁹, HR Director
Subject: 2025 Non-Union Holiday Schedule

On the following City holidays, the City Hall offices will be closed, and most employees will have the day off:

January 1, 2025	Wednesday	New Year's Day
January 20, 2025	Monday	Martin Luther King, Jr. Day
February 17, 2025	Monday	Presidents' Day
May 26, 2025	Monday	Memorial Day
June 19, 2025	Thursday	Juneteenth Independence Day
July 4, 2025	Friday	Independence Day
September 1, 2025	Monday	Labor Day
November 11, 2025	Monday	Veteran's Day
November 27, 2025	Thursday	Thanksgiving Day
November 28, 2025	Friday	Day after Thanksgiving
December 24, 2025	Wednesday	Christmas Eve
December 25, 2025	Thursday	Christmas Day

Approved:


City Manager

2025 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS

**THE BOARD OF CITY COMMISSIONERS,
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY, AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY**

DATE		TIME	PLACE OF MEETING
1/21/2025	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
2/18/2025	Tuesday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
3/17/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
4/21/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
5/19/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
6/16/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
7/21/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
8/18/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
9/15/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
10/20/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
11/17/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK
12/15/2025	Monday	6:00 p.m.	Commission Chambers-City Hall 16 West 9 th Street, Shawnee, OK

NAME: LISA LASYONE, MMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448

Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2024.

Signed: _____

Clerk/Deputy Clerk

**PIONEER LIBRARY SYSTEM
REVISED BUDGET
JULY 1, 2024 - JUNE 30, 2025**

REVENUES

Ad Valorem Taxes		
Cleveland County	\$18,968,320	
McClain County	3,201,119	
Pottawatomie County	3,139,499	
Total Ad Valorem Taxes		\$25,308,938
Oklahoma Department of Libraries		
State Aid	\$114,015	
Total State Aid		\$114,015
Other Revenue	\$584,075	
		\$584,075
Subtotal All Revenue		\$26,007,028
Use of Assigned Fund Balance		\$568,555
Use of Unassigned Fund Balance		\$1,586,656
Fund Balance		
Reserved for Encumbrances		\$426,022
Fund Balance Carryover		
Assigned Fund Balance		\$153,806
Committed Fund Balance		
Unassigned Fund Balance		\$20,186,184
Total Fund Balance		\$21,908,646
TOTAL REVENUE		\$50,496,907

EXPENDITURES

Personnel Services	\$15,757,024	
Books and Other Materials	3,800,000	
General & Administrative	3,183,464	
Technology	2,500,000	
System Services	3,347,773	
(C/E, Development, Programming, Outreach)		
(Marketing and Communications, Facilities)		
Subtotal All Expenditures		\$28,588,261
Use of Assigned Fund Balance Current Yr.		
Use of Unassigned Fund Balance Current Yr.		

Fund Balance

Fund Balance Carryover Current Year		
Fund Balance Carryover Prior		
Assigned Fund Balance		\$153,806
Committed Fund Balance		
Unassigned Fund Balance		\$21,754,840
Total Fund Balance		\$21,908,646
TOTAL GENERAL FUND EXP & FUND BALANCE		\$50,496,907


Goldie West, Chair


Lisa Wells, Secretary

9/24/2024



Financial Statements

For the Year Ended June 30, 2024

PIONEER LIBRARY SYSTEM

Index

June 30, 2024

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Gray, Blodgett & Company, PLLC

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS ADVISORS

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JERRY D. KING, CPA
BLAKE T. MCGUCKIN, CPA
RHONDA E. RAY, CPA
BRIAN C. WILKINS, CPA
JASON D. WINTERS, CPA

INDEPENDENT AUDITORS' REPORT

September 20, 2024

To the Board of Trustees of
Pioneer Library System
Norman, Oklahoma

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component unit of Pioneer Library System (the System), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the System's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component unit of the System, as of June 30, 2024, and the respective changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Pioneer Library System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



CPA

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 6–15 and the budgetary comparison information on page 37, be presented to supplement the basic financial statements. Such information the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of

To the Board of Trustees of
Pioneer Library System
September 20, 2024

management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2024, on our consideration of the System's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the System's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Pioneer Library System's internal control over financial reporting and compliance.

GRAY, BLODGETT & COMPANY, PLLC

A handwritten signature in black ink that reads "Gray, Blodgett & Company, PLLC". The signature is written in a cursive, flowing style.



Management's Discussion & Analysis for the Fiscal Year Ended June 30, 2024

This discussion and analysis of the financial performance of Pioneer Library System (PLS) provides an overall review of PLS's financial condition and results of operations for the fiscal year ended June 30, 2024. Readers should read this information in conjunction with the system's financial statements.

Governmental Accounting Standards Board (GASB) statements 99 and 100 became effective as of June 30, 2024. Statement 99 is an omnibus standard that deals with multiple topics. Statement 100 deals with accounting changes and error corrections as an amendment of statement 62. This statement requires that changes in accounting principles and error corrections be reported retroactively by restating prior periods, that changes to or within the reporting entity be reported by adjusting beginning balances of the current period, and that changes in accounting estimates be reported prospectively by recognizing the change in the current period. The statement also requires disclosures in the notes to the financial statements containing descriptive information about the changes and the error corrections. Statement 99 does not affect the system's financial statements.

PLS Overview

The Pioneer Library System is comprised of twelve library branches in ten communities within three counties serving more than 420,000 residents. 999,051 visits were made to our branches, and print and digital collections were checked out more than 2.1 million times per year by people of all ages in FY23-24. Approximately 76% of people in this service area have a library card and 84% of library users surveyed would recommend the library to others.*

- Mission: Inspiring innovation, engagement, and learning in our communities.
- Customer Service Philosophy: Creating positive experiences for you.
- Values: Welcome, Empower, Respect.

Working with local partners, PLS helps connect people with jobs and supports career development, partners with schools to offer resources and assistance to students with their schoolwork, and delivers programming focused on early literacy. The library provides services to those unable to come to the library through homebound services, digital materials, virtual programs, and more. The library provides Internet access and assistance to connect customers with vital services, including housing, utilities, food, health care, and public assistance. Whether in-person or virtually, PLS inspires innovation, engagement, and learning in our communities.

PLS is rooted in innovation and routinely implements new tactics to reach and engage customers, both existing customers and those who have not yet discovered the library. We align resources to meet customers where they are and to meet their needs. On-demand services such as curbside pick-up, boosted Wi-Fi to parking lots, and digital, on-demand content, continue to be popular and convenient channels for customers to connect to library resources. More customers than ever before are using the library to primarily check out digital materials. By providing services of relevance to our communities, PLS increased total market penetration from 33% in Q2 of 2023 to

36% in Q1 of 2024. By the end of Q1 of 2023, 31% of households in our service area had an active library card. This year's Summer Learning Challenge set yet another record-breaking summer with more than 24 million minutes of learning. 9,785 learners enrolled in the Challenge this year and 48% of customers reached their personal goal of 1,000 points. This was a 9% increase in minutes logged from 2023. As a result, the PLS Foundation donated books to children ages 0-5 enrolled in WIC programs across our three counties.

All this work is led by the PLS Strategic Plan, the priorities of which move the PLS mission, philosophy, and values forward. Decisions made this year and outlined in this document were measured and aligned with each section of the Strategic Plan.

*In November 2023, Norman Public Library Central, our largest facility, was closed by the City of Norman after the discovery of mold. PLS acted quickly to minimize downtime for customers by relocating staff, materials, and technology to a pop-up location downtown: the Library Lab. During this closure, PLS continued to serve our community by providing materials, programming, and the latest technology to the public. Our public service statistics will be skewed this year due to this closure. It is important to note that even with Central's closure, we have not seen a decrease in the number of customers using library services, a testament to the incredible work of the PLS staff.

Financial Highlights

For FY23-24, PLS's general fund reported an ending balance of \$22,332,934 versus \$19,890,158 for FY22-23. Of the FY23-24 year-end total, \$424,288 is committed for outstanding encumbrances, and \$722,361 is assigned for library service upgrades and improvements at current and future branches within the system. A majority of the outstanding encumbrances are for materials and technology equipment. Although the remaining balance of \$21,186,285 is unassigned, with the Board of Trustee's approval PLS will use a portion of these funds toward a facilities masterplan across our three counties. The remainder of the money in these funds will be prudently used or committed to alleviate summer/fall cash flow issues and other emergencies that might arise.

PLS's operating revenue increased by 11.2% this year. This increase enabled PLS to further the library's mission through a variety of opportunities:

- PLS continued to participate in Dolly Parton's Imagination Library (SPIL) program and spent \$124,686 on this program. More than 50% of eligible children in our service area are registered for DPIL and more than 12,000 children receive books for their at-home library.
- Authors Elizabeth Letts and Tembi Locke were paid a total of \$38,483 for this fiscal year's Spark a Change community conversation series.
- PLS spent \$10,205 on the Sunday Stars program in Tecumseh. Sunday Stars is an enrichment program for students in first through third grade who are below grade level in reading and math. Students engage in hands-on STEAM activities, quality reading instruction by Lead Instructors based on Orton Gillingham curriculum, and one-on-one reading time with a Teen Reading Ambassador. PLS partnered with Purcell, Noble and Tecumseh Public Schools to identify and recruit eligible students and measure academic success. In the year prior, PLS received grant funding from the State Department of Education for the Noble and Purcell locations. This coming FY, PLS will fully fund the program in Moore, Newcastle, and Noble.

- PLS spent \$8,800 on scholarships and fees for Gale Presents: Excel Adult High School. Eleven scholarships were awarded, and eight students graduated from the program with their high school diploma. In FY23-24, 11 scholarships were awarded and 8 students graduated. Since implementation of the program, 31 students have graduated from Excel Online High School with their high school diploma.
- Items purchased from the Technology/Equipment budget enhance the customer experience by providing faster and, in some cases, 24/7 access to materials and technology. Purchases included:
 - The purchase and installation of a 24-hour library and canopy in Shawnee for \$165,953. This project had been ongoing for years and the community celebrated alongside PLS at its unveiling in fall 2023.
 - The purchase and installation of five solar benches for \$47,737 in the communities of Norman, Little Axe, Moore, and Newcastle, further closed the digital divide and provided critical connectivity during the aftermath of a devastating tornado in Pottawatomie County earlier this year.
 - New materials sorters were purchased for Southwest Oklahoma City and Norman West libraries for a cost of \$272,298. This equipment decreases the amount of time staff handle materials, allowing items to be available more quickly to customers.
 - A new book locker was purchased for the new Library Lab at the cost of \$17,676.
 - The purchase of eight new self-checks cost \$85,824. These self-checks will be located at the Blanchard, McCloud, Newcastle, Noble, Purcell, and Tecumseh branches and bring an inclusive experience to customers.
 - The purchase of a new laser printer for the Moore Library Maker Lab at a cost of \$14,624, allowing customers to experience the same equipment at all our Maker Labs.
- Additional digital materials were purchased to meet needs and provide customers with a wider selection of titles. Customer demand continues to increase as our digital collections budget increases.

The general fund balance increased by \$2,442,776 from the previous fiscal year due to the increase in collection of revenue.

The Pioneer Library System Foundation completed its fourteenth year of operation as of June 30, 2024. The PLS Foundation was organized for the purpose of "Supporting Literacy and a Love of Learning throughout Pioneer Library System Communities." The Foundation raised over \$400,000 and held annual fundraising events in each of the three counties. The Oklahoma Department of Libraries, the Institute of Museum and Library Services, and the Norman Arts Council awarded the PLS Foundation nearly \$75,000 in grant funds for health literacy initiatives and arts education programming. In addition, the PLS Foundation provided over \$150,000 in financial support for individual branches and many of PLS's programs including the 2024 Spark a Change, Summer Learning Challenge, Excel Online High School, and Dolly Parton Imagination Library. This involves the funding of over 5,800 books that were donated to children enrolled in area health department programs as a reward for surpassing the Summer Learning Challenge community goal of spending more than 24 million minutes learning. Additionally, over 3,300 books were given to children who achieved their individual Summer Learning Challenge goals, participated in Read Across America Day, and through community outreach. The PLS Foundation has been included as a component unit of the Pioneer Library System and the PLS Foundation has issued its own financial statements, available from the Pioneer Library Foundation administrative office.

Overview of the Financial Statement

The Pioneer Library System's basic financial statements consist of fund financial statements, notes to financial statements, and required supplementary information.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the system's finances, in a manner similar to a private-sector business.

The statement of net position represents information on all the system's assets, liabilities, deferred inflows, and deferred outflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the system is improving or deteriorating.

The statement of activities presents information showing how the system's net position changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g. uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found in the following pages of this report.

Fund Financial Statements

The Library System has one kind of funds – Governmental Funds:

Governmental Funds encompass two types: General Fund and Other Governmental Funds:

General Fund represents unrestricted resources that are available for on-going general library operations. This is PLS's primary operating fund.

Other Governmental Funds include Gift/Grant Funds.

Gifts/Grant Funds include funds provided by intergovernmental grants and other third parties' gifts and grants. All those funds are generally restricted as to use. Therefore, each fund accounts for its receipts and disbursements of the restricted functions

Notes to the Financial Statements

The accompanying notes to the financial statements provide information essential to a full understanding of PLS's financial statements.

Supplemental Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information, such as a comparative statement between budget and actual expenditures.

Financial Analysis of Library System's Fund

As financial information is accumulated on a continuous and consistent basis, financial statements and expenditure reports for governmental funds are presented to the Pioneer Library System Board of Trustees.

For fiscal year 2023-2024 governmental fund balances changed as follows

	General Fund	Other	Total
	Funds	Governmental	Governmental
	Funds	Funds	Funds
Revenues	\$ 25,828,978	\$ 287,426	\$ 26,116,404
Expenditures	\$ 23,386,202	\$ 154,271	\$ 23,540,473
Net Increase	\$ 2,442,776	\$ 133,155	\$ 2,575,931

For fiscal year 2022-2023 governmental fund balances changed as follows:

	General Fund	Other	Total
	Funds	Governmental	Governmental
	Funds	Funds	Funds
Revenues	\$ 23,221,439	\$ 159,765	\$ 23,381,204
Expenditures	\$ 21,223,188	\$ 116,653	\$ 21,339,841
Net Decrease	\$ 1,998,251	\$ 43,112	\$ 2,041,363

General Fund

PLS is primarily (or 93%) funded by Ad Valorem (property) tax. For the FY23-24 financial year the tax rates were a 6.06 mill Ad Valorem tax in Pottawatomie County; a 6.11 mill Ad Valorem tax in McClain County; and a 6.11 mill Ad Valorem tax in Cleveland County. For FY23-24, the Counties' assessed property value had an increase of 8.69% versus 8.06% for FY22-23. Actual tax collections increased by 9.42% versus 6.74% for the prior year. The increase of 9.42% was due to the collection of more tax revenue. Fine and other charges for services revenue for FY23-24 decreased by \$15,816 from FY22-23. This decrease was precipitated by the fact that fines for overdue materials were eliminated during the fiscal year. State Aid increased by \$1,233 over the prior year. Interest income increased by \$373,184 over the prior year. This increase is attributed to an increase in interest rates and the increase in the amount of funds in the fund balance.

The Expense category Personnel Services increased from 2023 to 2024 due to the increase in salaries paid as a result of a 4% performance adjustment for eligible employees; an increase in retirement contributions caused by an increase in salaries; an increase in health insurance and dental insurance expenses due to a rate increase from the service provider; an increase in employee assistant program caused by a full year contract with the new provider and an increase in the number of employees; an increase in workers' compensation insurance as our rate increased; and an increase in scholarship as the amount awarded and number of scholarships were increased. The Expense category of Materials increased to purchase more online resources that align with our strategic plan and meet the needs of today's community. The Technology and Automation category increased because of the purchase and installation of a 24 Hour library at Shawnee, the purchase

of new sorters for two branches, the purchase and installation of six smart benches, and the cost of replacing computers throughout the system. The System Services and General and Administrative expense categories were different in 2024 than in 2023 because of the following:

- Professional Services increased due to the addition of a contract and cost increases with several contracts.
- The Employee Development expenses increased due to the attendance at additional conferences and the increased cost of travel, as well as actual cost of venues and amenities to host annual Staff Development Day.
- Equipment expenses increased compared to last year for the purchase of new staff chairs and the purchase of furniture for several new Maker Labs.
- Insurance increased to reflect actual insurance costs.
- Postage increased to reflect actual postage costs.
- Supplies increased due to the increase in the amount and cost of materials cost.
- Telephone expenses decreased to reflect actual costs.
- Vehicle expenses increased because two new vehicles were purchased this year.
- Marketing & Communications costs increased to cover the costs of increased advertising campaigns to elevate awareness of library services.
- Audit expenses increased due to the new signed agreement for services.
- Printing expenses decreased as lease expenses for copiers were capitalized instead of expensed, and the new contract cost was less than the previous contract.
- The number of employees and wages paid increased, resulting in an increase in Data Processing expenses.
- Revaluation increased due to billing increases from the county assessors.
- Board Development expenses increased when compared to last year due to the cost of the board retreat.
- Development expenses increased due to additional sponsorship of events.
- Programming expenses decreased due to some of the current year PLS Reads/Spark a Changes costs of author visits were paid from the previous year.
- System Outreach expenses increased to reflect the increase in expenses for the Dolly Parton's Imagination Library Program and Excel Online High School.
- System Facilities increased to reflect the purchase and installation of AEDs and the opening of the Library Lab because of Central's closure.

Other Governmental Funds

Gifts/Grants Funds: In FY23-24, Pioneer Library System received \$231,750 in gifts and grants.

Pioneer Library System received \$57,634 in grants this year. \$15,000 of these funds were a grant received from the Urban Libraries Council. These funds will be spent on creating internship opportunities and providing resources, skills, and experience for teens who may be at-risk of becoming incarcerated to improve their life circumstances.

The system received a \$10,000 check for winning the American Library Association's John Cotton Dana award for its outstanding library marketing campaigns.

Outright gifts to PLS totaled \$174,386, over 32% (\$55,032) of which was provided by Friends groups throughout PLS. The City of Purcell donated \$11,000 to fund programs at the Purcell Library. All grantors and donors provided financial support and were also active partners providing excellent library services to the community.

The Library System as a Whole

	2023-2024	2022-2023
Assets		
Current and Other Assets	\$ 24,379,985	\$ 21,478,050
Lease Receivable	\$ 618,959	\$ 685,374
Right to Use Leased Assets	\$ 342,454	\$ 9,805
Right to Use Subscription Assets	\$ 278,970	\$ 408,611
Capital Assets	\$ 9,406,268	\$ 9,683,901
Total Assets	\$ 35,026,636	\$ 32,265,741
Liabilities		
Accounts Payable and Accrued Expenses	\$ 713,211	\$ 389,826
Accrued Interest Payable	\$ -	\$ 8,107
Other Liabilities	\$ 427,529	\$ 420,613
Subscription Liability	\$ 123,232	\$ 262,850
Subscription Liability - Current	\$ 152,416	\$ 143,471
Right to Use Liability	\$ 306,966	\$ -
Right to Use Liability - Current	\$ 82,776	\$ 10,111
Total Liabilities	\$ 1,806,130	\$ 1,234,978
Deferred Inflows of Resources		
Inflows Related to Leases	\$ 659,979	\$ 730,691
Total Deferred Inflows of Resources	\$ 659,979	\$ 730,691
Net Position		
Net Investment in Capital Assets	\$ 9,406,268	\$ 9,683,901
Restricted Net Assets	\$ 865,291	\$ 732,136
Unrestricted Net Assets	\$ 22,288,968	\$ 19,884,035
Total Net Position	\$ 32,560,527	\$ 30,300,072
Change in Net Position		
Beginning Net Position	\$ 30,300,072	\$ 28,116,752
Revenues		
Property Taxes	\$ 24,143,315	\$ 22,064,787
Charges for Services	\$ 263,792	\$ 302,165
Operating Grants	\$ 231,750	\$ 113,572
Capital Grants	\$ 6,947	\$ 7,977
State Aid	\$ 114,015	\$ 112,782
Investment Earnings	\$ 869,560	\$ 496,376
Net Change In Beneficial Assets Held by Others	\$ 48,729	\$ 38,216
Loss on Disposal	\$ (13,502)	\$ (59,860)
Total Revenues	\$ 25,664,606	\$ 23,076,015
Expenses		
Public Library Services	\$ 16,497,127	\$ 15,321,466
Administrative Services	\$ 4,009,965	\$ 3,030,725
Depreciation-Unallocated	\$ 2,897,059	\$ 2,540,504
Total Expenses	\$ 23,404,151	\$ 20,892,695
Increase in Net Position	\$ 2,260,455	\$ 2,183,320
Ending Net Position	\$ 32,560,527	\$ 30,300,072

General Fund Budgetary Highlights

The General Fund budget for FY23-24 was \$25,029,543. This was a 8.72% increase over the previous year. The highlights of the budget include:

- A 6.0% salary adjustment for staff who receive a successful or outstanding rating on their annual performance evaluation and are not in their training period.
- Retirement increased to cover projected retirement benefit changes.
- Health Insurance increased \$224,133 to cover the cost of new positions and an estimated 15% rate increase in April 2024.
- Group Term Life Insurance increased \$1,400 due to salary increases.
- Disability Insurance increased by \$3,000 due to salary increases.
- Workers Compensation increased \$10,000 because insurance rates increased.
- Unemployment decreased due to actual activity.
- Scholarship increased \$10,000 due to additional scholarships being awarded to staff to continue their education and benefit the library.
- Materials increased \$393,348 to reflect material cost increases.
- Professional Services increased \$162,133 to reflect contract cost increases.
- Equipment increased \$150,000 to reflect the purchase of additional task chairs and the amount of year-end outstanding purchase orders.
- Insurance increased by \$21,000 due to the insurance rates increase.
- Supplies increased \$30,000 due to the increase in the amount and cost of supplies.
- Telephone decreased \$4,000 to reflect the elimination of duplicative services.
- Mileage increased \$5,000 to reflect an expected increase in the mileage rate.
- Vehicles increased \$15,000 to reflect the increase in vehicle costs.
- Audit decreased \$4,500 to reflect the decrease in the contract cost.
- Miscellaneous increased \$18,600 to reflect an increase in costs.
- Printing decreased to reflect the decrease in copier lease costs.
- Data Processing increased to reflect the actual payroll costs.
- Technology increased \$6,745 to reflect the purchase of additional technology, current year outstanding purchase orders, and the removal of previous year's outstanding purchase orders.
- Employee Development increased \$27,992 due to current year outstanding purchase orders and additional conference expenses.
- Marketing and Communications increased \$131,605 to cover the costs of increased advertising campaigns and outstanding year-end purchase orders.
- Programming decreased \$15,265 due to the removal of prior and addition of current year outstanding purchase orders.
- Assigned Fund Balance reflects several items: Cleveland County, \$124,560; Moore Public Library \$150,806; McClain County, \$173,995; and Pottawatomie County, \$50,000; Library Projects, \$220,000.
- Unassigned Fund Balance increased \$2,163,456.
- Total Fund Balance for 2023-2024 is anticipated to be \$19,890,158.

Capital Asset and Long-Term Debt

PLS's investment in capital assets, net of accumulated depreciation, as of June 30, 2024, was \$9,406,268, and on June 30, 2023 was \$9,683,901. Of the total depreciable capital assets, net of accumulated depreciation, on June 30, 2024, 25% are furniture, equipment and vehicles; 44% are building and property; and the remaining 31% are books and materials. Of the total depreciable capital assets, net of accumulated depreciation, on June 30, 2023, 21% are furniture, equipment, and vehicles; 44% are building and property; and the remaining 35% are books and materials.

PLS has no long-term liabilities. The Board of Trustees limits borrowing to short-term, usually in the fall in anticipation of ad valorem receipts beginning in December. Typically, the note is paid off in mid-January. In FY23-24, PLS borrowed no money and incurred no interest expense.

Economic Environment and Next Year's Budget

PLS's primary revenue is Ad Valorem (property) tax, so the annual growth in the Cleveland, McClain, and Pottawatomie County's property value is the most important factor for PLS's revenue outlook. For the most recent fiscal year PLS collected 6.11, 6.11 and 6.06 mills of the assessed property value from the respective counties. The fractional part of the millage is due to the abolishment of the personal property tax in two of the counties. PLS is now at the millage cap allowed by state law.

In general, PLS still expects a continued growth in the tax revenue for the next year. The Cleveland County Assessor has certified 5.86% growth in property value for 2024; the Pottawatomie County Assessor has certified a 7.12% growth. the McClain County Assessor has certified a 7.96% growth.

For Fiscal Year 2024-2025, the PLS Board of Trustees will consider for approval a general fund budget of 28,588,261 versus \$23,358,100 for 2023-2024. A highlight of the revised budget follows:

- A 6.0% salary adjustment for staff who receive a successful or outstanding rating on their annual performance evaluation and are not in their training period and a 4% salary adjustment for one half of the year to offset their retirement contribution.
- Retirement increased to cover the cost of an increase in the amount of the retirement contribution to 12% and a one-time lump sum True-Up Cashout to eleven staff who were in the Defined Benefit retirement plan. PLS was one of the last library systems in the state to offer a retirement plan of this type and we are proud to now contribute our staffs' future in this way.
- Health Insurance increased to cover an expected increase in costs for the last three months of the fiscal year new rates are received for Medical and Dental Insurance in April and the cost for new positions.
- Workers Compensation Insurance increased to reflect actual costs.
- Unemployment insurance decreased to reflect actual costs.
- Scholarship increased to award scholarships to eligible staff pursuing an undergraduate degree and to award an additional amount of scholarships.
- Materials increased \$50,000 to cover the cost of three new online resources and the cost of outstanding purchase orders.
- Professional Services increased \$411,955 to cover the cost of contract increases, the cost of new contracts, the cost of a pay class and compensation study, and the costs for new accounting software.

- Attorney Fees increased to reflect actual costs.
- Equipment increased \$150,826 to purchase musical instruments and to cover the cost of outstanding purchase orders.
- Equipment Repair and Maintenance increased to cover the repair of technology.
- Insurance increased \$35,000 to reflect actual insurance costs.
- Postage increased to reflect actual costs
- Supplies increased due to increase in the amount and the cost of supplies purchased.
- Telephone decreased \$2,000 to reflect actual costs.
- Vehicles decreased \$75,000 to reflect the purchase of only one vehicle this year.
- Miscellaneous expense decreased \$15,000 to reflect actual costs.
- Printing reflects decrease in the actual costs of the copier lease.
- Revaluation decreased \$14,417 to reflect actual costs.
- Data Processing increased \$3,000 to reflect the actual cost of payroll.
- Employee Development increased \$67,500 for cost increase for staff day training and outstanding purchase orders.
- Hospitality increased \$10,000 to cover the cost of board meetings.
- Marketing and Communications increased \$85,000 to cover the cost of additional TV advertising campaigns to expand reach and to cover the cost of updating signage.
- Programming increased \$68,000 due to an increase in Spark A Change costs.
- System Facilities increased \$1,837,273 to reflect cost of facility changes for the master plan projects for four libraries.
- System Outreach Increased \$75,000 to reflect actual costs.
- Assigned Fund Balance reflects the following: Moore Library, \$150,806
- Unassigned Fund Balance increased \$2,442,776.
- Total Fund Balance for 2024-25 is anticipated to be \$21,908,646.

Contacting the Library System's Financial Management

This financial report is designed to provide a general overview of the Pioneer Library System, comply with finance-related laws and regulations, and demonstrate the Library System's commitment to public accountability. If you have any questions about this report or would like to request additional information, contact:

Pioneer Library System Business Office
300 Norman Center Court
Norman, OK 73072

PIONEER LIBRARY SYSTEM
Statement of Net Position
June 30, 2024

	Primary Governmental Activities	Component Unit Library Foundation
Assets		
Current assets:		
Cash and Cash Equivalents	\$ 22,324,050	\$ 547,808
Beneficial Interest in asset held by others	515,483	96,769
Ad Valorem Tax Receivable	342,364	-
Accrued Interest Receivable	-	266
Lease Receivable	618,959	-
Other Current Assets	1,098,471	9,095
Other Receivable	99,617	14,743
Subscription Assets	278,970	-
Non Current assets:		
Right to Use Assets, Net	342,454	-
Non-Depreciable Capital Assets	381,649	-
Depreciable Capital Assets, Net	<u>9,024,619</u>	<u>-</u>
Total Assets	<u>\$ 35,026,636</u>	<u>\$ 668,681</u>
Liabilities		
Current liabilities:		
Accounts Payable and Accrued Expenses	\$ 713,211	\$ 51,860
Compensated Absences Payable	427,529	-
Right to Use Liability - Current	82,776	-
Subscription Liability - Current	152,416	-
Non Current liabilities:		
Right to Use Liability	306,966	-
Subscription Liability	<u>123,232</u>	<u>-</u>
Total Non Current Liabilities		
Total Liabilities	<u>\$ 1,806,130</u>	<u>\$ 51,860</u>
Deferred Inflows of Resources		
Inflows related to leases	<u>\$ 659,979</u>	<u>\$ -</u>
Net Position		
Net Investment in Capital Assets	\$ 9,406,268	\$ -
Restricted - Non Spendable Net Assets	-	27,845
Restricted - Literacy and Other Programs	865,291	116,633
Unrestricted - Board Designated Endowment	-	19,411
Unrestricted - Undesignated	<u>22,288,968</u>	<u>452,932</u>
Total Net Position	<u>\$ 32,560,527</u>	<u>\$ 616,821</u>

See Accompanying Notes to Financial Statements

PIONEER LIBRARY SYSTEM
Statement of Activities
For the Year Ended June 30, 2024

		Program Revenues			Net (Expense) Revenue and Changes in Net Assets	Net (Expense) Revenue and Changes in Net Assets
					Primary Governmental Activities	Component Unit Library Foundation
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions		
Governmental Activities:						
Public Library Services	\$ 16,497,127	\$ 263,792	\$ 231,750	\$ 6,947	\$ (15,994,638)	
Administrative Services	4,009,965	-	-	-	(4,009,965)	
Depreciation - unallocated	2,897,059	-	-	-	(2,897,059)	
Total Primary Government	<u>\$ 23,404,151</u>	<u>\$ 263,792</u>	<u>\$ 231,750</u>	<u>\$ 6,947</u>	<u>\$ (22,901,662)</u>	
Component Unit						
Library Foundation	<u>\$ 321,900</u>	<u>\$ -</u>	<u>\$ 430,904</u>	<u>\$ -</u>		<u>\$ 109,004</u>
General Revenues:						
Property taxes, levied for general purposes					\$ 24,143,315	\$ -
State aid					114,015	-
Net change in beneficial assets held by others					48,729	8,646
Investment earnings					869,560	6,220
Loss on disposals					(13,502)	-
Total General Revenues					<u>\$ 25,162,117</u>	<u>\$ 14,866</u>
Change in Net Assets					\$ 2,260,455	\$ 123,870
Net position - beginning					<u>30,300,072</u>	<u>492,951</u>
Net position - ending					<u>\$ 32,560,527</u>	<u>\$ 616,821</u>

See Accompanying Notes to Financial Statements

PIONEER LIBRARY SYSTEM
Balance Sheet
Governmental Funds
June 30, 2024

ASSETS	General Fund	Gifts and Fund	Total Governmental Funds
Cash	\$ 22,126,836	\$ 197,214	\$ 22,324,050
Investments	-	515,483	515,483
Receivable from General Fund	-	115,028	115,028
Ad Valorem Tax Receivable	342,364	-	342,364
Lease Receivable	618,959	-	618,959
Other Receivable	58,367	41,250	99,617
Deposit	9,737	-	9,737
Prepaid Expenses	1,088,734	-	1,088,734
Total Assets	<u>\$ 24,244,997</u>	<u>\$ 868,975</u>	<u>\$ 25,113,972</u>
LIABILITIES AND FUND BALANCES			
Liabilities			
Accounts Payable	\$ 485,101	\$ 3,684	\$ 488,785
Accrued Salaries and Employee Benefits	224,426	-	224,426
Compensated Absences Payable	427,529	-	427,529
Payable to Special Revenue	115,028	-	115,028
Total Liabilities	<u>\$ 1,252,084</u>	<u>\$ 3,684</u>	<u>\$ 1,255,768</u>
Deferred Inflow of Resources			
Leases	\$ 659,979	\$ -	\$ 659,979
Fund Balances			
Assigned for Service Upgrades and Improvements	\$ 722,361	\$ 863,557	\$ 1,585,918
Committed for Outstanding Encumbrances	424,288	1,734	426,022
Unassigned	21,186,285	-	21,186,285
Fund Balances, End of Year	<u>\$ 22,332,934</u>	<u>\$ 865,291</u>	<u>\$ 23,198,225</u>
Total Liabilities and Fund Balances	<u>\$ 24,244,997</u>	<u>\$ 868,975</u>	

Amounts reported for governmental activities in the statement of net assets are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$31,954,041 including \$381,649 of non-depreciable assets, and the accumulated depreciation is \$22,547,773.	\$ 9,406,268
Right to use leased assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$438,324 and the accumulated amortization is \$95,870.	342,454
Long-term debt issued for lease liabilities	30,932
Principal payments on long-term debt for lease liabilities	(420,674)
Subscription leased assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. The cost of the assets is \$567,659 and the accumulated amortization is \$288,689.	278,970
Long-term debt issued for SBITA liabilities	(423,943)
Principal payments on long-term debt for SBITA liabilities	156,403
Increase payments on debt service	(8,108)

Total Net Position - Governmental Activities	<u>\$ 32,560,527</u>
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See Accompanying Notes to Financial Statements

PIONEER LIBRARY SYSTEM
Statement of Revenues, Expenditures, and Changes in Fund Balances -
Governmental Funds
For the Year Ended June 30, 2024

	General Fund	Gifts and Grants Fund	Total Governmental Funds
Revenues:			
Property Taxes	\$ 24,143,315	\$ -	\$ 24,143,315
Collections on Book Fines and Copy Services	182,468	-	182,468
Gifts and Grants	-	231,750	231,750
State Revenue	114,015	-	114,015
Other Contracts	81,324	-	81,324
Other Financing Sources	438,296	-	438,296
In-Kind Donations	-	6,947	6,947
Interest	869,560	48,729	918,289
Total Revenues	<u>\$ 25,828,978</u>	<u>\$ 287,426</u>	<u>\$ 26,116,404</u>
Expenditures			
Personal Services	\$ 13,194,310	\$ -	\$ 13,194,310
Materials	3,685,587	154,271	3,839,858
General and Administrative	3,414,389	-	3,414,389
Technology and Automation	1,990,481	-	1,990,481
System Services	1,101,435	-	1,101,435
Total Expenditures	<u>\$ 23,386,202</u>	<u>\$ 154,271</u>	<u>\$ 23,540,473</u>
Net Change in Fund Balance	\$ 2,442,776	\$ 133,155	\$ 2,575,931
Beginning Fund Balance	<u>19,890,158</u>	<u>732,136</u>	<u>20,622,294</u>
Ending Fund Balances	<u><u>\$ 22,332,934</u></u>	<u><u>\$ 865,291</u></u>	<u><u>\$ 23,198,225</u></u>
Total net changes in fund balances - governmental funds			\$ 2,575,931

The change in nets assets reported in the statement of activities is different because:

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are shown in the statement allocated over their estimated useful lives as annual depreciation expenses in the statement of activities. This is the amount by which depreciation exceeds capital outlay during the period.

Depreciation Expense	\$ (2,661,728)	
Capital Outlay	<u>2,773,369</u>	111,641
Amortization expense for intangible right to use lease assets.	<u>\$ (88,067)</u>	(88,067)

The issuance of long-term debt provides current financial resources to governmental funds while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. the amount is the net effect of these differences in the treatment of long-term debt.

Principal Payments on Long Term Debt	\$ <u>41,085</u>	41,085
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Subscription based IT arrangement capital outlay expenditures which were capitalized	\$ 567,659	
Amortization expense for intangible subscription based IT arrangement assets.	<u>(288,689)</u>	278,970

The issuance of long-term debt provides current financial resources to governmental funds while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction has any effect on net position. the amount is the net effect of these differences in the treatment of long-term debt.

New Long Term Debt	\$ (423,943)	
Principal Payments on Long Term Debt	<u>148,295</u>	(275,648)

Prior accumulated fund balance changes for subscription based IT arrangements		5,817
Disposals of capital assets are not considered to be expenditures in the governmental funds. They are however, recorded as a loss in the statement of activities.		
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds:		(13,502)
Disposals of non-depreciable capital assets		<u>(375,772)</u>

Change in net position of governmental activities		<u><u>\$ 2,260,455</u></u>
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See Accompanying Notes to Financial Statements

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies

The Reporting Entity –

Pioneer Library System (the Library) is a corporate body for public purposes created under Title 65 of the Oklahoma Statutes and accordingly is a separate entity for operating and financial reporting purposes.

The Library is governed by trustees composed of 13 voting members. The Library's operations are conducted by a librarian appointed by the trustees. Trustees include voting members who are appointees of the various cities and counties in which the Library has locations.

The Library's financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP). The Library's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) pronouncements and applicable Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless they conflict with GASB pronouncements. The Library's reporting entity does not apply FASB pronouncements or APB opinions issued after November 30, 1989.

Financial Statement Presentation –

In evaluating how to define the Library, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria established by the Governmental Accounting Standards Board (GASB). The basic -- but not the only -- criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise responsibility include, but are not limited to, the selection of governing authority, the designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the Library and/or its citizens, or whether the activity is conducted within the geographic boundaries of the Library and is generally available to its patrons. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the Library is able to exercise oversight responsibilities. Based upon the application of these criteria, the Pioneer Library System Foundation meets the criteria, which requires a component unit to be presented discretely and including in the System's reporting entity.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Account Policies (continued)

Complete financial statements for the Foundation are available from the Foundation's administrative office.

Basic Financial Statements – Government-Wide Statements –

The Library's basic financial statements include both government-wide (reporting the Library System as a whole) and fund financial statements (reporting the Library's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The Library does not have any activities classified as business-type activities. Internal service fund activity is eliminated to avoid "doubling up" revenues and expenses.

In the government-wide Statement of Net Position, the Library's governmental activities are reported using the economic resources measurement focus and the accrual basis of accounting. The Library's net assets are reported in three parts – invested in capital assets, net of related debt; restricted net assets; and unrestricted net assets. Revenues are recognized when earned and expenses are recognized when incurred.

The government-wide Statement of Activities reports both the gross and net cost of each of the Library's programs and functions. The functions are also supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the function. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The net costs are normally covered by general revenue (property taxes, State aid, other taxes etc.).

The government-wide focus is more on the sustainability of the Library as an entity and the change in the Library's net position resulting from the current year's activities.

Basic Financial Statements – Fund Financial Statements

Fund financial statements report detailed information about the Library. The focus of governmental fund financial statements is on major funds rather than reporting funds by type. Non-major funds are aggregated and presented in a single column.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies (continued)

All governmental funds are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Under this basis revenues are recorded when susceptible to accrual; i.e. both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due.

The Library reports the following major governmental funds:

General Fund – is the primary operating fund of the Library. It is used to account for all financial resources except those required to be accounted for in another fund.

Gifts and Grants Fund – is used to account for all gifts and grants made to the Library, which are to be used for specific purposes.

Fund Balance:

Fund Balance – In the government-wide financial statements, equity is classified as net assets and displayed in three components:

1. Invested in capital assets – Consists of capital assets, net of accumulated depreciation.
2. Restricted net assets – Consists of net assets with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
3. Unrestricted net assets – All other assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

When both restricted and unrestricted net assets are available for use, generally it is the Library's policy to use restricted resources first.

Governmental fund equity is classified as fund balance. Fund balance is further classified as follows:

- a) Non-spendable – Includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies (continued)

- b) Restricted – Includes fund balance amounts that are constrained for specific purposes which are externally imposed by contributors, grantors, or amounts constrained due to constitutional provisions or enabling legislation.
- c) Committed – Includes fund balance amounts that are constrained for specific purposes that are internally imposed by the System through formal action of the highest level of decision making authority. The Board of Trustees is the highest level of decision making authority that can commit fund balance. Once committed, the limitation imposed remains in place until a similar action is taken to remove or revise the limitation.
- d) Assigned – Includes fund balance amounts that are constrained by the Library's intent to be used for specific purposes, but are neither restricted nor committed. Intent can be stipulated by the Board of Trustees. With the exception of the General Fund, this is the residual fund balance of the classification for all governmental funds with positive balances.
- e) Unassigned – Includes the residual balance of the General Fund that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes with the General Fund.

When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the Library considers amounts to be spent first out of committed funds, then assigned funds, and finally unassigned funds as needed, unless the Board of Trustees has provided otherwise in its commitment or assignment actions.

Basis of Accounting – Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Capital Assets – Capital assets purchased or acquired with an original cost of \$1,000 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expenses as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives

Furniture and Fixtures	7 years
Computer Equipment	4 years
Vehicles	5 years
Books and Materials	5 years
Buildings	40 years

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies (continued)

Compensated Absences – The Library accrues accumulated unpaid annual leave when earned by the employee. Generally, annual leave must be taken during the calendar year earned. Eligible employees who end their employment with the Library are reimbursed for each day of accumulated annual leave.

Budgets and Budgetary Accounting – The Library is required by state law to prepare an annual budget. The budget is filed with the Oklahoma Department of Libraries, various City or Town Clerks if the City or Town has a PLS Board of Directors member, the County Commissioners and County Excise Boards of each County that is a Library member, the Oklahoma State Auditor, the Oklahoma State Inspector, and the State of Oklahoma Equalization Board.

Budgets generally assume the expenditure of all available resources. Therefore, when the legal budget is prepared, it is assumed these funds will not have a carryover balance to a subsequent year. Program revenue received but not spent is restricted and deferred to the subsequent fiscal year. Amounts reported as program revenue includes (1) charges to customers, (2) operating grants and contributions, and (3) capital grants and contributions.

Cash and Cash Equivalents – The Library considers all cash on hand, demand deposits, money market checking and certificates of deposit with an initial maturity of three months or less, held at an individual bank which are subject to early withdrawal penalties no matter what the maturity period, to be cash. All short-term cash surpluses are maintained in a cash pool, the earnings from which are allocated to each fund based on month-end deposit balances.

Fair Market Value Measurement – Fair value is defined as “the price that would be received to sell an asset, or paid to transfer a liability in an orderly transaction between market participants at a measurement date”.

Accounting standards set a framework for measuring fair value using a three tier hierarchy based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 – Values are unadjusted quoted prices for identical assets and liabilities in active markets that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices for identical assets or liabilities that are observable in the market place. For example, Level 2 inputs include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices are observable for the asset or liability (such as interest rates and yield curves, volatilities, prepayment speeds, loss severities, credit risks, and default rates), and market-corroborated inputs.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies (continued)

Level 3 – Inputs that are unobservable (supported by little or no market activity) and are significant to the fair value measurement. Unobservable inputs reflect the Library's best estimate of what hypothetical market participants would use to determine a transaction price for the asset or the liability at the reporting date.

Financial assets and liabilities carried at fair value on a recurring basis include beneficial interests in assets held by others.

Receivables – All taxes receivable are expected to be collected in one year.

Property Tax Revenues – Property taxes attach an enforceable lien on property as of January 1. Taxes are levied annually on November 1 and are due one-half by December 31 and one-half by March 31. The County Assessor's office bills and collects the property taxes and remits to the Library its portion. Property taxes not paid prior to April are considered delinquent. Such delinquent tax payments have not historically been material. Delinquent tax payments are received throughout the year and are recognized as revenue in the year received, except for those received within 60 days of year end, which are recognized as revenues as of June 30, 2024 in both the government-wide and fund financial statements.

State Revenues – The Library receives revenue from the state to administer certain categorical library programs.

Interfund Balances - During the course of normal operations, the Library has transactions between funds including expenditures and transfers of resources to provide services, purchase assets and service debt. Transactions that are normal and recurring between funds are recorded as operating transfers.

Contributed Facilities and Services – The Library operates several branches located in government-owned buildings and receives certain services without charge. The estimated fair rental value of the premises and service is not reported in the accompanying statement of revenues, expenditures, and changes in fund balance.

Grants - The Library records income from grants in the period received or to the extent of expenses paid prior to reimbursement by a grant.

Income Taxes - The Library was established under the provisions of the Oklahoma Constitution and as such is exempt from income taxes under the Internal Revenue Code as a unit of government.

The Foundation is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Foundation has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions. No provision for federal or state income taxes has been recorded.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies (continued)

There was no interest or penalties to the Internal Revenue Service included in these financial statements.

Tax years before 2020 are no longer subject to examination by the Internal Revenue Service and the State of Oklahoma.

Prepaid Expenses - The Library records prepaid insurance, subscriptions and maintenance agreements for that portion of payments which have not been used at year-end for government-wide financial statement purposes. Prepaid expense is included in other current assets in the statement of net assets.

Restricted Resources - The Library records gifts and grants as restricted when the donor specifies a restriction on the timing or use of the gift or grant. Expenses are allocated first to the restricted resource. If additional expense is incurred, the expense is allocated to unrestricted funds when the restriction has been depleted.

Deferred Outflows and Inflows of Resources – In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

See Note 6 for discussion of the System's deferred outflows of resources and deferred inflows of resources.

Use of Estimates - The preparation of financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The System uses an estimate based on municipal bond rate yield curves as the discount rate for leases and subscription-based information technology arrangements unless the rate that the lessor/vendor charges is known.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 1 – Summary of Significant Accounting Policies (continued)

New Accounting Pronouncements – During the year, the System implemented GASB Statement No. 99, *Omnibus 2022* and GASB Statement No. 100, *Accounting changes and error corrections – an amendment to GASB Statement No 62*. Statement No. 99 was issued to enhance the comparability in accounting and reporting and to improve the consistency of authoritative literature by addressing practice issues identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees. This statement provided clarification of provisions in Statement No. 87, *Leases* and Statement No 96, *Subscription-Based Information Technology Arrangements*. The clarification on leases related to the determination of the lease term, the classification of a leased as a short-term lease and the recognition and measurement of a lease liability and a lease asset. The clarification on SBITA's related to the term, the classification of a SBITA as short-term, and recognition and measurement of the subscription liability. Statement 100 was issued to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity. The statement prescribes the accounting and financial reporting for each type of accounting change and error correction. The statement requires note disclosures in the financial statements providing descriptive information about the changes and the errors.

Note 2 – Cash and Investments

The Library's investment policies are governed by state statute. Permissible investments include direct obligations of the United States Government and Agencies; certificates of deposit of savings and loan associations and bank and trust companies; and savings accounts or savings certificates of savings and loan associations and trust companies. A certificate of deposit in the amount of \$9,737 is pledged on a letter of credit for a security deposit.

Custodial Credit Risk - Deposits – Custodial credit risk is the risk that in the event of a bank failure, the Library's deposits may not be returned to it. At June 30, 2024, none of the Library's bank balance of 22,769,362 was exposed to custodial credit risk because it was not insured or collateralized. The balance is fully collateralized with securities held by First Fidelity Bank in the Library's name. The market value of these securities as of June 30, 2024 was \$27,778,465 plus \$250,000 of FDIC insurance gives coverage of \$28,028,465.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 2 – Cash and Investments (continued)

Beneficial interest in assets held by others – In previous years the Library transferred funds to the Communities Foundation of Oklahoma (CFO) and the Norman Communities Foundation (managed by the Communities Foundation of Oklahoma) for investment. The recorded portion of all of these funds consists of transfers to CFO from the Library and the earnings thereon.

The following methods and assumptions were used to estimate the fair value of the beneficial interest in assets held by others reported at fair market value in the accompanying financial statements.

The organization believes that fair value of the future cash flows to be received from its beneficial interest in assets held by other the CFO which primarily include a diversified portfolio of marketable securities. The organization classifies its beneficial interest in the assets held by the CFO as level 3.

As of June 30, 2024, assets measured at fair value on a recurring basis are classified within the fair value hierarchy as follows:

	Total	Level 1	Level 2	Level 3
Beneficial interest in assets held by CFO	\$ 515,474	\$ -	\$ -	\$ 515,474
Total Recurring Fair Value Measurements	<u>\$ 515,474</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 515,474</u>

Grant awards shall be available for distribution on a yearly basis, subject to final approval by the Board of Directors of CFO, and based on a specified percentage of the fair market value of assets on a rolling average of the previous eight quarters. The Community Foundation maintains variance power over these assets.

Variance power assures donors that if the charitable purpose of their contribution becomes impractical or impossible, the distributions will be directed to similar purposes in the community. The Library's board may, by an affirmative vote of two thirds of the board, for an unusual circumstance, recommend and request distribution of all or part of the assets held by CFO. However, the CFO has the ultimate authority over and control of all property held by CFO. No distributions were received for the year ended June 30, 2024 from the these combined funds.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 2 – Cash and Investments (continued)

The Community Foundation maintains legal ownership of the funds. However, accounting principles generally accepted in the United States of America require the Organization to reflect its beneficial interest in these assets in its financial statements.

At June 30, 2024, assets transferred to the Community Foundation the Organization had a fair value of \$515,474 based on the approximate present value of future cash flows from CFO.

Direct donations to existing funds at the Community Foundation from individuals are restricted for endowment purposes and are not recorded as assets of the Library. Only the earnings on these funds can be distributed to the Library.

Distributions in the amount of \$1,798 for the year ended June 30, 2024, were received by the System. The fair value of the funds originally donated by third parties at June 30, 2024 was \$38,928. The Organization has no remainder interest in the corpus of these funds.

Note 3 – Collections

The Library has not capitalized existing inexhaustible collections, including research books, because the values are not readily determinable.

Note 4 – Lease Receivable

On November 1, 2013, the Library entered into a 20 year lease with the City of Norman, a related party, to lease building space to the city. The fixed payment increases \$.90 per square foot every five years of the lease term. The Library purchased \$500,000 and put into service \$500,000 of F&E that the City is repaying at a rate of \$50,000 per year for 10 years at 3.75% interest. The lease receivable was measured at the present value of the future minimum rent payments expected to be received during the lease term at a discount rate of 3.75% which is stated in the agreement. The repayment of the \$500,000 of F&E was paid off this year.

A deferred inflow of resources is recorded for the lease. The deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 4 – Lease Receivable (continued)

In fiscal year 2024, the Library recognized \$46,289 of lease revenue and \$24,378 of interest revenue under the lease which is included in Other Contracts on the Statement of Revenue, Expenditures, and Changes in Fund Balances – Governmental Funds.

The cost of the leased space is included in the Building category in Note 11 – Capital Assets, and the amount of accumulated depreciation thereon. The amount of cost attributable to only the leased space is not determinable and therefore not disclosed here.

The future minimum lease payments are due as follows:

Year Ending June 30	Principal Payments	Interest Payments	Total
2025	\$ 53,299	\$ 22,301	\$ 75,600
2026	55,332	20,268	75,600
2027	57,443	18,157	75,600
2028	59,635	15,965	75,600
2029	66,156	13,644	79,800
2030-2034	327,094	27,806	354,900
	<u>\$ 618,959</u>	<u>\$ 118,141</u>	<u>\$ 737,100</u>

Note 5 – Right to Use Assets

The Library has recorded right to use lease assets as a result of implementing GASB 87. The right to use assets are initially measured at an amount equal to the initial measurement of the related lease liability plus any lease payment made prior to the lease term, less lease incentives, and plus any ancillary charges necessary to place the lease into service. The Library has recorded two types of right to use leased assets. The assets are right to use assets for 32 leased copiers and 1 leased postage machine. The right to use leased assets are amortized on a straight-line basis over the terms of the related leases.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 5 – Right to Use Assets (continued)

Right to use asset activity for the Primary Government for the year ended June 30, 2024 was as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024
Right to use assets				
Leased copiers	\$ 219,812	\$ 420,674	\$ 219,812	\$ 420,674
Leased postage meter	17,650	-	-	17,650
Total right to use assets	<u>\$ 237,462</u>	<u>\$ 420,674</u>	<u>\$ 219,812</u>	<u>\$ 438,324</u>
Less accumulated amortization for:				
Leased copiers	219,854	84,186	219,854	84,186
Leased postage meter	7,803	3,881	-	11,684
Total accumulated amortization	<u>227,657</u>	<u>88,067</u>	<u>219,854</u>	<u>95,870</u>
Right to use assets, net	<u>\$ 9,805</u>	<u>\$ 332,607</u>	<u>\$ (42)</u>	<u>\$ 342,454</u>

Note 6 – Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The system has no current items that meet this criterion. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The system has one item that meets the criterion for this category - leases. Refer to Note 4.

Note 7 – Long-Term Obligations

Leases

The Library has entered into agreements to lease certain equipment. The lease agreements qualify as other than short-term leases under GASB 87 and, therefore, have been recorded at the present value of the future minimum lease payments as of the date of their inception.

The first lease agreement was executed on 1/1/2021 to lease a postage machine and requires twenty quarterly payments of \$1,071. There are no variable components of this lease. The lease liability is measured at a discount rate of 4.3% which was the rate provided to the Library by its bank. As a result of this lease the Library has recorded a right to use asset with a current net book value of \$5,925.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 7 – Long-Term Obligations (continued)

The second lease agreement was executed on 12/8/2023 to lease thirty-two copiers and requires sixty monthly lease payments of \$7,818. There are no variable components of this lease. The lease liability is measured at a discount rate of 4.3% which was the rate provided to the Library by its bank. As a result of this lease the Library has recorded a right to use asset with a current net book value of \$336,519.

The future minimum lease obligations and net present value of these minimum lease payments as of June 30, 2024, were as follows:

Year Ending June 30	Principal Payments	Interest Payments	Total
2025	\$ 82,776	\$ 15,139	\$ 97,915
2026	85,351	11,523	96,874
2027	85,802	7,859	93,661
2028	89,557	4,073	93,630
2029	46,256	590	46,846
	<u>\$ 389,742</u>	<u>\$ 39,184</u>	<u>\$ 428,926</u>

Note 8 – Subscription-Based Information Technology Arrangements (SBITAs)

The System has entered into subscription-based technology arrangements involving various library management and operational software with terms ranging from 1.5 to 6 years.

A summary of SBITA asset activity during the year ended June 30, 2024, for the system is as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024
Other capital assets				
SBITA	\$ 550,037	\$ 17,622	\$ -	\$ 567,659
Total capital assets (intangible)	<u>\$ 550,037</u>	<u>\$ 17,622</u>	<u>-</u>	<u>\$ 567,659</u>
Less accumulated amortization				
SBITA	(141,426)	(147,263)	-	(288,689)
Total accumulated amortization	<u>(141,426)</u>	<u>(147,263)</u>	<u>-</u>	<u>(288,689)</u>
Other capital assets, net	<u>\$ 408,611</u>	<u>\$ (129,641)</u>	<u>\$ -</u>	<u>\$ 278,970</u>

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 8 – Subscription-Based Information Technology Arrangements (SBITAs)
(continued)

SBITA Obligations during the year ended June 30, 2024, for the system is as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024	Amounts Due Within One Year
Lease Obligations	\$ 406,321	\$ 17,622	\$ 148,295	\$ 275,648	\$ 148,295
	<u>\$ 406,321</u>	<u>\$ 17,622</u>	<u>\$ 148,295</u>	<u>\$ 275,648</u>	<u>\$ 148,295</u>

The future subscription payments under SBITAs for the System are as follows:

Year Ending June 30	Principal Payments	Interest Payments	Total
2025	\$ 152,416	\$ 5,309	\$ 157,725
2026	60,821	2,856	63,677
2027	62,411	1,457	63,868
	<u>\$ 275,648</u>	<u>\$ 9,622</u>	<u>\$ 285,270</u>

Note 9 – Short-Term Borrowing

On an annual basis, the Library utilizes short-term unsecured promissory notes in anticipation of the collection of ad valorem taxes. In accordance with Title 65 Section 4-105 of the Oklahoma Statutes, the term of the loan may not exceed one year. As of June 30, 2024, no balance was owed. No interest expense was paid or incurred during the year ended June 30, 2024 related to short-term borrowing.

Note 10 – Other Current Liabilities

The liability balance and activity for the year were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Compensated Absences	\$ 420,613	655,969	649,053	\$ 427,529	\$ 427,529

The general fund will be used to settle the compensated absences liability.

Note 11– Commitments

Encumbrances – As discussed in Note 1 above, budgetary information, budgetary basis of accounting, and encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 11– Commitments (continued)

At June 30, 2024 the amount of encumbrances expected to be honored upon performance by the vendor in the next year were:

General Fund	\$ 424,288
Gifts and Grants Fund	<u>1,734</u>
Total	<u>\$ 426,022</u>

Note 12 – Capital Assets

Subscription based information technology arrangement assets are amortized over the shorter of useful life or the term of the associated contract.

Capital assets of the System at June 30, 2024 are as follows:

	Beginning <u>Balances</u>	<u>Increases</u>	<u>Decreases</u>	Ending <u>Balances</u>
Non-depreciable Capital Assets:				
Land	\$ 161,179	\$ -	\$ -	\$ 161,179
Computer Equipment	<u>375,772</u>	<u>220,470</u>	<u>375,772</u>	<u>220,470</u>
Total Non-Depreciable Capital Assets	<u>\$ 536,951</u>	<u>\$ 220,470</u>	<u>\$ 375,772</u>	<u>\$ 381,649</u>
Depreciable Capital Assets:				
Library Books	\$ 17,261,318	\$ 1,261,734	\$ 907,405	\$ 17,615,647
Building	5,147,902	-	-	5,147,902
Furniture and Fixtures	1,343,856	134,394	1,399	1,476,851
Computer Equipment	5,857,126	1,044,722	177,130	6,724,718
Vehicles	<u>557,898</u>	<u>112,049</u>	<u>62,673</u>	<u>607,274</u>
Total Depreciable Capital Assets	<u>30,168,100</u>	<u>2,552,899</u>	<u>1,148,607</u>	<u>31,572,392</u>
Less Accumulated Depreciation for:				
Library Books	14,056,703	1,639,557	907,405	14,788,855
Building	1,078,043	136,027	-	1,214,070
Furniture and Fixtures	1,196,910	40,404	1,399	1,235,915
Computer Equipment	4,265,207	786,533	163,628	4,888,112
Vehicles	<u>424,287</u>	<u>59,207</u>	<u>62,673</u>	<u>420,821</u>
Total Accumulated Depreciation	<u>21,021,150</u>	<u>2,661,728</u>	<u>1,135,105</u>	<u>22,547,773</u>
Total Depreciable Capital Assets, Net	<u>\$ 9,146,950</u>	<u>\$ (108,829)</u>	<u>\$ 13,502</u>	<u>\$ 9,024,619</u>

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 13 – Fund Balance

The following table shows the fund balance classifications as shown on the governmental funds balance sheet as of June 30, 2024:

	General Fund	Gifts and Grants Fund	Total Governmental Funds
Fund Balance			
Assigned:			
Cleveland County Libraries	\$ 124,560	\$ -	\$ 124,560
Moore Library Project	150,806	-	150,806
McClain County Libraries	173,995	-	173,995
Pottawatomie County Libraries	50,000	-	50,000
Library Projects	220,000	-	220,000
Special Revenue Funds	-	863,557	863,557
Committed:			
Reserved for Encumbrances	424,288	1,734	426,022
Unassigned	21,189,285	-	21,189,285
Total Fund Balance	<u>\$ 22,332,934</u>	<u>\$ 865,291</u>	<u>\$ 23,198,225</u>

Note 14– Defined Contribution Retirement Plan

Plan Description - On January 1, 2009 the Library implemented this plan. Normal retirement age for this plan is 65 years of age. Death and deferred vested benefits are also available under this plan. All benefits vest after 5 years of credited service. Employees who retire after age sixty-five will receive their vested benefits in one of the following manners out of the amount accumulated in their accounts: (i) by lump sum payments, or (ii) in equal monthly, quarterly, semi-annual or annual installment payments; provided an installment election must be for a period less than their life expectancy or the life expectancy of their beneficiaries.

Funding Policy - Employees of the Library are not required to contribute to the plan. The Library makes an annual contribution based on a percentage of an employee's salary. For employees that were members of the Defined Benefit retirement plan that was frozen in 2008, the percentage of salary was based on an actuarial calculation that was done in 2008. These percentages were reviewed and recalculated during the current year which resulted in several of the percentages being changed. These new percentages were used when calculating the contributions to participants' accounts for 2024. The Pioneer Library System Board of Trustees has the authority to establish and or amend the funding policy of the plan. Contributions paid to the plan for the year ended June 30, 2024 totaled \$476,896.

PIONEER LIBRARY SYSTEM
Notes to Financial Statements
June 30, 2024

Note 15 – Risk Management

The Library is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions and natural disasters for which the System carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

Note 16 – Termination Benefits

The Library offered a one-time voluntary retirement incentive to up to 3 employees. To be eligible the employee was required to be a salaried employee and to have 15 years of service with the Library. The first 3 employees who completed and returned a signed offer agreement were selected to receive the benefit. By accepting the offer the employees agreed to a retirement date of May 1, 2024. The offer was for the employee to receive a one-time payment in the amount equal to their annual salary. The total amount of payments issued to employees was \$95,782. Payments were issued on May 15, 2024.

Note 17 – Subsequent Events

Subsequent events have been evaluated through the issuance date of this report.

The system continues to operate at pre-pandemic service levels at the essential services provided in the previous phase.

PIONEER LIBRARY SYSTEM
Budgetary Comparison Schedule - General Fund (Unaudited)
June 30, 2024

	Budgeted Amounts Original	Budgeted Amounts Final	Actual Amounts GAAP Basis	Budget to GAAP Differences Over(Under)	Actual Amounts Budgetary Basis	Variance with Final Budget Positive (Negative)
Resources (inflows)						
Property Taxes	\$ 21,910,706	\$23,814,474	\$ 24,143,315	\$ 105,648	\$ 24,037,667	\$ 223,193
State Revenue	112,782	112,782	114,015	-	114,015	1,233
Interest	320,000	375,000	869,560	24,914	844,646	469,646
Other Financing Sources	-	-	438,296	438,296	-	-
Other	242,385	241,021	263,792	24,952	238,840	(2,181)
Use of Designated Fund Balance	-	486,266	-	-	-	(486,266)
Amounts Available for Appropriation	<u>22,585,873</u>	<u>25,029,543</u>	<u>25,828,978</u>	<u>593,810</u>	<u>25,235,168</u>	<u>205,625</u>
Charges to Appropriations (outflows)						
Personnel Services	14,024,172	14,905,443	13,194,310	(19,756)	13,174,554	1,730,889
Materials	3,090,000	3,750,000	3,685,587	56,783	3,742,370	7,630
General and Administrative	2,240,230	2,669,100	3,414,389	(625,437)	2,788,952	(119,852)
Technology	2,012,265	2,500,000	1,990,481	11,052	2,001,533	498,467
System Services	<u>1,003,864</u>	<u>1,205,000</u>	<u>1,101,435</u>	<u>83,906</u>	<u>1,185,341</u>	<u>19,659</u>
Total Charges to Appropriations	22,370,531	25,029,543	23,386,202	(493,452)	22,892,750	2,136,793
Change in Net Assets	215,342	-	2,442,776	1,087,262	2,342,418	(1,931,168)
Beginning Fund Balance	<u>17,025,094</u>	<u>19,359,600</u>	<u>19,359,600</u>	-	<u>19,359,600</u>	-
Ending Fund Balance	<u>\$ 17,240,436</u>	<u>\$ 19,359,600</u>	<u>\$ 21,802,376</u>	<u>\$ 1,087,262</u>	<u>\$ 21,702,018</u>	<u>\$ (1,931,168)</u>

Budget to Actual Reconciliation:

Revenues on a budgetary basis are based on cash received rather than the modified accrual basis used for financial reporting

\$ 593,810

Encumbrances for the prior fiscal year which were included in the year ordered for budgetary purposes but were cancelled during the current budgetary year

493,452

\$1,087,262

Under the budgetary basis of accounting revenues are recognized when they are received rather than earned. Purchases of materials, outside services and capital outlay are recognized as expenditures when the commitment to purchase is made (encumbered).

Notes to required Budgetary Information

Note Budgeting and Budgetary Control

Oklahoma Statue requires the System to prepare an annual budget. The budget is filed with the various County Excise Boards. The System adopts its budget at the fund level.

Budgetary Basis of Accounting

Under the budgetary basis of accounting, revenues are recognized when they are received rather than earned. Purchases of materials, outside services and capital outlay are recognized as expenditures when the commitment to purchase is made (encumbered).



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

September 20, 2024

To the Board of Trustees of
Pioneer Library System
Norman, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund and the fiduciary fund type of Pioneer Library System (the System), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the System's basic financial statements, and have issued our report thereon dated September 20, 2024. The financial statements of the aggregate discretely presented component unit, the Pioneer Library System Foundation, were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with the Pioneer Library System Foundation.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the System's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, we do not express an opinion on the effectiveness of the System's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



CPA

America counts on CPAs®

To the Board of Trustees of
Pioneer Library System
September 20, 2024

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the System's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

GRAY, BLODGETT & COMPANY, PLLC





Gray, Blodgett & Company, PLLC

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS ADVISORS

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BLAKE T. MCGUCKIN, CPA
RHONDA E. RAY, CPA
BRIAN C. WILKINS, CPA
JASON D. WINTERS, CPA

September 20, 2024

To the Board of Trustees
Pioneer Library System

We have audited the financial statements of the governmental activities, the aggregate discretely presented component unit, and each major fund of Pioneer Library System for the year ended June 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller of the United States, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 13, 2024. Professional standards also require that we provide you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated August 13, 2024, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to management in telephone and electronic mail discussions about planning matters.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Pioneer Library System are described in Note 1 to the financial statements. New accounting policies as described in Note 1 were adopted and the application of existing policies was not



To the Board of Trustees
Pioneer Library System
September 20, 2024

changed during the year. We have noted no transactions entered into by the System during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events.

Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the System's financial statements were:

Management's estimate of depreciation expense is based on the expected lives of depreciable assets. We evaluated the key factors and assumptions used to develop depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

The estimate of fair market value of investments held by the System is also considered a sensitive estimate. Management's estimate of the market values is based on information as provided by a third party. We evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate to the financial statements taken as a whole. The uncorrected misstatements or the matters underlying them could potentially cause future period financial statements to

To the Board of Trustees
Pioneer Library System
September 20, 2024

be materially misstate, even though, in our judgment, such uncorrected misstatements are immaterial to the financial statements under audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 20, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the System's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. Management consulted with another accountant regarding right to use assets and subscription based information technology arrangements. We are familiar with the other accountant and believe the advice that management received was sound. The information provided to management agrees with the GASB 96, Subscription-Based Information Technology Arrangements literature.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the System's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

To the Board of Trustees
Pioneer Library System
September 20, 2024

Other Matters

We applied certain limited procedures to management's discussion and analysis and the budgetary comparison schedule – general fund, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with managements' responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the use of the board of trustees and management of Pioneer Library System and is not intended to be and should not be used by anyone other than these specified parties.

GRAY, BLODGETT & COMPANY, PLLC
Gray, Blodgett & Company, PLLC

ALG-CX-12.2: Audit Difference Evaluation Form

Governmental Unit:		Pioneer Library System			Financial Statement Date:		30-Jun-24			
Description (Nature) of Audit Difference (AD)	Factual (F), Judgmental (J), or Projected (P)	Cause	W/P Ref.	Financial Statement Effect—Amount of Over- (Under-) statement of:						
				Total Assets	Total Liabilities	Working Cap.	Fund Balance/Net Position	Revenues	Expen.	Change in Fund Balance/ Net Position
Grant revenue and grant expense are overstated.	Factual	When the revenue was transferred to the Foundation, an						51,172	-51,172	
Total				0	0	0	0	51,172	-51,172	0



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acceptance of Heritage Plains public infrastructure and placing the maintenance bonds into effect.

Background: The public improvements associated with the Heritage Plains Phase I have been completed and are ready to be accepted by the City. The water, sewer, and paving, grading and drainage improvements are located just west of Kickapoo Street between Westech and Garrett's Lake Rd. As required, the developer paid 100% of the construction costs.

The improvements were installed and inspected to the City of Shawnee specifications. The utilities passed all required testing and are now ready for acceptance. The acceptance of the improvements by the City Commission will place the maintenance bonds into effect.

Financial Impact: Not applicable

Attachments: FULLY EXEC CONTRACT- Heritage Plains-Paving and Drainage bonds, Bond#GR63180, Bond#GR63181

Staff Recommendation: Acceptance of the improvements

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of, February, 2024, by and between:

Heritage Plains, LLC
hereinafter called "Owner", and

First Water Contracting, LLC
hereinafter called "Contractor",

RECITALS:

WHEREAS, Owner is engaged in the development of Heritage Plains, a Residential and/or Commercial development, located in Shawnee, Pottawatomie County, Oklahoma (the "Project");

WHEREAS, Owner desires to engage Contractor to perform the Paving & Drainage on the Project in accordance with the Project design plans, and Contractor desires to perform the Work in the manner set forth in the Project design plans and this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, Owner and Contractor agree as follows:

1. Work. Contractor agrees to furnish all labor, material, equipment, appliances, appurtenances, and supervision necessary to complete the following work:

Paving & Drainage for the Project, in accordance with the Bid Schedule attached hereto (the "Work").

Contractor agrees to complete the Work in a good and workmanlike manner, according to the plans and specifications of Holtzen Engineering Group, and to the full satisfaction of said Engineer ("Design Plans"), and in compliance with the applicable codes, laws, and regulations of the City of Shawnee, Pottawatomie County, and the State of Oklahoma.

2. Schedule of Work, Work Stoppage, and Abandonment. Contractor agrees to begin the Work within 7 calendar days, following notification by the Owner that the Project is far enough advanced to allow commencement of that portion of the Work included hereunder ("Notice to Proceed"), and to carry-forward and complete the Work as rapidly as Owner may judge that the progress of the Project will permit, and in such a manner as not to delay or otherwise interfere with the work of the Owner or any other contractor or subcontractor, unless detained by other contractors or subcontractors; in which event Contractor will promptly notify Owner in writing setting forth the specific cause for delay. Owner, if satisfied that said delay is not caused by Contractor's actions

or failure to act, will allow Contractor additional time, sufficient in Contractor's sole discretion, to complete that portion of the Work that has been reasonably delayed through no fault of Contractor. This paragraph shall cover any extra work done under this Agreement.

Time is of the essence of this agreement. Contractor shall complete the Work within 60 Working Days (as defined below) following the date of the Notice to Proceed ("Completion Period"). As used in this Agreement, the term Working Day(s) shall mean each day from and after the Notice to Proceed other than those days which Owner and Contractor specifically agree are non-working days (ie, certain holidays and weekends, as agreed to between the parties) and any days which Owner agrees are non-working days due to i) delays not caused by fault of Contractor, or ii) delays attributable to inclement weather (subject to the terms and conditions of this Agreement). Should Contractor fail to complete the Work in accordance with the above described time period, Owner shall deduct \$250.00 from the consideration owed to Contractor pursuant to this Agreement for each Working Day exceeding the scheduled Completion Period.

In the event Contractor fails to be on the Project site and performing the Work for a period of five (5) consecutive Working Days, and such failure to perform is not excused pursuant to the explicit terms and conditions of this Agreement, then Contractor shall be deemed to have abandoned the Project and be in default under this Agreement. In such occurrence of Abandonment, Owner may direct Contractor in writing to stop Work and may unilaterally terminate this Agreement. Owner may, without prejudice to other remedies, complete any remaining portion of the Work, charging the cost of such work then remaining unperformed against any monies held for the account of the Contractor and to further charge Contractor for any excess costs sustained as a result of Contractor's failure to perform with the right to sue at law or an equity for any such excess cost.

3. Contractor's Duties. Contractor shall furnish all bonds of whatever nature may be required by the City of Shawnee in connection with the performance and final acceptance of the Work. The cost of any and all said bonds is included in the price and consideration hereinafter set forth. The Contractor shall furnish to the Owner simultaneously with the signing of this Agreement a Certificate of Insurance evidencing statutory coverage for Workman's Compensation, Public Liability, and Property Damage Insurance, and does hereby indemnify and hold harmless the Owner as pertains to any loss or exposure covered by the above types of insurance. In addition, Contractor shall furnish to the City of Shawnee a similar Certificate of Insurance naming the City of Shawnee as additional insured and as certificate holder. Contractor further agrees to pay all Local, State, and Federal taxes, of whatever kind and nature, and to furnish to the Owner, upon request, evidence of such payments.

4. Inclement Weather. Contractor will be allowed delays for weather conditions, based on the concurrence of Contractor and Owner or Engineer, for two circumstances: i) isolated inclement weather, wherein the conditions of the Project site are determined to be unsuitable for Contractor to perform the Work and such conditions are attributable to isolated events of precipitation lasting a period of hours or days that prevents Contractor from performing the Work for a relatively short duration until Project site and local weather conditions improve to allow Work to resume; and, ii) sustained inclement weather, wherein the Project site is determined to be unsuitable for Contractor to perform the Work for a sustained period of time, such as the winter months, with only an occasional Working Day within the sustained conditions which are unsuitable for the Work. If Contractor believes either condition applies, a request shall be made to Engineer or Owner for a

site meeting and a joint determination of the site conditions and approval of the delay. Engineer will catalog these approved delays and will incorporate them into a Change Order for signature of Owner and Contractor.

5. Fees. Owner shall pay Inspection Fees as required by the City of Shawnee.

6. Change Orders. The parties agree that no extra work or changes under this Agreement shall be recognized or paid unless such extra work or changes are agreed to in writing and signed by both parties hereto before the extra work is done or changes made.

7. Orderly Project Site. Contractor agrees to keep the Project site free from accumulation of waste materials and rubbish and at the completion of the Work to remove from the site, at his expense, all rubbish waste, and surplus materials and to leave the Project site clean. Contractor agrees to respect the work of the other crafts and contractors and to bear the entire cost of any damage caused by him to the work of others.

8. Contract Sum. For performance of the Work in compliance with the terms and conditions of this Agreement, Owner agrees to pay to the Contractor the total contract sum of:

Paving –	\$755,813
Drainage (Storm Sewer) –	\$300,040
Total (“Contract Sum”) -	\$1,055,853,

to be paid as follows:

Draw request will be submitted by the 1st and 15th of each month. Payment will be rendered within two weeks of each submittal on the basis of 90% of the work completed at the time of each draw request submittal. The remaining ten percent (10%) due Contractor shall be retained by the Owner until Contractor shall furnish conclusive evidence of final approval and acceptance of the work by the Project Engineer and by the City of Shawnee.

The foregoing notwithstanding, it is understood and agreed by the parties hereto that the total payment of the Contract Sum to be paid to Contractor hereunder shall be strictly on the basis of the unit prices set out in the attached Contractor's Bid Proposal, and quantities determined solely by Project Engineer.

The Contractor, at the time of each and every payment as set out in the foregoing shall furnish conclusive evidence to the Owner that all bills for labor and materials have been paid and that adequate waivers of lien have been secured from all workmen, employees, sub-contractors, vendors, agents, suppliers, or others of whatever nature who might have a lienable claim against the premises.

9. Assignment. This Agreement shall not be assigned by Contractor without prior written permission from the Owner.

10. Dispute Resolution. All claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Agreement or the breach thereof shall be decided and settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of

the American Arbitration Association then in force, unless the parties hereafter mutually agree otherwise in writing. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith shall be specifically enforceable under the prevailing laws governing all courts having jurisdiction, whether state or federal.

A written notice or demand for arbitration must be delivered to the other party to this purchase order and filed with the American Arbitration Association. Any such written notice or demand should be made within a reasonable time after the claim, dispute or other matter in question arises, but in no event shall such demand be made after the date on which the filing of a legal or equitable action based on such claim, dispute or other matter in question would be barred by the Applicable Statute of Limitations. The award rendered by the arbitrator(s) shall be final and binding on the parties, and shall not be subject to modification or appeal except to the extent permitted by applicable statute. In all possible instances the Federal Arbitration Act shall apply and take precedence over state arbitration statutes. If the Federal Arbitration Act is not applicable, the Oklahoma Uniform Arbitration Act as it exists on the date hereof shall be followed.

All arbitration evidentiary hearings or trials shall be held in Oklahoma City, Oklahoma, unless the parties hereafter mutually agree otherwise in a written and signed document.

Should either Party prevail in any arbitration by or against the other Party and/or its surety arising out of or relating to this Agreement and the related documents, the prevailing Party shall be entitled to an award of arbitration filing and administrative fees, arbitrator compensation, litigation expenses, court costs and reasonable attorney fees. Otherwise, an award of attorney fees and costs shall be governed by the applicable Oklahoma statutes.

The parties agree that only the following proceedings are excluded from the arbitration provisions of this Agreement and may be conducted in a court of law: (a) an action seeking only injunctive relief; (b) an action to compel arbitration; or, (c) an action to enforce any arbitration award between the Parties.

11. Jurisdiction and Forum Selection. Any suit involving any dispute or matter arising under this Agreement may only be brought in Oklahoma County District Court in the State of Oklahoma or the United States District Court for the Western District of Oklahoma. Owner and Contractor hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

12. Governing Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Oklahoma.

13. Entire Agreement. It is expressly understood and agreed by and between the parties hereto that this Agreement constitutes the sole and entire agreement by and between the parties and that this Agreement has not been and shall not be modified by oral representations by either party. No modifications of this Agreement shall be valid unless made in writing and signed by the parties hereto. Subject to Section 9 of this Agreement, this Agreement shall be binding upon heirs, successors, and assigns of the parties hereto.

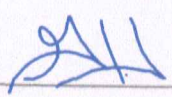
14. Waiver. The rights and remedies of the Parties are cumulative and not alternative. Neither the failure nor any delay by either Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party shall be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

15. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. Counterparts may be delivered via e-mail with scan attachment or other transmission method, including any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

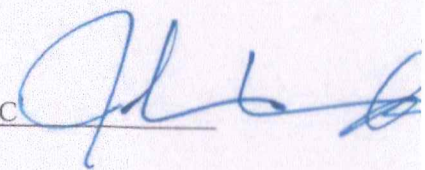
By: First Water Contracting, LLC

Name: Greg Homan 

Title: President, GM

Date: 2-22-24

OWNER:

By: Heritage Plains, LLC 

Name: John Woods

Title: Manager

Date: 2/16/24

ATTACHMENT "B"

On or about the first day of each month, a reasonable estimated percentage valuation of the contract item(s) built, based on the Contract prices, of labor and materials incorporated in the work and materials suitably stored at the site thereof, less the aggregate of previous payments. Whenever the improvements provided for by this Contract shall have been completely performed on the part of the CONTRACTOR and all parts of the work have been approved by the ENGINEER, a final estimate showing the value of the work shall be prepared by the CONTRACTOR. All prior estimates upon which payments have been made are subject to necessary corrections and/or revisions in the final payment. Payments of partial and/or final estimates are due and payable within 30 days. Interest at the rate of 18% per annum shall be applied to any balance due after 30 days.

In consideration of the sale of materials and the extension of credit by CONTRACTOR to DEVELOPER, the undersigned GUARANTOR does hereby additionally personally guarantee to CONTRACTOR, or to any assignee, payment of the balance of the account extended or in the performance of any requirement or provision contained in this contract. Guarantor will, upon demand, pay the full amount of the unpaid account balance with accrued interest.

CONTRACTOR:

Date: 2-22-24

Name: Greg Homan- President, General Manager

Signature: 

First Water Contracting

Address: PO Box 94250

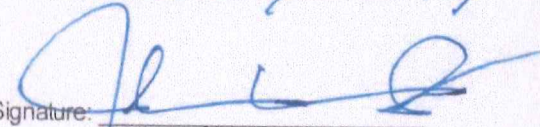
Oklahoma City, OK 73143

Telephone: (405) 664-6200

DEVELOPER/ GUARANTOR:

Date: 2/16/24

Name: John Woods / Heritage Plains LLC

Signature: 

Address: 17501 S. Santa Fe

OKC, OK. 73170

Telephone: 405-658-8262

HERITAGE PLAINS PHASE 1 P&D REVISED 2-14-2024



First Water Contracting, LLC

PO BOX 94250

Oklahoma City, OK 73143

Contact: Donnie Dorn III

Phone: 405-664-6200

Fax: 405-253-0363

Quote To: JOHN WOODS

Job Name: HERITAGE PLAINS 1

Date of Plans: 11-28-2023

Revision Date: 2-14-2024

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	SAWING FULL DEPTH EXISTING PAVEMENT	89.00	LF	10.00	890.00
2	5% PORTLAND CEMENT STABILIZATION	556.00	TON	1.00	556.00
3	8" STABILIZED SUBGRADE (5% PORTLAND CEMENT)	10,518.00	SY	8.00	84,144.00
4	6" PC CONCRETE STREET PAVING(NON-REINFORCED) EXCLUDES GUTTER	8,655.00	SY	53.00	458,715.00
5	STD 6"H X 24"W CONCRETE CURB & GUTTER	6,400.00	LF	21.25	136,000.00
6	SIDEWALK BRIDGE	110.00	SF	55.00	6,050.00
7	SIDEWALK	3,957.00	SF	10.00	39,570.00
8	3/4" CRUSHER RUN TURN-AROUND	396.00	SY	48.00	19,008.00
9	ADA RAMPS	2.00	EA	800.00	1,600.00
10	STANDARD BARRICADE	4.00	EA	825.00	3,300.00
11	6" X 6" HEADER CURBS (W/RIP-RAP)	52.00	LF	115.00	5,980.00
CONCRETE PAVING					755,813.00
1	4" THICK CONCRETE FLUME W/6" CURB	5,929.00	SF	15.00	88,935.00
2	18" RCP PIPE, COMPLETE IN PLACE	80.00	LF	75.00	6,000.00
3	24" RCP PIPE, COMPLETE IN PLACE	70.50	LF	90.00	6,345.00
4	30" RCP PIPE, COMPLETE IN PLACE	278.70	LF	100.00	27,870.00
5	30" HP PIPE, COMPLETE IN PLACE	120.00	LF	85.00	10,200.00
6	6-FT DIAMETER MANHOLE (PRE-CAST)	1.00	EA	8,000.00	8,000.00
7	18" PRE-FAB CONCRETE END SECTION	2.00	EA	1,700.00	3,400.00
8	30" 3:1 SLOPED CONC. HEADWALL W/APRONS	3.00	EA	3,500.00	10,500.00
9	30" PRE-FAB CONCRETE END SECTION	1.00	EA	2,600.00	2,600.00
10	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	15.00	CY	350.00	5,250.00
11	48" X 48" JUNCTION BOX (PRE-CAST)	2.00	EA	9,200.00	18,400.00
12	INLET DES 3-STD: (4) CURB HOODS & (4) GRATES	6.00	EA	8,500.00	51,000.00
13	INLET DES 3-2D: (12) CURB HOODS & (4) GRATES	1.00	EA	24,000.00	24,000.00
14	INLET DES 3-2B: (8) CURB HOODS & (4) GRATES	1.00	EA	15,000.00	15,000.00

Page 1 of 2

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
15	BOLLARD	3.00	EA	600.00	1,800.00
16	1-1/2" CRUSHER RUN TRENCH COMPACTION (PIPE BEDDING)	195.00	CY	85.00	16,575.00
17	CONCRETE APRON W/24" CURTAIN WALLS	8.33	SY	500.00	4,165.00
	STORM SEWER				300,040.00
GRAND TOTAL					\$1,055,853.00

NOTES:

1. This proposal includes the following:
 - * Pricing includes maintenance bond that will be required by city of Shawnee.
 - * One mobilization for our scope of work.
2. This proposal excludes the following:
 - * Inspection fees for the city of Shawnee.
 - * Payment / Performance Bonds or other permits are excluded.
 - * Any item(s) not specifically mentioned and priced in this proposal are excluded.
 - * Excludes SWP3 plan development, or other environmental permits, if required.
 - * Any construction staking/surveying.
 - * Any sodding or seeding.
3. Material Escalation Notes:
 - * Asphalt pricing is firm through 6/1/2024. After this date, pricing will be adjusted to account for fluctuations in oil, fuel and aggregate costs.
 - * Concrete pricing is good through 6-1-2024.
 - * All other materials are subject to potential escalation.
 - * Escalation in material costs will be addressed either:
 1. At the time of contracting, or
 2. Via written change order within 2 weeks of the work being performed.
4. Note regarding subgrade stabilization:
 - * Unless otherwise stated in this proposal, subgrade stabilization has been quoted using 5% portland cement by weight. If the post-bid soil classification / stabilization recommendation from a qualified engineering firm finds that lime, flyash, or cement kiln dust is required, the price bid for stabilization will be adjusted to account for increased material and methodology costs. This will be addressed via a written change order to the existing contract prior to commencing stabilization on the project.

Please contact us with any questions.

Thank you!

Donnie Dorn III

Digitally signed by Donnie Dorn III
DN: cn=Donnie Dorn III, o=HUS United States
HUS United States, ou=First Water Contracting, ou=Senior
Estimator, email=ddg3@hws.com
Reason: I am the author of this document
Location:
Date: 2024-02-14 10:59:06-05

Maintenance
Bond
Warranty Term
in years

Westfield Insurance Co.

Westfield Group SM One Park Circle, P O Box 5001
Westfield Center, OH 44251-5001

Bond Number 393234Y

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, First Water Contracting LLC
P O Box 94250 Oklahoma City, OK 73143
as Principal, and **WESTFIELD INSURANCE COMPANY**, a corporation organized under the laws of the State of
Ohio and duly authorized to do business in the State of, Oklahoma as Surety, are held and firmly bound
unto City of Shawnee 16 W 9th Street Shawnee, OK 74802
as Oblige, in the penal sum of *See Below
(\$ *See Below), to which payment well and truly to be made we do bind ourselves, our and each of our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

Heritage Plains, LLC

WHEREAS, the said Principal entered into a Contract with ~~the Oblige~~, dated the 15th day of February,
2024, a copy of which is hereto attached and made a part hereof, for
Heritage Plains- P&D

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that
the work will be free of any defective materials or workmanship which become apparent during the period of Five (5)
year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and
effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the
Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 26th day of March, 2024.

Fertin Valdez
(Witness)

Bianna Jilan
(Witness)

PRINCIPAL

First Water Contracting LLC

By: Greg Homan (Seal)
Greg Homan - President, General Manager
WESTFIELD INSURANCE COMPANY

By: Shelli R. Samsel (Seal)
Shelli R. Samsel, Attorney-in-Fact

*First Year Maintenance Amount - One Million Fifty Five Thousand Eight Hundred Fifty Three & 00/100-----\$1,055,853.00

**2nd Through 5th Years Maintenance Amount - One Hundred Five Thousand Five Hundred Eighty Five & 30/100-----\$105,585.30

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3520502 04

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TRAVIS E. BROWN, MARK D. NOWELL, DWIGHT A. PILGRIM, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, SHELLI R. SAMSEL, CAREY KENNEMER, DEBORAH L. RAPER, BECKY KILLMAN, JOINTLY OR SEVERALLY

of **OKLAHOMA CITY** and State of **OK** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **17th** day of **JANUARY** A.D., **2024**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **17th** day of **JANUARY** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **26th** day of **March** A.D., **2024**



Frank A. Carrino, Secretary



FIRSWAT-01

VSANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Rich & Cartmill, Inc.
9401 Cedar Lake Avenue
Oklahoma City, OK 73114

CONTACT NAME: Michelle Lunski

PHONE (A/C, No, Ext): (405) 418-8611

FAX (A/C, No):

E-MAIL ADDRESS: mlunski@rcins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Co

20443

INSURER B: National Fire Ins Co of Hart

20478

INSURER C: Continental Ins Co

35289

INSURER D: Valley Forge Ins Co

20508

INSURER E: Columbia Casualty Company

31127

INSURER F:

INSURED

First Water Contracting, LLC
PO Box 94250
Oklahoma City, OK 73143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			6057 111287	3/8/2024	3/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6057 111290	3/8/2024	3/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6057 111323	3/8/2024	3/8/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod-Comp Ops \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N/A		6057 111306	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7064328792	3/8/2024	3/8/2025	
E	Prof&Poll Liability			6057537111	3/8/2024	3/8/2025	Occurrence/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Officers: Denver Saxton and Judd Vanmeter.

Project: Heritage Plains- P&D

CERTIFICATE HOLDER

City of Shawnee
16 W 9th St.
Shawnee, OK 74802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

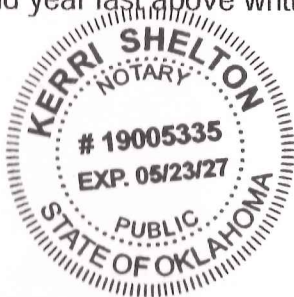
AUTHORIZED REPRESENTATIVE

NOTARY STATEMENT

STATE OF Oklahoma)
) §
COUNTY OF Oklahoma)

I, Kerri Shelton, a Notary Public in and for said
County and State, do hereby certify that on this 25th day of
March, 2024, Mark Nowell
personally known to me to be the same person and official who executed the
above foregoing instrument as Agent, appeared before me
in person and acknowledged that, as such official, he/she executed the above
instrument as his/her free and voluntary act on behalf of Rich & Cartmill, Inc.
pursuant to authority conferred and for the uses and
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day
and year last above written.



My Commission Expires:

5/23/2027

(Seal)

A handwritten signature in blue ink, appearing to read "Kerri Shelton", written over a horizontal line.

Notary Public

19005335

Notary Commission Number



FIRSWAT-01

VSANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2024

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PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Michelle Lunski PHONE (A/C, No, Ext): (405) 418-8611 E-MAIL ADDRESS: mlunski@rcins.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Co INSURER B: National Fire Ins Co of Hart INSURER C: Continental Ins Co INSURER D: Valley Forge Ins Co INSURER E: Columbia Casualty Company INSURER F:
INSURED First Water Contracting, LLC PO Box 94250 Oklahoma City, OK 73143	NAIC # 20443 20478 35289 20508 31127

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		6057111287	3/8/2024	3/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		6057111290	3/8/2024	3/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			6057111323	3/8/2024	3/8/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod-Comp Ops \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6057111306	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			7064328792	3/8/2024	3/8/2025	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Officers: Denver Saxton and Judd Vanmeter.

Project: Heritage Plains- P&D

As required by written contract, subject to policy terms and exclusions, the Certificate Holder Heritage Plains, LLC is included as an Additional Insured as respects General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

Heritage Plains, LLC
17501 S. Santa Fe
Oklahoma City, OK 73170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Shawnee Office
Office: 8 Timber Pond
Mailing: PO Box 1058
Shawnee, OK 74802
vaneatonreadymix.com

April 2, 2024

To: Leslie Valdez
First Water Contracting, LLC
2400 SE 15th Street
Oklahoma City, OK 73129
405-664-6200

RE: CONCRETE MIX DESIGNS SUBMITTAL
HERITAGE PLAINS – PHASE I
PART OF THE SE/4, SECTION 25, T11N, R3E, SHAWNEE, OKLAHOMA
PLANT: NORMAN PLANT: 17301 S. SUNNYLANE RD., NORMAN, OK 73071
DISTANCE FROM PLANT TO PROJECT: APPROXIMATELY 10 MILES (15 TO 20 MINUTES)

This submittal contains the following concrete mix designs:

MIX CODE	DESCRIPTION	USAGE
FWCURB20	3500 PSI IN 28 DAYS, AIR-ENTRAINED, 20% FLYASH	CURB MACHINE

To Whom It May Concern,

Please find the attached mix design submittals for the above referenced project. Please use the **MIX CODES** above when ordering concrete. These mix designs have been proportioned to meet the requirements for this project as requested. The materials comprising these mixes conform to the American Society for Testing and Materials (ASTM) methods as stated in this submittal. In addition, our concrete trucks are capable of measuring the water, slump, and temperature of every truck load from batching to final placement using the Verifi® onboard management system. The materials used are subject to change of source at any time if material supply issues are encountered during this project. It is the responsibility of the contractor to obtain proper approval prior to placement of the concrete.

Please include Van Eaton Ready Mix on any testing performed on the above concrete. All testing should be performed in accordance with AASHTO and ASTM standards as applicable by an ASTM C 1077 and ASTM E 329 concrete accredited laboratory. Guarantees are based on the material being tested in accordance with applicable ASTM and/or AASHTO standards by technician(s) that are certified and qualified to perform the specific testing. Van Eaton Ready Mix, qc@vaneatonreadymix.com, **must be** included on all reporting for all testing performed on Van Eaton Ready Mix Concrete during the course of the project in order to acknowledge any guarantees. We appreciate the opportunity to work with you on this project. If you have any questions, please contact me or Grady Reece at any time.

Respectfully,

Nathan G. Peil
Quality Control Manager
Van Eaton Ready Mix
nate@vaneatonreadymix.com
405-201-2865

PLANT LOCATIONS AND CONTACT INFORMATION



LABORATORY ACCREDITATION



NOTICE OF LIMITED WARRANTY

Van Eaton Ready Mix, Inc. ("Van Eaton") warrants the concrete as delivered (the concrete as delivered is hereinafter referred to as "the concrete") to meet or exceed the specified strength shown at the appropriate age after placement. This is Van Eaton's sole warranty with respect to the concrete. **ADDITION OF MATERIALS OR EXCESS WATER NOT PART OF THE CONCRETE MIX DESIGN, THAT INCREASES THE SLUMP TO GREATER THAN 5", UNLESS ADMIXTURE IS ADDED TO THE LOAD, VOIDS THE WARRANTY. VAN EATON MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED; AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS CONCRETE WHICH EXCEED THE FOREGOING WARRANTY ARE HEREBY DISCLAIMED BY VAN EATON AND EXCLUDED HEREFROM.** The sole and exclusive remedy of purchaser for any claim concerning the concrete, including but limited to, claims alleging breach of warranty, negligence, strict liability or otherwise, is delivery to purchaser of concrete equal to the amount of product that fails to meet this warranty or refund of the original purchase price of product that fails to meet this warranty, at the sole option of Van Eaton. Any claims concerning this concrete must be received in writing within one (1) year from the date of delivery and any claims not presented within that period are waived by purchaser. **THE FOREGOING SHALL CONSTITUTE THE PURCHASER'S SOLE RIGHT AND REMEDY. VAN EATON SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, OR LOSSES, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM PURCHASER'S USE OF THE CONCRETE, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LABOR COSTS, LOSS OF PROFITS, LOSS OF PROSPECTIVE PROFITS, LOSS OF USE OF EQUIPMENT, PROPERTY LOSS, THIRD-PARTY REPAIRS, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, IMPROPER PERFORMANCE OF WORK, LOSS OF SERVICE OR PERSONNEL, PENALTIES OF ANY KIND, OR FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL LAWS.**

The purchaser of this concrete must test the concrete for suitability for the intended application and purpose before proceeding with a full application of the concrete. All testing for both fresh and hardened concrete properties shall be performed in accordance with ASTM, AASHTO, and/or ACI and shall be performed by a competent trained and certified technician working for an accredited laboratory meeting accreditation and in good standing for ASTM E 329 and ASTM C 1077 for both concrete and aggregates as well as meeting accreditation for those test methods used. **ANY DEVIATION FROM APPLICABLE ASTM, AASHTO, AND/OR ACI TESTING PROCEDURES, INCLUDING INITIAL CURING CONDITIONS OF THE CONCRETE TEST SPECIMENS, VOIDS ANY WARRANTY AS IT WOULD APPLY TO THOSE TEST RESULTS.** Any rejection of the concrete due to fresh concrete test results shall be from test results obtained at the time of delivery. Van Eaton will not be liable for rejected concrete due to test results obtained from testing that deviates from applicable ASTM, AASHTO, and/or ACI testing procedures in any way.

NO OPERATION OF VEHICLES AND EQUIPMENT. Van Eaton employees are the only person(s) authorized to operate Van Eaton's vehicles and equipment. Person(s) not employed by Van Eaton are authorized only to direct mixer chutes to the location where concrete is being poured. Other than directing the chutes, person(s) not employed by Van Eaton are not permitted to operate any other part of Van Eaton's equipment or vehicles. Van Eaton employees may refuse to proceed onto jobsites that pose risk of damage or injury to any party when site safety concerns are present. Van Eaton's vehicles will not cross footings or openings greater than 18 inches wide.

INDEMNIFICATION. Purchaser shall defend, indemnify, save and hold harmless, Van Eaton and its directors, officers, agents, shareholders, heirs, assigns, successors-in-interest, representatives and employees (collectively, "indemnitees"), from and against any and all lawsuits, claims, liabilities, demands, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and costs, court costs, awards, fines and judgments, in law or in equity, of every kind and nature whatsoever (collectively or individually, "claims"), arising by reason of personal injury, the death or bodily injury to persons, design defects, defective materials or equipment, damages or destruction of property only to the extent arising out of or alleged to have arisen out of the negligent acts or omissions or other fault of purchaser or its sub-contractors, vendors, suppliers, invitees, or anyone for whose acts any of them may be liable in connection with the purchaser's work or performance.

Prior to using any concrete produced by Van Eaton, all parties involved in the work shall familiarize themselves with all safety related documentation including Safety Data Sheets. The purchaser is also responsible to familiarize and make available this information to any other persons that may come into contact with the fresh concrete.

Van Eaton Safety Data Sheets are available at www.vaneatonreadymix.com/materials follow the "View our Safety Data Sheet" hyperlink.



FWCURB20

DESIGNED BY:	NATE PEIL
PLANT LOCATION:	SHAWNEE PLANT
ESTIMATED START DATE:	2024
ESTIMATED DURATION:	1 YEAR
PLANT: 8 TIMBER POND, SHAWNEE, OK 74804	

PROJECT NAME:	HERITAGE PLAINS -- PHASE I
PROJECT LOCATION:	SHAWNEE, OKLAHOMA
CLIENT:	FIRST WATER
MIX CODE:	FWCURB20
INTENDED USE:	CURB MACHINE
	AIR-ENTRAINED

MIX DESIGN CODE	FWCURB20	
COMPRESSIVE STRENGTH	3500	PSI AT 28 DAYS
SLUMP RANGE	1 - 3	INCHES
WATER/CEMENT RATIO	0.46	W/C
DESIGNED AIR CONTENT	5.5	PERCENT
COARSE AGGREGATE 1	50	PERCENT
COARSE AGGREGATE 2	0	PERCENT
FINE AGGREGATE	50	PERCENT
TOTAL CEMENTITIOUS	451	LBS/YD ³
FLY ASH SUBSTITUTION	20	PERCENT
SUBSTITUTION RATIO		1:1

* WITH PLASTOL 6400:	3 - 6
MAXIMUM ALLOWED	0.46
RANGE ALLOWED	5.5 ± 1.5%

MATERIAL	SOURCE			SPECIFIC GRAVITY	VOLUME	UNIT	LBS / YD ³
PORTLAND CEMENT TYPE 1L	HOLCIM, ADA			3.15	1.8366	CUBIC FT.	361
FLY ASH CLASS 'C'	ECOMATERIAL TECH., LABADIE, MO			2.73	0.5283	CUBIC FT.	90
COARSE AGG NO. 57	DOLESE, DAVIS			2.67	9.9164	CUBIC FT.	1,652
NATURAL SAND	VERM, GUTHRIE			2.62	9.9164	CUBIC FT.	1,621
WATER	LOCAL SOURCE			1.00	3.3173	CUBIC FT.	207
AIR MAC 6	EUCLID	0.5	OZ/CWT	1.01	1.4850	CUBIC FT.	
WR 91	EUCLID	3	OZ/CWT	1.21			
PLASTOL 6400	EUCLID	*	OZ/CWT	1.08			

27.0000	CUBIC FT.	3,931
---------	-----------	-------

THEORETICAL UNIT WEIGHT	145.6	LBS/FT ³
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CALCULATIONS:

PORTLAND CEMENT	451	*	80 %	=	361			
	361	/	3.15	/	62.4	=	1.8366	FT ³
FLY ASH	451	*	20 %	=	90			
	90	/	2.73	/	62.4	=	0.5283	FT ³
WATER	451	*	0.46	=	207	/ 62.4 =	3.3173	FT ³
							24.82	GAL/YD ³
AIR VOLUME			5.5 %	*	27	=	1.4850	FT ³
TOTAL VOLUME OF PASTE IN MIX:							7.1672	FT ³
TOTAL VOLUME OF AGGREGATE IN MIX:							19.8328	FT ³

COARSE AGGREGATE # 1	50 %	*	19.8328	=	9.9164			
	9.9164	*	62.40	*	2.67	=	1,652	LBS
COARSE AGGREGATE # 2	0 %	*	19.8328	=	0			
	0	*	62.40	*		=		LBS
FINE AGGREGATE	50 %	*	19.8328	=	9.9164			
	9.9164	*	62.40	*	2.62	=	1,621	LBS

NOTES:

BATCH WEIGHTS FOR AGGREGATES ARE CALCULATED AT A SATURATED SURFACE DRY CONDITION (SSD).
 COMPRESSIVE STRENGTH SPECIFIED IS ONLY GUARANTEED UNDER THE FOLLOWING CONDITIONS:
 SLUMP RANGE SPECIFIED MUST BE ADHERED TO. VAN EATON READY MIX WILL NOT BE RESPONSIBLE FOR EXCESSIVE WATER ADDED ONSITE.
 TESTS PERFORMED ON THE FRESH OR HARDENED CONCRETE MUST BE PERFORMED IN STRICT ACCORDANCE WITH ASTM AND/OR AASHTO TEST METHODS.
 VAN EATON WILL NOT BE HELD LIABLE FOR ANY FAILURES DUE TO IMPROPER SUBGRADE COMPACTION, CONSTRUCTION TECHNIQUES, OR DESIGN FLAWS.

* IF SLUMPS GREATER THAN 3 INCHES ARE NEEDED, PLASTOL 6400 SHOULD BE ADDED AT A DOSAGE OF 1oz/CWT to 8oz/CWT.



ACI 318-19 MIX DESIGN ANALYSIS REPORT*

MIX DESIGN IDENTIFICATION:	FWCURB20
DATE RANGE:	11/9/2023 TO 2/16/2024
NUMBER OF 28 DAY CONSECUTIVE TESTS:	30
AVERAGE 28 DAY COMPRESSIVE STRENGTH:	5311
SPECIFIED STRENGTH f_c : (E.O.R.)	3500
CoV 28 DAY STRENGTH (%):	10.55
ACI 318-19 26.12.3.1 (a)(1):	MEETS CRITERIA
ALL RESULTS $> f_c$ - 500 PSI CRITERIA 26.12.3.1 (a)(2):	MEETS CRITERIA
STANDARD DEVIATION FOR 28 DAY STRENGTH:	560

VALUE	SLUMP	AIR	TEMP	7 DAY	28 DAY
MAXIMUM:	3.00	7.6	77	5445	6690
MINIMUM:	0.50	4.4	53	2965	3910
COUNT:	30	30	30	30	30
MEAN:	1.46	6.07	61	4075	5311
STANDARD DEVIATION:	0.58	0.84	5.25	563	560
COEFF. OF VARIATION(%):	40.04	13.79	8.63	13.80	10.55

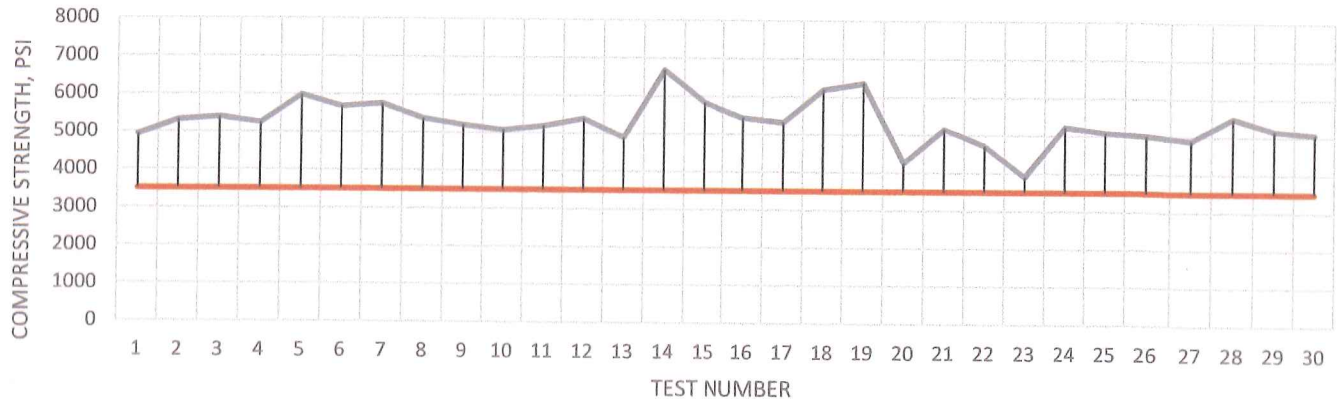
TICKET	DATE	SLUMP INCHES	AIR PERCENT	TEMP ° F	7 DAY PSI	28 DAY PSI	AVE. OF 3 28 DAY, PSI
136971	11/9/2023	2	5.4	65	3670	4940	5220
137021	11/9/2023	1	5.6	60	3875	5320	5323
137013	11/9/2023	1	6.5	60	4010	5400	5543
137004	11/9/2023	1	6.5	60	3850	5250	5637
137097	11/10/2023	0.5	5.4	65	4725	5980	5807
137074	11/10/2023	1	5.2	60	4320	5680	5603
137089	11/10/2023	1	5.2	60	4065	5760	5447
137006	11/10/2023	1	5.7	62	4330	5370	5220
137049	11/10/2023	2	5.6	61	3845	5210	5160
137255	11/15/2023	1.5	7	67	3840	5080	5220
137795	12/4/2023	2.5	7	77	3865	5190	5160
137888	12/5/2023	1	6.5	62	3910	5390	5660
137932	12/6/2023	3	6.8	55	3570	4900	5810
149285	12/7/2023	1	5	59	5445	6690	5990
149399	12/8/2023	1.5	5.5	68	4770	5840	5533
149481	12/11/2023	1.25	5.1	55	4060	5440	5650
149578	12/12/2023	1.25	4.4	59	4435	5320	5957
149735	12/14/2023	0.75	5	71	5100	6190	5603
149925	12/19/2023	1	4.9	53	5395	6360	5260
138683	12/22/2023	1	6.6	63	3155	4260	4717
138734	12/26/2023	1.5	5.9	54	3765	5160	4600
138912	12/29/2023	2	6.4	55	3555	4730	4623
139037	1/4/2024	2.25	7	62	2965	3910	4743
139189	1/10/2024	2.25	7	62	3800	5230	5113
150466	1/11/2024	1.5	6	63	4015	5090	5003
150631	1/30/2024	1.5	7	57	3890	5020	5137
131301	2/1/2024	1.5	6.5	59	3870	4900	5187
131387	2/2/2024	1.25	6.9	60	4220	5490	5243
139895	2/14/2024	2.25	7.6	56	4040	5170	
139988	2/16/2024	1.5	6.8	55	3900	5070	

* NOTE: TESTING COMPILED IS A COMBINATION OF THAT PROVIDED TO VAN EATON FROM THIRD PARTY TESTING AGENCIES AS WELL AS VAN EATON TESTING PERFORMED AT VAN EATON'S QUALITY CONTROL LABORATORY.

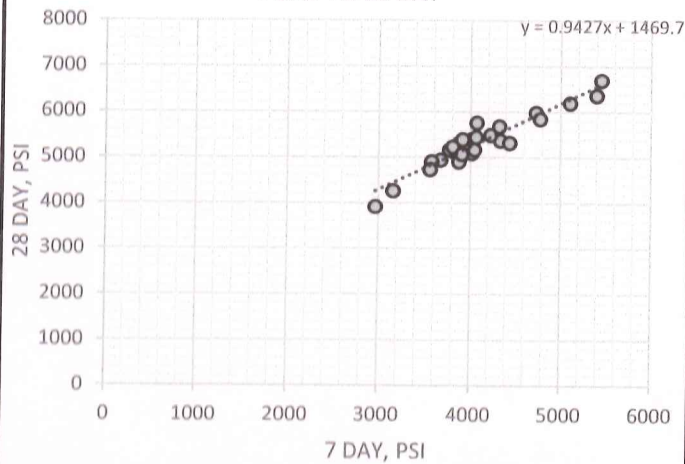
ACI 318-19 MIX DESIGN ANALYSIS REPORT - CHARTS

MIX DESIGN IDENTIFICATION:	FWCURB20		
DATE RANGE:	11/9/2023	TO	2/16/2024
NUMBER OF 28 DAY CONSECUTIVE TESTS:	30		
AVERAGE 28 DAY COMPRESSIVE STRENGTH:	5311		
SPECIFIED STRENGTH f_c' : (E.O.R.)	3500		

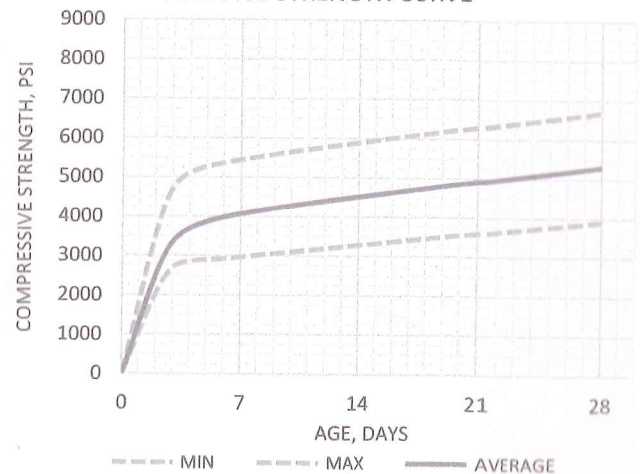
28 DAY COMPRESSIVE STRENGTH RESULTS



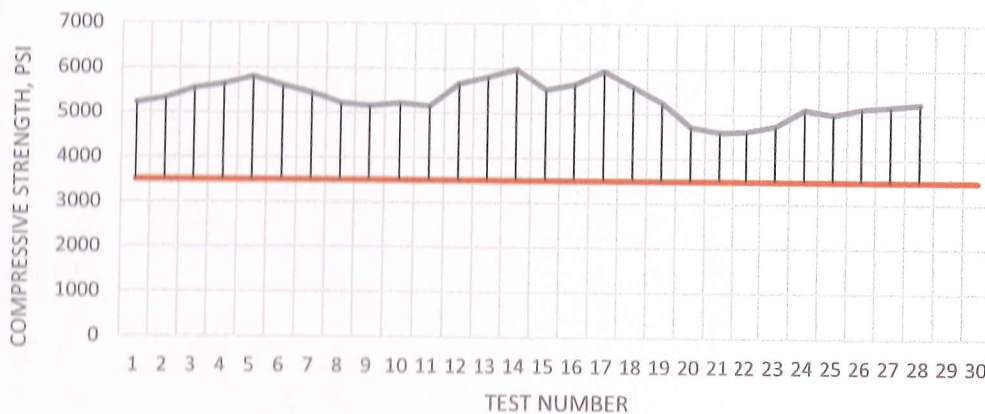
7 DAY VS. 28 DAY



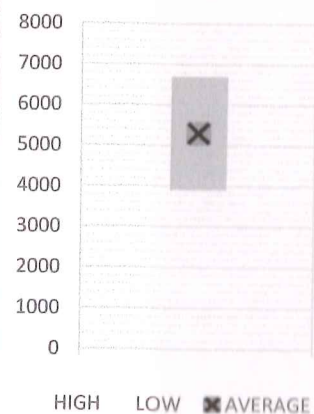
AVERAGE STRENGTH CURVE



28 DAY COMPRESSIVE STRENGTH RUNNING AVERAGE OF 3



PSI RANGE





ACI 301-10 MIX DESIGN ANALYSIS REPORT*

MIX DESIGN IDENTIFICATION:			FWCURB20		
DATE RANGE:			11/22/2022		TO 3/8/2023
NUMBER OF 28 DAY CONSECUTIVE TESTS:			30		
AVERAGE 28 DAY COMPRESSIVE STRENGTH:			5506		
SPECIFIED STRENGTH f_c : (E.O.R.)			3500		
CoV 28 DAY STRENGTH (%):			10.36		
ACI 301-10 4.2.3.a (f_{cr}):			4329		
ACI 301-10, k-factor, 4.2.3.3.a.1			1		
STANDARD DEVIATION FOR 28 DAY STRENGTH:			570		
MEETS ACI 301-10, 4.2.3.3.a CRITERIA:			MEETS CRITERIA		
VALUE	SLUMP	AIR	TEMP	7 DAY	28 DAY
MAXIMUM:	2.75	6.8	70	4840	6680
MINIMUM:	0.75	4.5	55	3185	4270
COUNT:	30	30	30	30	30
MEAN:	1.52	5.47	60	3844	5506
STANDARD DEVIATION:	0.43	0.72	3.74	375	570
COEFF. OF VARIATION(%):	28.36	13.12	6.28	9.75	10.36

TICKET	DATE	SLUMP INCHES	AIR PERCENT	TEMP ° F	7 DAY PSI	28 DAY PSI	AVE. OF 3 28 DAY, PSI
121881	11/22/2022	1.75	4.7	61	4130	5530	5533
121941	11/23/2022	1.75	4.5	65	3830	5620	5647
121926	11/23/2022	1.75	4.5	61	3825	5450	5717
121910	11/23/2022	0.75	4.5	59	3940	5870	6127
121893	11/23/2022	1.5	4.5	60	4165	5830	5940
122055	11/29/2022	2.25	4.5	70	4395	6680	5897
122008	11/29/2022	2.75	5.2	63	3875	5310	5127
119505	1/19/2023	1.5	6.2	55	3995	5700	4923
119490	1/19/2023	1	6	55	3500	4370	4743
136081	1/20/2023	2	4.8	60	3185	4700	4887
136072	1/20/2023	1.5	5.6	60	3535	5160	4963
136047	1/20/2023	1.5	5.8	57	3445	4800	5133
136017	1/20/2023	1.25	6	60	3395	4930	5283
136154	1/23/2023	1.5	5.7	65	3765	5670	5523
136127	1/23/2023	1.5	6.6	62	3765	5250	5057
136109	1/23/2023	1.75	6.4	60	4180	5650	5243
136092	1/23/2023	1.25	6	55	3230	4270	5460
136242	1/27/2023	1.25	6.8	55	4180	5810	6223
136264	1/27/2023	1.5	5.8	60	4460	6300	6227
136277	1/27/2023	1.25	6.2	60	4840	6560	5773
136199	1/27/2023	2	6	55	4170	5820	5437
137199	3/2/2023	1	6	58	3295	4940	5393
137207	3/2/2023	1.5	4.7	58	3555	5550	5750
137213	3/2/2023	1.25	5	55	3940	5690	5820
137222	3/2/2023	1.5	4.8	62	3825	6010	5740
137229	3/2/2023	2	5.2	60	3860	5760	5703
137256	3/3/2023	1.5	5	55	3650	5450	5410
137270	3/3/2023	1.75	5	55	3865	5900	5497
125785	3/8/2023	0.75	6	60	3710	4880	
125793	3/8/2023	1	6.1	65	3825	5710	

* NOTE: TESTING COMPILED IS A COMBINATION OF THAT PROVIDED TO VAN EATON FROM THIRD PARTY TESTING AGENCIES AS WELL AS VAN EATON TESTING PERFORMED AT VAN EATON'S QUALITY CONTROL LABORATORY.

National Ready Mixed Concrete Association



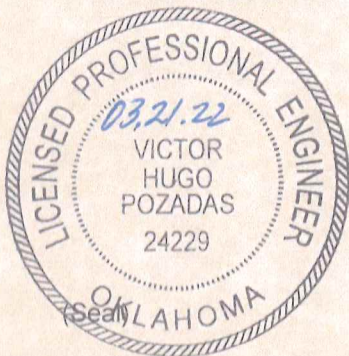
Certificate of Conformance For Concrete Production Facilities

THIS IS TO CERTIFY THAT

Shawnee Plant, Shawnee, OK
Van Eaton Ready Mix, Inc.

has been inspected by the undersigned licensed professional engineer for conformance with the requirements of the *Check List for Ready Mixed Concrete Production Facilities*. As of the inspection date, the facilities met the requirements for production by

***Truck Mixing with Automatic Batching and Recordings of
Cementitious Materials, Aggregate, Water, and Chemical Admixtures***



Signature of Licensed Professional Engineer

March 09, 2022

Inspection Date

May 04, 2024

Certification Expiration Date

This company will maintain these facilities in compliance with the *Check List* requirements and will correct promptly any deficiencies which develop.

Signature of Company Official

Title of Company Official

NOTICE: The Check List indicates only that plant facilities are satisfactory for the production of concrete when properly operated. Conformance of the concrete itself with specification requirements must be verified by usual inspection methods in accordance with sales agreements.

This certificate is issued by the National Ready Mixed Concrete Association on verification that the production facility conforms to the requirements of the NRMCA Certification of Ready Mixed Concrete Production Facilities, QC3. Unauthorized reproduction or misuse of this certificate may result in legal action.

Plant ID #: 848946

Certification ID #: 28771

© 1965, 1992, 2001, 2002, 2006, 2007, 2012

National Ready Mixed Concrete Association 66 Canal Center Plaza, Suite 250 • Alexandria • Virginia 22314



Brand: OneCem®
Material: Blended Cement
Type: IL (10)

Material Certification Report

Test Period: 01-Nov-2023 to 30-Nov-2023
Date Issued: 15-Dec-2023

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Holcim (US) Inc.	Source Location:	Ada Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		14500 County Road 1550 Ada, OK 74820
Contact:		Contact:	Theresa Hammons / (580) 421-8915

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfate as SO ₃ (%) ²	3.0 max	3.3	+45 um (No. 325) Sieve (%)	-	1.4
Loss on Ignition (%)	10.0 max	4.6	Blaine Fineness (m ² /kg)	-	417
			Density (g/cm ³) (Specific Gravity)	-	3.11
CaCO ₃ in Limestone (%)	70.0 min	97.1	Initial Vicat (minutes)	45-420	128
Equivalent Alkalies (%)	-	0.73	Air Content (%)	12 max	6
			Compressive Strength MPa (psi)		
			3 day	13.0 (1890) min	32.0 (4640)
			7 day	20.0 (2900) min	38.3 (5550)
			28 day (previous month's data)	25.0 (3630) min	47.7 (6920)
			Mortar Bar Expansion (%) (C1038)	0.020 max	0.012

Test Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Limestone (%) (ASTM)	12.5 max	8.9	Autoclave (%) (C151)	-0.20-0.80	0.02

Notes (*1-9)

¹ Dashes in the Limit/Result columns mean Not Applicable

² It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.

³ This data may have been reported on previous mill certificates. It is typical of the cement being currently shipped.

Theresa Hammons,
Quality Manager

ASTM C618 / AASHTO M295 Testing of Labadie Fly Ash

Sample Date: August 2023
Sample Type: Monthly
Sample ID: MnDOT Split

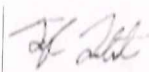
Report Date: 10/6/2023
MTRF ID: 1373LB

Chemical Analysis	Results	ASTM Limit Class F / C	AASHTO Limit Class F / C
Silicon Dioxide (SiO ₂)	37.84 %		
Aluminum Oxide (Al ₂ O ₃)	20.84 %		
Iron Oxide (Fe ₂ O ₃)	6.04 %		
Sum (SiO ₂ +Al ₂ O ₃ +Fe ₂ O ₃)	64.72 %	50.0 min	50.0 min
Sulfur Trioxide (SO ₃)	1.31 %	5.0 max	5.0 max
Calcium Oxide (CaO)	21.60 %	18.0 max / >18.0	18.0 max / >18.0
Magnesium Oxide (MgO)	4.82 %		
Sodium Oxide (Na ₂ O)	2.26 %		
Potassium Oxide (K ₂ O)	0.67 %		
Total Alkali (Sodium Oxide Equivalent)	2.7 %		
Moisture	0.06 %	3.0 max	3.0 max
Loss on Ignition	0.83 %	6.0 max	5.0 max

Physical Analysis

Fineness, % retained on 45-μm sieve	15.87 %	34 max	34 max
Strength Activity Index - 7 or 28 day requirement			
7 day, % of control	109 %	75 min	75 min
28 day, % of control	104 %	75 min	75 min
Water Requirement, % control	95 %	105 max	105 max
Density, ASTM C604	2.75 g/cm ³		

The test data listed herein was generated by applicable ASTM methods. The reported results pertain only to the sample(s) or lot(s) tested. This report cannot be reproduced without permission from EM Resources LLC


Tyler Lambert
QA Manager





VANEATONREADYMIX.COM

PH: 405-214-7450

P.O. BOX 1058

SHAWNEE, OK 74802

SIEVE ANALYSIS

TEST REPORT
LAB NUMBER:

602772

DATE REPORTED:

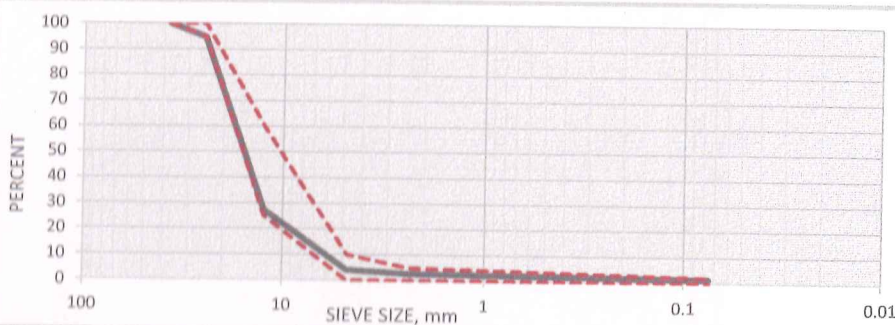
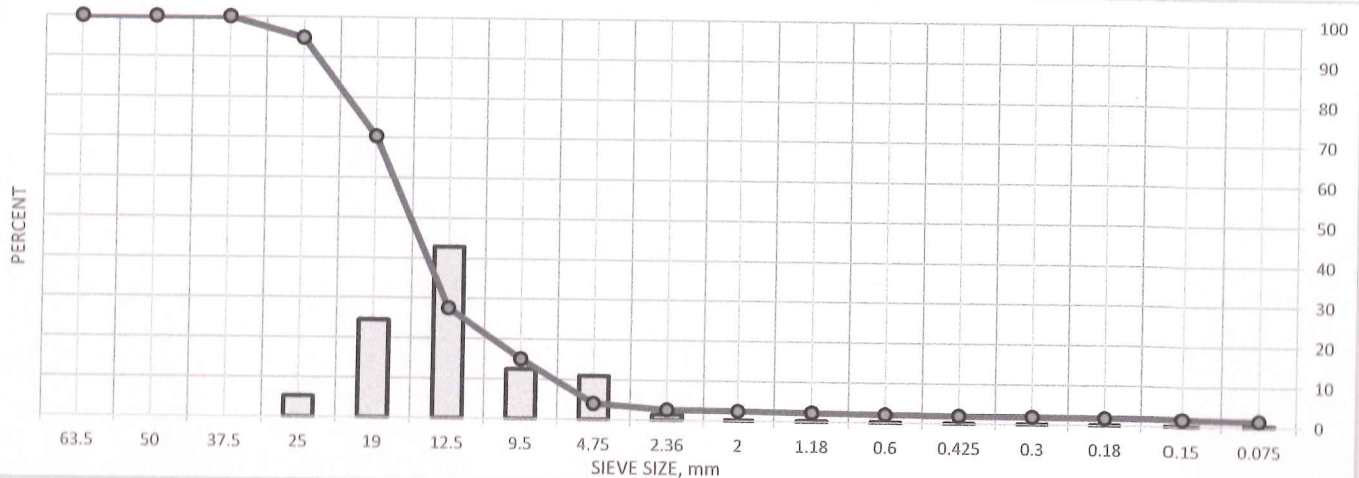
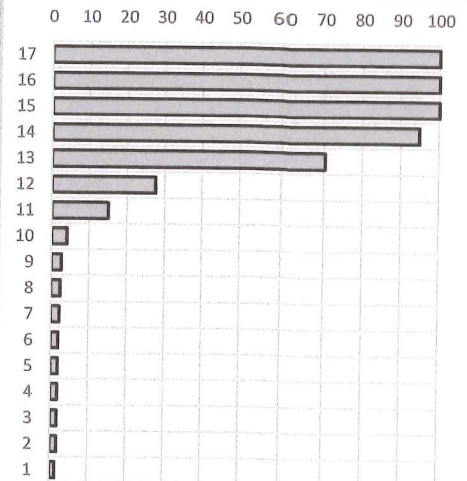
1/17/2024

TEST REPORT LAB NO.: 602772
SAMPLE LOCATION: SOUTH
DATE SAMPLED: 12/19/2023
DATE RECEIVED AT LAB: 12/19/2023
ASTM OR AASHTO: ASTM
WET WEIGHT: 10188.4
DRY WEIGHT: 9994.6
WEIGHT AFTER WASH: 9898.2
PERCENT MOISTURE: 1.9%

PROJECT NUMBER: 100007
PROJECT NAME: ALL PROJECTS
PROJECT LOCATION: VARIOUS LOCATIONS
CLIENT: VERM
MATERIAL: #57 ROCK
SOURCE OF MATERIAL: DOLESE DAVIS
SAMPLED BY: SPENCER RODDEN
TESTED BY: CHRIS DREWERY

= CUMULATIVE PERCENT PASSING

SIEVE SIZE	WEIGHT	PERCENT	INDIVIDUAL	INDIVIDUAL	PERCENT	REQUIRED
STANDARD	mm	RETAINED, g	RETAINED	PASSING	PASSING	SPECS
2-1/2"	63.5	0.0	0.0	100.0	100	
2"	50.0	0.0	0.0	100.0	100	
1-1/2"	37.5	0.0	0.0	100.0	100	100
1"	25.0	523.6	5.2	94.8	95	95-100
3/4"	19.0	2963.4	29.7	75.6	70	
1/2"	12.5	7245.6	72.5	57.2	28	25-60
3/8"	9.5	8493.9	85.0	12.5	15	
No. 4	4.75	9583.7	95.9	10.9	4	0-10
No. 8	2.36	9728.9	97.3	1.5	3	0-5
No. 10	2.0	9745	97.5	0.2	3	
No. 16	1.18	9769.2	97.7	0.2	2	
No. 30	0.600	9786.8	97.9	0.2	2	
No. 40	0.425	9794.9	98.0	0.1	2	
No. 50	0.300	9802	98.1	0.1	2	
No. 80	0.180	9811.3	98.2	0.1	2	
No. 100	0.150	9816.3	98.2	0.1	2	
No. 200	0.075	9847.8	98.5	0.3	1.4	0-2.0
PAN WEIGHT =	47.5	PRECISION =	0.03	FINENESS MODULUS =	7.00	



= CUMULATIVE PERCENT PASSING
= INDIVIDUAL PERCENT RETAINED

REMARKS:



WASH METHOD: MECHANICAL WASHER
TEST METHODS: ASTM: D75, C702, C117, C136
AASHTO: T2, T248, T11, T27 (UNLESS OTHERWISE NOTED)

ACCEPTED / APPROVED BY: NATHAN G. PEIL

VERSION 3.1 8/19/2020

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VANEATONREADYMIX.COM

PH: 405-214-7450

P.O. BOX 1058

SHAWNEE, OK 74802

SIEVE ANALYSIS

TEST REPORT
LAB NUMBER:

602279

DATE REPORTED:

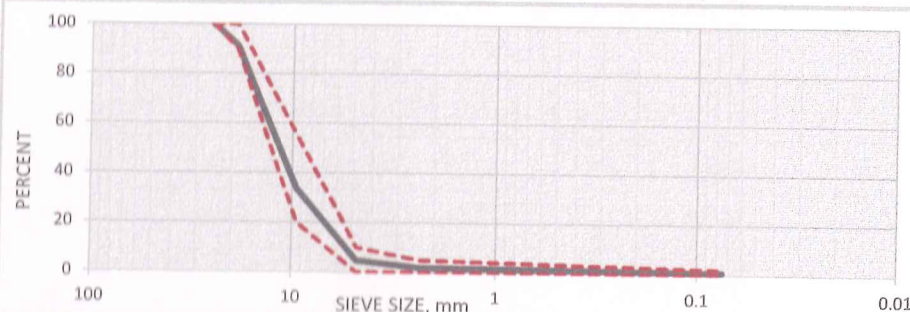
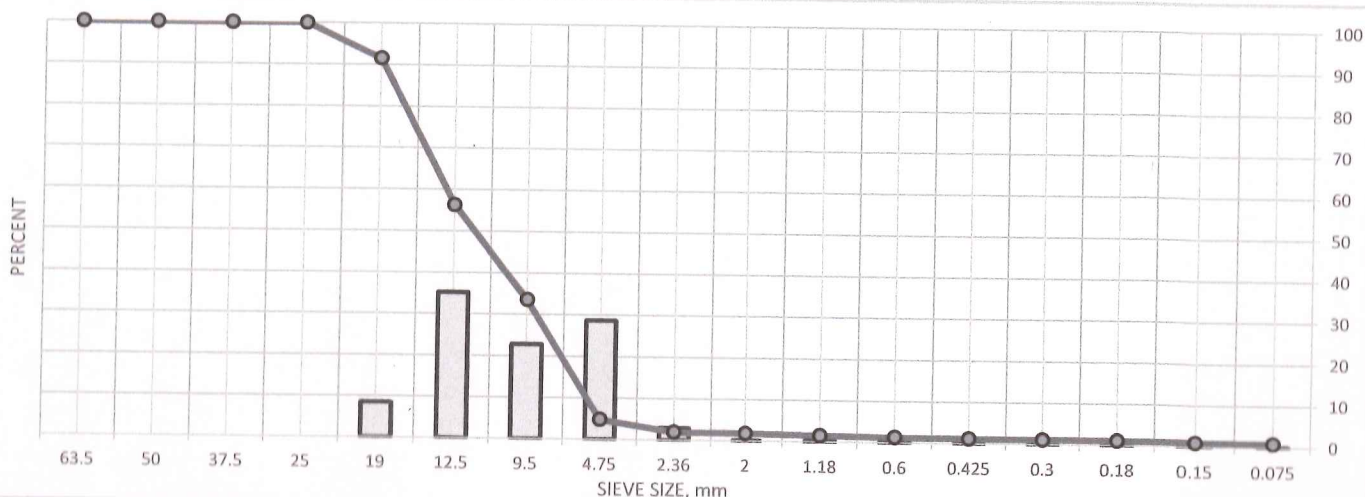
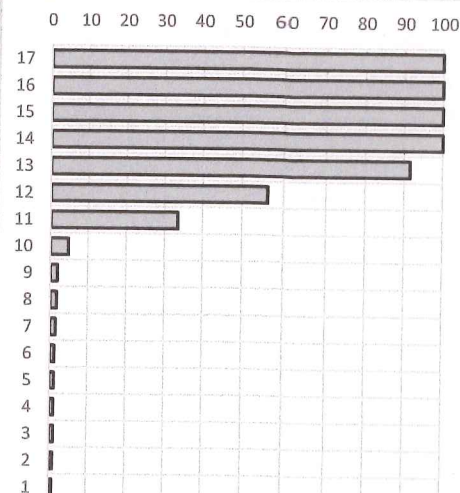
7/20/2023

TEST REPORT LAB NO.: 602279
SAMPLE LOCATION: NORMAN STOCKPILE
DATE SAMPLED: 7/7/2023
DATE RECEIVED AT LAB: 7/7/2023
ASTM OR AASHTO: ASTM
WET WEIGHT: 5147.0
DRY WEIGHT: 5020.7
WEIGHT AFTER WASH: 4992.0
PERCENT MOISTURE: 2.5%

PROJECT NUMBER: 100007
PROJECT NAME: ALL PROJECTS
PROJECT LOCATION: VARIOUS LOCATIONS
CLIENT: VERM INFO ONLY
MATERIAL: #67 ROCK
SOURCE OF MATERIAL: MARTIN MARIETTA DAVIS
SAMPLED BY: CHRIS DREWERY (2217)
TESTED BY: CHRIS DREWERY (2217)

= CUMULATIVE PERCENT PASSING

SIEVE SIZE	WEIGHT	PERCENT	INDIVIDUAL	INDIVIDUAL	PERCENT	REQUIRED
STANDARD	mm	RETAINED, g	RETAINED	PASSING	PASSING	SPECS
2-1/2"	63.5	0.0	0.0	100.0	100	
2"	50.0	0.0	0.0	100.0	100	
1-1/2"	37.5	0.0	0.0	100.0	100	
1"	25.0	0.0	0.0	100.0	100	100
3/4"	19.0	428.8	8.5	91.5	92	90-100
1/2"	12.5	2194.8	43.7	64.8	56	
3/8"	9.5	3339.4	66.5	77.2	34	20-55
No. 4	4.75	4780.0	95.2	71.3	5	0-10
No. 8	2.36	4926.7	98.1	97.1	2	0-5
No. 10	2.0	4932.4	98.2	99.9	2	
No. 16	1.18	4947.1	98.5	99.7	2	
No. 30	0.600	4956.8	98.7	99.8	1	
No. 40	0.425	4960.6	98.8	99.9	1	
No. 50	0.300	4963.6	98.9	99.9	1	
No. 80	0.180	4967.0	98.9	99.9	1	
No. 100	0.150	4968.6	99.0	100.0	1	
No. 200	0.075	4974.4	99.1	99.9	0.9	0-2.0
PAN WEIGHT =		14.3	PRECISION =		0.07	FINENESS MODULUS = 6.63



● = CUMULATIVE PERCENT PASSING
■ = INDIVIDUAL PERCENT RETAINED

REMARKS:



WASH METHOD: MECHANICAL WASHER
TEST METHODS: ASTM: D75, C702, C117, C141
AASHTO: T2, T248, T11, T27 (UNLESS OTHERWISE NOTED)

ACCEPTED / APPROVED BY: NATHAN G. PEIL

VERSION 3.1 8/19/2020

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VANEATONREADYMIX.COM

PH: 405-214-7450

P.O. BOX 1058

SHAWNEE, OK 74802

SIEVE ANALYSIS

TEST REPORT
LAB NUMBER:

602270

DATE REPORTED:

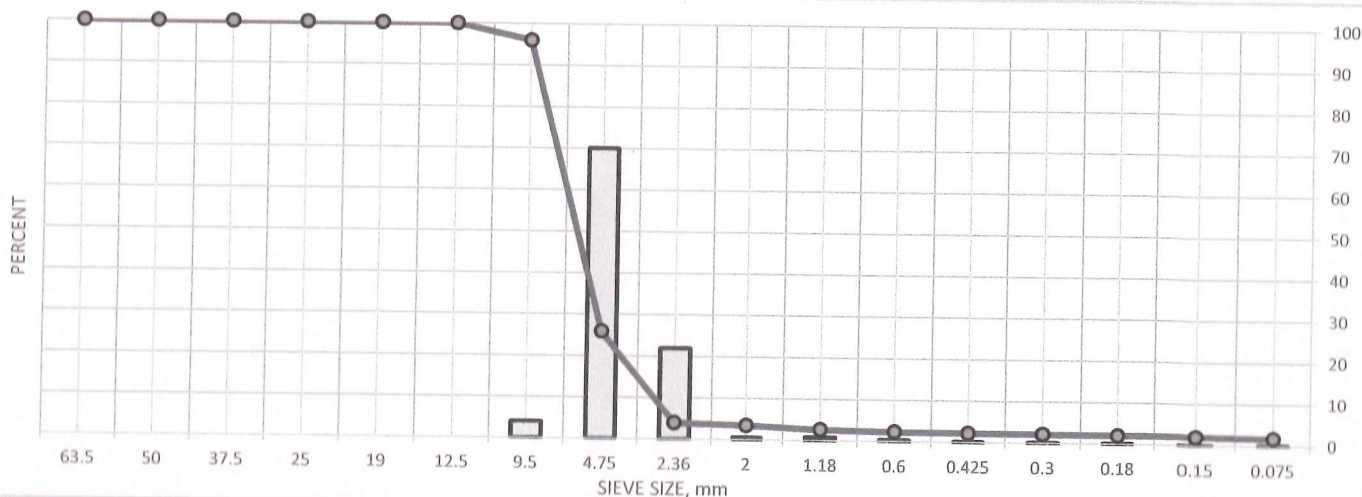
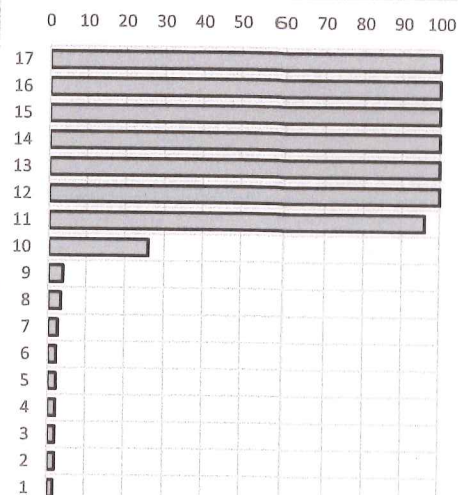
7/20/2023

TEST REPORT LAB NO.: 602270
SAMPLE LOCATION: NORMAN STOCKPILE
DATE SAMPLED: 6/30/2023
DATE RECEIVED AT LAB: 6/30/2023
ASTM OR AASHTO: ASTM
WET WEIGHT: 3445.5
DRY WEIGHT: 3339.9
WEIGHT AFTER WASH: 3289.4
PERCENT MOISTURE: 3.2%

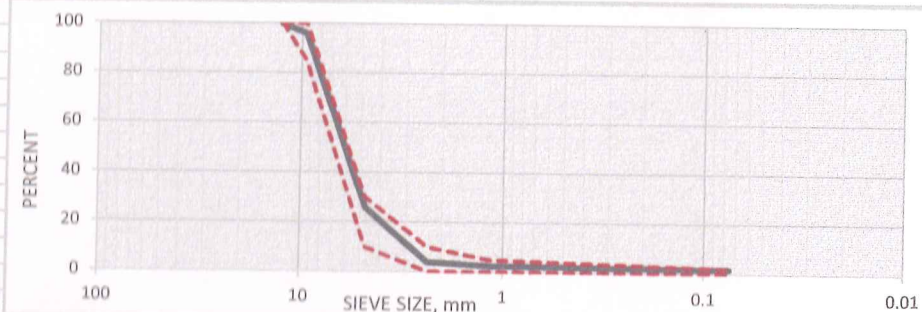
PROJECT NUMBER: 100007
PROJECT NAME: ALL PROJECTS
PROJECT LOCATION: VARIOUS LOCATIONS
CLIENT: VERM INFO ONLY
MATERIAL: 3/8 CHIP
SOURCE OF MATERIAL: MARTIN MARIETTA DAVIS
SAMPLED BY: CHRIS DREWERY (2217)
TESTED BY: CHRIS DREWERY (2217)

= CUMULATIVE PERCENT PASSING

SIEVE SIZE	WEIGHT	PERCENT	INDIVIDUAL	INDIVIDUAL	PERCENT	REQUIRED
STANDARD	mm	RETAINED, g	RETAINED	RETAINED	PASSING	SPECS
2-1/2"	63.5	0.0	0.0	0.0	100.0	100
2"	50.0	0.0	0.0	0.0	100.0	100
1-1/2"	37.5	0.0	0.0	0.0	100.0	100
1"	25.0	0.0	0.0	0.0	100.0	100
3/4"	19.0	0.0	0.0	0.0	100.0	100
1/2"	12.5	0.0	0.0	0.0	100.0	100
3/8"	9.5	134.5	4.0	4.0	96.0	85 - 100
No. 4	4.75	2474.9	74.1	70.1	29.9	10 - 30
No. 8	2.36	3208.4	96.1	22.0	78.0	0 - 10
No. 10	2.0	3226.7	96.6	0.5	99.5	
No. 16	1.18	3252.9	97.4	0.8	99.2	0 - 5
No. 30	0.600	3263.5	97.7	0.3	99.7	
No. 40	0.425	3266.4	97.8	0.1	99.9	
No. 50	0.300	3268.8	97.9	0.1	99.9	
No. 80	0.180	3271.6	98.0	0.1	99.9	
No. 100	0.150	3272.5	98.0	0.0	100.0	
No. 200	0.075	3275.4	98.1	0.1	99.9	0 - 2.0
PAN WEIGHT =	7		PRECISION =	0.21	FINENESS MODULUS =	5.65



● = CUMULATIVE PERCENT PASSING
■ = INDIVIDUAL PERCENT RETAINED



REMARKS:



WASH METHOD: MECHANICAL WASHER
TEST METHODS: ASTM: D75, C702, C117, C141
AASHTO: T2, T248, T11, T27 (UNLESS OTHERWISE NOTED)

VERSION 4.0 8/19/2020

THIS REPORT AND CONTENTS ARE PROPRIETARY AND SHALL NOT BE USED BY ANYONE WITHOUT WRITTEN PERMISSION FROM VAN EATON READY MIX.

ACCEPTED / APPROVED BY: NATHAN G. PEIL



VAN EATON READY MIX

PH: 405-214-7450

P.O. BOX 1058

SHAWNEE, OK 74802

SIEVE ANALYSIS

TEST REPORT
LAB NUMBER:

602259

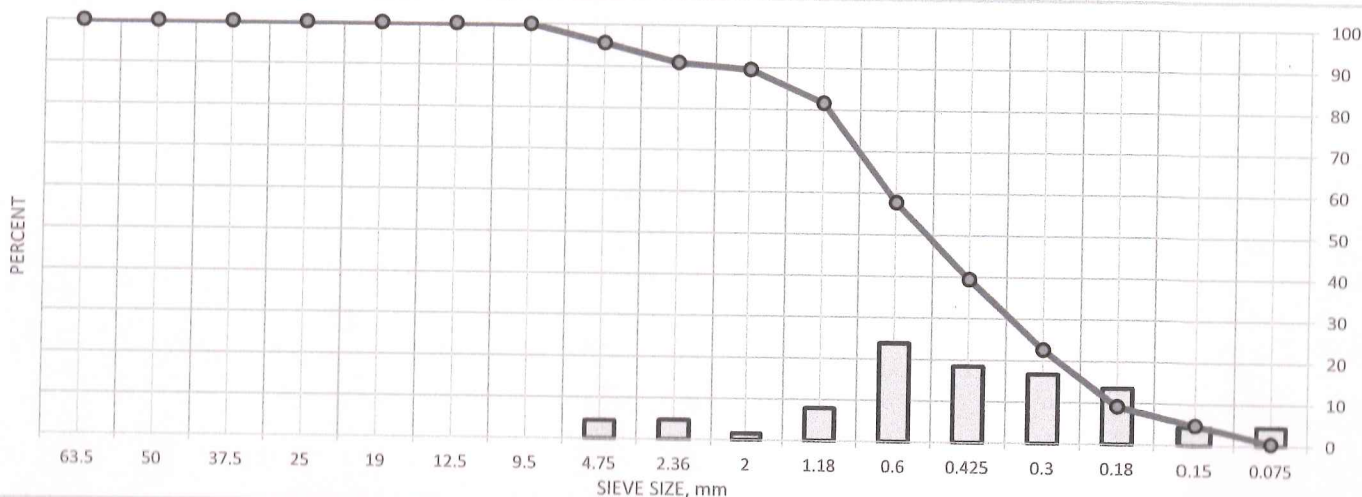
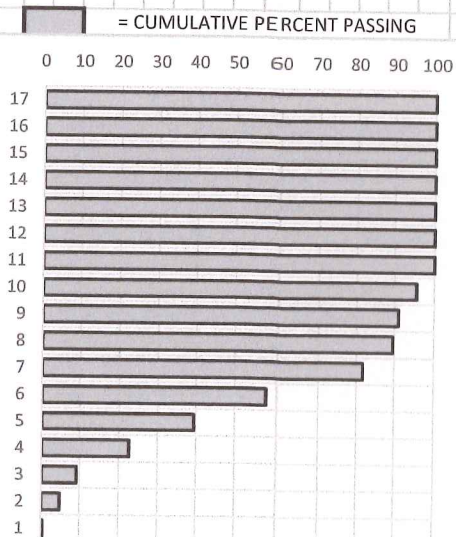
DATE REPORTED:

7/20/2023

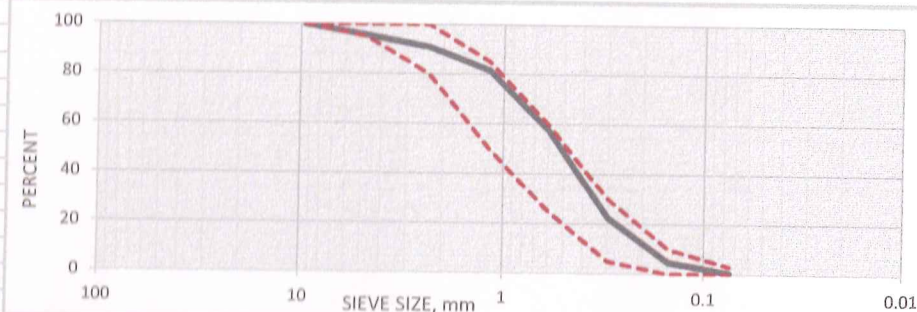
TEST REPORT LAB NO.: 602259
SAMPLE LOCATION: NORMAN STOCKPILE
DATE SAMPLED: 6/23/2023
DATE TESTED: 6/23/2023
ASTM OR AASHTO: ASTM
WET WEIGHT: 565.5
DRY WEIGHT: 541.5
PERCENT MOISTURE: 4.2%

PROJECT NUMBER: 100007
PROJECT NAME: ALL PROJECTS
PROJECT LOCATION: VARIOUS LOCATIONS
CLIENT: VERM
MATERIAL: NATURAL CONCRETE SAND
SOURCE OF MATERIAL: VERM - GUTHRIE
SAMPLED BY: CHRIS DREWERY (2217)
TESTED BY: CHRIS DREWERY (2217)

SIEVE SIZE	WEIGHT	PERCENT	INDIVIDUAL	INDIVIDUAL	PERCENT	REQUIRED
STANDARD	mm	RETAINED, g	RETAINED	PASSING	PASSING	SPECS
2-1/2"	63.5	0.0	0.0	100.0	100	
2"	50.0	0.0	0.0	100.0	100	
1-1/2"	37.5	0.0	0.0	100.0	100	
1"	25.0	0.0	0.0	100.0	100	
3/4"	19.0	0.0	0.0	100.0	100	
1/2"	12.5	0.0	0.0	100.0	100	
3/8"	9.5	0.0	0.0	100.0	100	
No. 4	4.75	23.7	4.4	95.6	96	95-100
No. 8	2.36	48.8	9.0	95.4	91	80-100
No. 10	2.0	57.0	10.5	98.5	90	
No. 16	1.18	99.9	18.4	92.1	82	50-85
No. 30	0.600	229.0	42.2	76.2	58	25-60
No. 40	0.425	329.2	60.6	81.5	39	
No. 50	0.300	420.0	77.4	83.3	23	5-30
No. 80	0.180	493.3	90.9	86.5	9	
No. 100	0.150	516.7	95.2	95.7	5	0-10
No. 200	0.075	540.5	99.6	95.6	0.4	0.0-3.0
PAN WEIGHT =		0.8	PRECISION =	0.04	FINENESS MODULUS =	2.47



● = CUMULATIVE PERCENT PASSING
■ = INDIVIDUAL PERCENT RETAINED



REMARKS:



WASH METHOD: MECHANICAL WASHER
TEST METHODS: ASTM: D75, C702, C117, C141
AASHTO: T2, T248, T11, T27 (UNLESS OTHERWISE NOTED)

VERSION 4.0 8/19/2020

THIS REPORT AND CONTENTS ARE PROPRIETARY AND SHALL NOT BE USED BY ANYONE WITHOUT WRITTEN PERMISSION FROM VAN EATON READY MIX.

ACCEPTED / APPROVED BY: NATHAN G. PEIL



EUCLID CHEMICAL

Product Certification

The Euclid Chemical Company
19215 Redwood Road
Cleveland, OH 44110-2799
Phone: 800-321-7628
Fax: 216-531-9596
www.euclidchemical.com

Prepared for:
VAN EATON READY MIX, INC.
8 TIMBER POND
SHAWNEE, OK 74804
Project: ALL PROJECTS

1/10/2024

Certification of Eucon Air Mac6

The Euclid Chemical Company hereby certifies that its liquid admixture, Eucon Air Mac6, meets or exceeds the requirements of ASTM C-260, as well as AASHTO Specification M-154 and the Corps of Engineers Specification CRD-C-13. Furthermore, it is also certified that Eucon Air Mac6 does not contain calcium chloride nor any added chloride ions other than those normally present in water.

For additional information please contact Euclid Chemical Technical Support at (800) 321-7628.

Jeffrey M. Abbuhl
Sr. Admixture Product Manager



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8 TIMBER POND
SHAWNEE, OK 74804
Project: ALL PROJECTS

1/10/2024

Certification of Eucon WR 91

The Euclid Chemical Company hereby certifies that Eucon WR 91 is a water-reducing, normal-set admixture for concrete that complies with ASTM C-494, Types A & D, as well as AASHTO M-194. Furthermore, it is also certified that Eucon WR 91 does not contain calcium chloride or added chloride ions other than those normally present in water.

For additional information please contact Euclid Chemical at (800) 321-7628.

Jeffrey M. Abbuhl
Sr. Admixture Product Manager



EUCLID CHEMICAL

Product Certification

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Cleveland, OH 44110-2799
Phone: 800-321-7628
Fax: 216-531-9596
www.euclidchemical.com

Prepared for:
VAN EATON READY MIX, INC.
8 TIMBER POND
SHAWNEE, OK 74804
Project: ALL PROJECTS

1/10/2024

Certification of Plastol 6400

The Euclid Chemical Company hereby certifies that its liquid admixture, Plastol 6400, is a high-range water-reducing admixture and meets or exceeds the requirements of ASTM C-494, Type F. Furthermore, it is also certified that Plastol 6400 does not contain calcium chloride or added chloride ions other than those normally present in water.

For additional information please contact Euclid Chemical Technical Support at (800) 321-7628.

Jeffrey M. Abbuhl
Sr. Admixture Product Manager

AIR ENTRAINERS

Master Format #: 03 30 00 03 40 00 03 70 00

EUCON™ AIR MAC6

AIR ENTRAINING AGENT FOR CONCRETE



EUCLID CHEMICAL

PRODUCT INFORMATION

PACKAGING

Packaged in bulk, 275 gal (1041 L) totes, 55 gal (208 L) drums and 5 gal (18.9 L) pails.

SHELF LIFE

2 years in original, unopened container

SPECIFICATIONS/COMPLIANCES

ASTM C260

AASHTO M154

ANSI / NSF STD 61

DESCRIPTION

EUCON AIR MAC6 is formulated for use as an air entraining admixture for concrete of all types and is manufactured under rigid control which assures uniform and precise performance. EUCON AIR MAC6 adds microscopic air bubbles in concrete and is acceptable to use in all types of concrete, including mixtures that have been difficult to entrain air. EUCON AIR MAC6 contains no added chlorides or chemicals known to promote the corrosion of steel.

PRODUCT CHARACTERISTICS

FEATURES & BENEFITS

- Provides a stable air void system with proper bubble size and spacing
- Improved air void system protects concrete against damage caused by repetitive freeze / thaw cycles.
- Concrete is resistant to de-icing salts, sulfate attack and corrosive water
- Less mixing water can be used per yard (meter) of concrete
- Improved placeability
- Improved workability
- Minimizes bleeding and segregation of the concrete

PRIMARY APPLICATIONS

- Ready mix concrete
- Structural concrete
- Mass concrete
- Paving concrete
- All exterior concrete

PRECAUTIONS/LIMITATIONS

- Care should be taken to maintain EUCON AIR MAC6 above freezing; however, freezing and subsequent thawing will not harm the material if thoroughly agitated. Do not agitate with air.
- Consult your local Euclid Chemical representative for the proper dosage rate adjustments when using fly ash, slag or high range water reducers.
- Add to mix independent of other admixtures.
- In all cases, consult the Safety Data Sheet before use.

DIRECTIONS FOR USE

EUCON AIR MAC6 typically is dosed at a rate of 0.1 - 4.0 oz/100lbs (6 - 260 mL/100kg) of total cementitious material. The amount of EUCON AIR MAC6, to achieve a desired air content, will vary depending on type of cement, fineness of sand, ambient air and concrete temperature, design of the mix, other admixtures, type of mixing equipment, etc. Concrete mixes must be tested regularly to confirm that proper air content is achieved. EUCON AIR MAC6 should be added with the initial batch water or directly to the sand to achieve maximum efficiency.

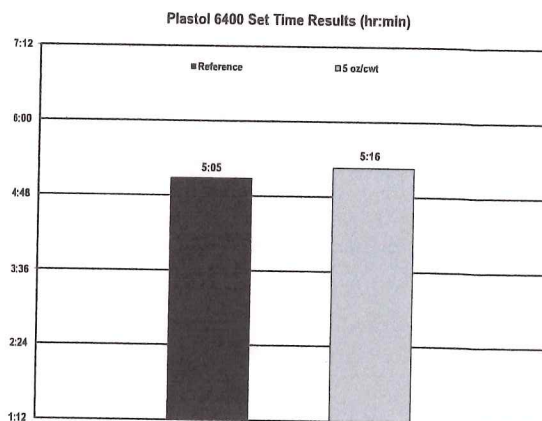
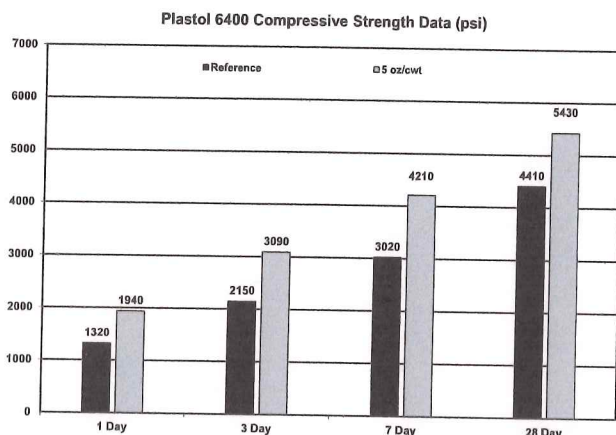
Rev. 03.21

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

TECHNICAL INFORMATION

PERFORMANCE DATA

The following test results were achieved using typical ASTM C494 mix design requirements, 517 lb/yd³ (307 kg/m³) cement content and similar ($\pm 0.5\%$) air content. These results were obtained under laboratory conditions with materials and mix designs meeting the specifications of ASTM C494. Changes in materials and mix designs can affect the dosage response.



DIRECTIONS FOR USE

PLASTOL 6400 has a recommended dosage range of 3 - 12 oz/100 lbs (200 - 780 mL/100 kg) of cementitious material. Dosage recommendations depend on the characteristics of the materials being used in the mix design. Higher dosages are acceptable with prior testing and confirmation of the desired performance with specific materials used. PLASTOL 6400 can be added to the initial batch water or directly on the freshly batched concrete and mixed for approximately 5 minutes or 70 revolutions. However, better results have been observed batching directly on the freshly batched concrete. It should not come into contact with dry cement or other admixtures until mixed thoroughly with the concrete batch.

For any concrete application including Self Consolidating Concrete (SCC), the dosage of PLASTOL 6400 will vary depending on the mix design, local materials, and individual needs of the concrete producer. Trial mixes should be run to verify plastic and hardened performance with local materials. If the material gradations are not optimum for SCC, a viscosity modifier may be used to improve the quality of the mix. Please consult a local Euclid Chemical Sales Professional for trial mixtures and dosage recommendations.

Rev. 03.21

WARRANTY: The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

Granite Re, Inc.

Bond# GR63180

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Jerlow Construction Co., Inc.

, as Principal
and Granite Re, Inc., a corporation organized under the laws of the State of Minnesota and
duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Shawnee

in the penal sum of

**** Forty-one Thousand Five Hundred Ninety-four & 10/100 ****

(\$ \$41,594.10) Dollars, for the payment of which well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and
assigns.

Signed this 3rd day of January, 2024

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named
Principal did on the 22nd day of December, 2023 enter into
a contract with

Heritage Plains, LLC

for: Sewer to serve Heritage Plains Sec 1

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee
said Principal shall furnish a maintenance bond for the sum amounting to **** ten **** percent (10
10%) of the contract price, and to remain in full force and effect for the period of

Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the
said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good
all defects appearing in the work performed by Principal due to faulty workmanship or materials which may
develop during the period of Two (2) year(s) from the date of completion and final
acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Jerlow Construction Co., Inc.

Principal

BY: 

Title Pres

Granite Re, Inc.

Surety

BY: 

Carey L. Kennemer, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

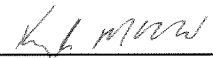
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In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
3rd day of January, 2024.




Kyle P. McDonald, Assistant Secretary

Granite Re, Inc.

Bond# GR63180

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Jerlow Construction Co., Inc.

, as Principal
and Granite Re, Inc., a corporation organized under the laws of the State of Minnesota and
duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Shawnee in the penal sum of

**** Forty-one Thousand Five Hundred Ninety-four & 10/100 ****

(\$ \$41,594.10) Dollars, for the payment of which well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and
assigns.

Signed this 3rd day of January, 2024

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named
Principal did on the 22nd day of December, 2023 enter into
a contract with

Heritage Plains, LLC

for: Sewer to serve Heritage Plains Sec 1

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee
said Principal shall furnish a maintenance bond for the sum amounting to **** ten **** percent (10
10%) of the contract price, and to remain in full force and effect for the period of

Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the
said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good
all defects appearing in the work performed by Principal due to faulty workmanship or materials which may
develop during the period of Two (2) year(s) from the date of completion and final
acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Jerlow Construction Co., Inc.

Principal

BY: 

Title Pres

Granite Re, Inc.

Surety

BY: 

Carey L. Kennemer, Attorney-in-Fact

GR0709-24

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

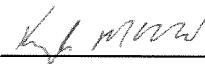
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In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





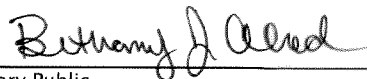
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

GRANITE RE, INC.

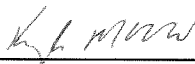
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
3rd day of January, 2024.





Kyle P. McDonald, Assistant Secretary



JERLCON-04

STAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT Suzy Taylor	
	PHONE (A/C, No, Ext): (405) 463-7523	FAX (A/C, No):
INSURED Jerlow Construction Co., Inc. 21212 Bogie Road Edmond, OK 73012	E-MAIL ADDRESS: staylor@rcins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: STATE AUTO PROPERTY & CASUALTY	NAIC # 25127
	INSURER B: COMPSOURCE MUTUAL INS CO	36188
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			10138919CP	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			10138926CU	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A	02225779191	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property			10138919CP	7/1/2023	7/1/2024	
A	Equipment Floater			10138919CP	7/1/2023	7/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job: Sewer to serve Heritage Plains Sec 1

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee
16 West 9th St.
Shawnee, OK 74801-6812

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bobby J. Young



JERLCON-04

STAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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	PHONE (A/C, No, Ext): (405) 463-7523 FAX (A/C, No):	
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	INSURER A: STATE AUTO PROPERTY & CASUALTY	25127
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Sewer to serve Heritage Plains Sec 1

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee
16 West 9th St.
Shawnee, OK 74801-6812

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AUTHORIZED REPRESENTATIVE

Bobby J. Young

Granite Re, Inc.

Bond# GR63181

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Jerlow Construction Co., Inc.

, as Principal
and Granite Re, Inc., a corporation organized under the laws of the State of Minnesota and
duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Shawnee

in the penal sum of

**** Forty-two Thousand Five Hundred Ninety-seven & 10/100 ****

(\$ \$42,597.10)

Dollars, for the payment of which well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and
assigns.

Signed this 3rd day of January, 2024

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named
Principal did on the 22nd day of December, 2023 enter into
a contract with

Heritage Plains, LLC

for: Water to serve Heritage Plains Sec 1

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee
said Principal shall furnish a maintenance bond for the sum amounting to **** ten **** percent (10
10%) of the contract price, and to remain in full force and effect for the period of

Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the
said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good
all defects appearing in the work performed by Principal due to faulty workmanship or materials which may
develop during the period of Two (2) year(s) from the date of completion and final
acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Jerlow Construction Co., Inc.

Principal

BY: 

Title Pres

Granite Re, Inc.

Surety

BY: 

Carey L. Kennemer

, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

GRANITE RE, INC.

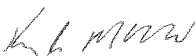
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
3rd day of January, 2024.




Kyle P. McDonald, Assistant Secretary

Granite Re, Inc.

Bond# GR63181

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Jerlow Construction Co., Inc.

, as Principal
and Granite Re, Inc., a corporation organized under the laws of the State of Minnesota and
duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto:

City of Shawnee

in the penal sum of

**** Forty-two Thousand Five Hundred Ninety-seven & 10/100 ****

(\$ \$42,597.10) Dollars, for the payment of which well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and
assigns.

Signed this 3rd day of January, 2024

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above named
Principal did on the 22nd day of December, 2023 enter into
a contract with

Heritage Plains, LLC

for: Water to serve Heritage Plains Sec 1

AND, WHEREAS, the specifications of said construction contract provide that upon final acceptance by Obligee
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Two (2) year(s) from the date of acceptance, as therein stated in said specifications; the
said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good
all defects appearing in the work performed by Principal due to faulty workmanship or materials which may
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acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Jerlow Construction Co., Inc.

Principal

BY: 

Title Pres

Granite Re, Inc.

Surety

BY: 

Carey L. Kennemer

, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

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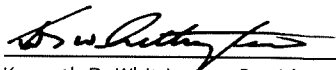
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

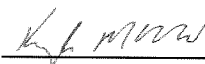
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STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





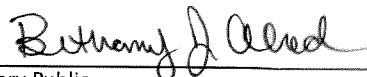
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Kyle P. McDonald, Assistant Secretary

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My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

GRANITE RE, INC.

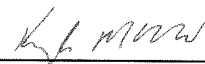
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Kyle P. McDonald, Assistant Secretary



JERLCON-04

STAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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	PHONE (A/C, No, Ext): (405) 463-7523	FAX (A/C, No):
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INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			10138926CU	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			02225779191	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property			10138919CP	7/1/2023	7/1/2024	
A	Equipment Floater			10138919CP	7/1/2023	7/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Water to serve Heritage Plains Sec 1

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee
16 West 9th St.
Shawnee, OK 74801-6812

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bobby J. Young



JERLCON-04

STAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME Suzy Taylor	
	PHONE (A/C, No, Ext): (405) 463-7523 FAX (A/C, No):	
	E-MAIL ADDRESS: staylor@rcins.com	
INSURED Jerlow Construction Co., Inc. 21212 Bogie Road Edmond, OK 73012	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: STATE AUTO PROPERTY & CASUALTY	25127
	INSURER B: COMPSOURCE MUTUAL INS CO	36188
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			10138919CP	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			10138926CU	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	02225779191	10/1/2023	10/1/2024	☒ PER STATUTE ☐ OTH ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Commercial Property			10138919CP	7/1/2023	7/1/2024	
A	Equipment Floater			10138919CP	7/1/2023	7/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job: Water to serve Heritage Plains Sec 1

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee
16 West 9th St.
Shawnee, OK 74801-6812

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bobby J. Young



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 1 for Marie Drive Water Main Project.

Background: This change order decreases and reconciles multiple unit rate items. The changes are tied to differences in field conditions from the design plans.

This change order reduces the overall contract by \$36,705.80, and additional itemized information is provided.

Financial Impact: Deduction of \$36,705.80 for 304-5-1040-54200; Project No. C-23-07

Attachments: Marie Drive - Change Order #1_executed

Staff Recommendation: Approval of the item



01-05-2015 Form CO-2

All change order quantity adjustments for original pay items established by competitive bidding include an decrease in the amount of \$36,705.80 which represents an increase of 6.94% below the original contract price.

As a result of the modification(s) described above:

The revised **Contract Price** is:

Original Contract Price	\$ 529,004.00
Total net amount of all previous Change Orders	(+ or -). \$ 0.00
Total net amount of this Change Order.....	(+ or -). \$ (36,705.80)
Current Contract Price, including this Change Order.....	\$ 492,298.20

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER

Andrea Weckmüller-Schäfer
By Andrea Weckmüller-Schäfer
Date 10/14/2024

CONTRACTOR

Circle B Underground
By San Ben
Date 10/7/2024

The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL

By Michael Way  Michael Way
Date: 2024.10.03

Date _____



01-05-2015 Form CO-2

CHANGE ORDER NO. 1 (Final)
For Contract between Owner and Contractor

Project Name: Marie Drive Water Line ReplacementBMcD Project No. 158141Owner: City of Shawnee Client Project No. ARP-23-0015-DPGContractor: Circle B Underground, LLC Contract No. _____

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor
(any applicable attachments are specifically identified):

Additional pipe and fittings were necessary to adjust the tap of the existing water line on the north side of the project. Additional asphalt paving was required to adjust to field conditions for the service line crossings.

Table 2 - Modification of original pay items:

Pay Item Number	Description	Unit	Bid Quantity	Quantity Change	Revised Quantity	Unit Price	Contract Change
6	8" (DR11) HDPE Water Line Pipe-Install By Open Cut	LF	534	20	554	\$18.00	\$360.00
7	Trench Excavation	LF	534	20	554	\$52.00	\$1,040.00
8	Embedment Material	Ton	385	4	389	\$41.00	\$164.00
19	Fitting – 6" 90 Degree Bend	EA	1	2	3	\$736.00	\$1,472.00
20	Concrete Curb and Gutter Remove and Replace	LF	130	5	135	\$77.00	\$385.00
22	Concrete Driveway Remove and Replace	SY	226	12.2	238.2	\$206.00	\$2,513.20
23	Bore with Steel Casing	LF	40	(40)	0	\$510.00	(\$20,400.00)
25	Asphalt Concrete Hot Mix Surface Course (Roadway)	Ton	166	44	210	\$180.00	\$7,920.00
26	Street Repair	SY	500	(130)	370	\$232.00	(\$30,160.00)
Total revised original pay items							(\$36,705.80)

The prices shown for original pay items were established by competitive bidding and the adjustments provided above include a decrease in the amount of \$36,705.80.



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 3 for Traffic Signal Storm Damage Repair Project.

Background: This change order represents a realization of actual field conditions. Some of the pedestrian push buttons, thought to be capable of being reused, are not able to be used again. Similarly, some of the new video detection systems are not compatible with existing vision equipment. This change order deducts a base bid traffic signal pay item and introduces two new pay items for pedestrian push buttons, and video detection systems.

The Traffic Signal Storm Damage Change Order #3 is an increase of \$44,720.00 and additional itemized information is provided. With previous Change Orders considered, this increases the initial contract value by \$25,120.00, or 4.7% of the original contract.

Financial Impact: Increase of \$44,720.00; Grant Fund - Other Contractual; 010-5-0740-53390; Proj. No. EM2023041

Attachments: Change Order #03 - Detection_Fully Executed

Staff Recommendation: Approval of the item



**TLS
GROUP, INC**

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To:	City of Shawnee	Contact:	
Address:	P.O. Box 1448 Shawnee, OK 74802-1448	Phone:	(405) 214-4244
		Fax:	
CO Name:	Detection	CO ID:	03
Project Location:	Various Locations, Shawnee, OK	CO Date:	9/17/2024

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Section 01 - Base Bid					
01023	(PL)DETECTION SYSTEM (VIDEO)	-1.00	LS	\$54,430.00	(\$54,430.00)
Total Price for above Section 01 - Base Bid Items:					(\$54,430.00)

Section 04 - Change Order #03

04001	PEDESTRIAN PUSHBUTTON CCU	1.00	EACH	\$5,150.00	\$5,150.00
04002	(PL)DETECTION SYSTEM (VIDEO)	1.00	LS	\$94,000.00	\$94,000.00
Total Price for above Section 04 - Change Order #03 Items:					\$99,150.00

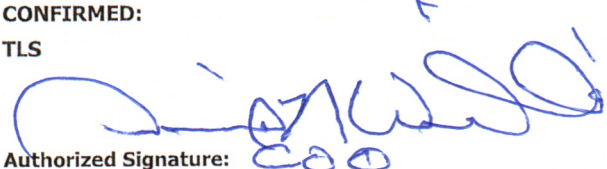
Total Bid Price: **\$44,720.00**

Notes:

- Item 04001 includes a pedestrian push button central control unit.
- Item 04002 includes complete installation of (2) complete Econolite Vision detection systems at Kickapoo & Independence and Independence & Pottenger.
- Item 04002 also includes removal of the existing video detection at Kickapoo & Independence and Independence & Pottenger and relocating (2) total cameras to Kickapoo & Federal and Kickapoo & Plaza. All remaining existing equipment will be delivered to the City of Shawnee.
- All notes from our original quote letter apply to this change order.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>Andrea Weckmüller Behringer</u> Signature: <u>Andrea Weckmüller Behringer</u> Date of Acceptance: <u>9/24/24</u>	CONFIRMED: TLS  Authorized Signature: _____ Estimator: Lawson Miracle 405-423-0623 estimating@tlsgroupinc.net
--	---



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Acknowledge Amendment to Purchase Order 24-2797-R1 for the Rebuilding of the Announcer Stand at the Heart of Oklahoma Exposition Center.

Background: The Announcer Stand (Crow's Nest) within the Grandstand area of the City of Shawnee Heart of Oklahoma Expo Center was damaged during the April 19, 2023, tornado event.

Following the receipt of an insurance settlement for the damage as well as a structural evaluation of the platform, the City of Shawnee requested three quotes from qualified construction firms to complete the repair of the Announcer Stand ahead of the 2024 International Finals Youth Rodeo. The lowest quote received for the work specified in the request was submitted by Sagemill Construction, LLC. The quote was administratively accepted as within the decision authority of the City Manager.

During the assembly of the new structure, the construction firm became aware of a potential issue with the platform's support column and footing and, based on life and safety concerns, had to be addressed immediately. The cost of the additional work increased the final invoice to above the threshold set by the City Commission for their direct review and approval, as follows:

- Original Contract Amount: \$47,740.00
- Additions to the Contract: \$9,910.81
- New Contract Amount: \$57,650.81

As the additional cost was incurred, it requires acknowledgment by the City Commission.

Financial Impact: \$9,910.81; split between Grant Fund - Capital Outlay Buildings (\$5,221.62) and Insurance Recovery Fund (\$4,689.19); 010-5-1210-54200 and 603-5-1210-54200 respectively

Attachments: Pay App 1 Shawnee Expo Crows Nest

Staff Recommendation: Acknowledgment of Purchase Order Amendment

Sagemill Construction LLC
106862 South Highway 18
Meeker, OK 74855
4056188783

City of Shawnee
APPLICATION AND CERTIFICATE FOR PAYMENT

Job No.: 202426
Job: Shawnee Expo Crow's Nest
Application No: 1.0
Application Date: May 29, 2024
Period To: Aug 23, 2024

CONTRACT

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage (If Variable Rate)
			From Previous Application(s)	This Period					
1	Rebuild Shawnee Expo Grandstand Announcer Stand	47,740.00	0.00	47,740.00	0.00	47,740.00	100.00	0.00	47,740.00
		47,740.00	0.00	47,740.00	0.00	47,740.00	100.00	0.00	47,740.00

ADDITIONS TO CONTRACT

2	CO1: Install footing and column	6,859.00	0.00	6,859.00	0.00	6,859.00	100.00	0.00	6,859.00
3	CO2: Landes Engineering - structural engineer required by City of Shawnee for permit	2,294.25	0.00	2,294.25	0.00	2,294.25	100.00	0.00	2,294.25
4	CO3: Welding Inspection	757.56	0.00	757.56	0.00	757.56	100.00	0.00	757.56
		9,910.81	0.00	9,910.81	0.00	9,910.81	100.00	0.00	9,910.81
Grand TOTAL:		57,650.81	0.00	57,650.81	0.00	57,650.81	100.00	0.00	57,650.81

APPLICATION AND CERTIFICATE FOR PAYMENT

To: City of Shawnee PO BOX 1448 Shawnee, OK 74802	Project: Shawnee Expo Crow's Nest 1700 W Independence St Shawnee, OK 74804	Application No: 1.0 App. Date: May 29, 2024 Period to: Aug 23, 2024 Project No: 202426 Contract Date: May 29, 2024	Distribution to: ☐ Owner ☐ Architect ☐ Contractor ☐ Field ☐ Other
From: Sagemill Construction LLC	Contract For: Shawnee Expo Crow's Nest	Via Architect: -	

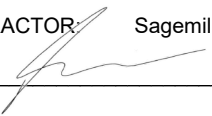
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	47,740.00
2. NET CHANGE BY CHANGE ORDERS	9,910.81
3. CONTRACT SUM TO DATE	57,650.81
4. TOTAL COMPLETED AND STORED TO DATE	57,650.81
5. RETAINAGE:	
a. 0.00% of Completed work	0.00
b. 0.00% of Stored Material	0.00
TOTAL RETAINAGE	0.00
6. TOTAL EARNED LESS RETAINAGE	57,650.81
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	0.00
8. CURRENT PAYMENT DUE	57,650.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changed approved in previous months by owner	0.00	0.00
Total approval this month	0.00	0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Sagemill Construction LLC
By:  Date: 8/23/2024

Subscribed and sworn before me this ____ day of _____

Notary Public: _____ My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

#11
6592

RESOLUTION NO. 6592

A RESOLUTION ESTABLISHING THE SENIOR CITIZENS OF SHAWNEE BOARD FOR THE CITY OF SHAWNEE; SETTING FORTH VARIOUS PROVISIONS AND OFFICIAL DUTIES.

WHEREAS, in 1985 the Shawnee City Commission contracted with the Senior Citizens of Shawnee, Inc. for the oversight of the Shawnee Senior Center.

WHEREAS, the City sees the need to bring the committee in under their control as an advisory Committee.

WHEREAS, there is a desire to formalize the Committee structure and official duties through the passage of a resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION I. CREATION

- A. There is hereby established a SENIOR CITIZENS OF SHAWNEE Board of Directors to help foster and conduct programs for the benefit of older persons in our community, for the purposes of socialization, entertainment, health and fitness, mobilization, senior information and referral for: Advocacy, Volunteerism, Counseling, Financial Guidance, Legal Services, and Employment.
- B. It shall also be the purpose of the SENIOR CITIZENS OF SHAWNEE Board to help evaluate program effectiveness and advance the overall welfare of the organization.
- C. All board members will be appointed and approved by the City Commission.

SECTION II. POWERS AND DUTIES

- A. The SENIOR CITIZENS OF SHAWNEE Board shall make recommendations to the Shawnee City Commission for final consideration but will also help the Center Director with the development of programs.

SECTION III. COMPOSITION AND APPOINTMENT OF SENIOR CITIZENS OF SHAWNEE BOARD MEMBERS

- A. The Senior Citizens of Shawnee Board shall consist of one (1) City Commissioner;
- B. The Senior Citizens of Shawnee Board shall consist of nine (9) at-large members and these members shall be fifty-five (55) years of age or older.

C. Composition.

- a. The Committee will consist of nine (9) at-large Members whom shall only include individuals that are either:
- i. Residents of the City of Shawnee or Pottawatomie County;
 - ii. Business or property owners within the City; or
 - iii. Employed within the City.

D. Members of the original 1985 board that are presently still active board members shall be lifelong members not to be included in the total count of members.

SECTION IV. TERMS OF OFFICE

A. The term of Members shall be three (3) years. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed for the unexpired portion of the term. After having held the office of board member for two (2) consecutive terms, a member shall not be eligible for reappointment until a period of not less than twelve (12) months has elapsed after the end of the most recent term for which such member was appointed.

SECTION V: MEETINGS

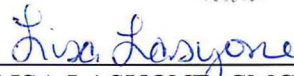
A. Meetings of the SENIOR CITIZENS OF SHAWNEE Board are open public meetings and shall be posted as such in accordance with the Oklahoma Open Meeting Act.

B. A quorum of six (6) members is required to conduct business.

PASSED AND APPROVED THIS 17th DAY OF June, 2019




RICHARD FINLEY, MAYOR


LISA LASYONE, CMC, CITY CLERK



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Kerri Foster, Parks & Recreation Manager
Subject: Consideration of the acceptance of a grant from the Avedis Foundation for Splash Pads at Optimist and Boy Scout Parks.

Background: The City of Shawnee and the Avedis Foundation have partnered on community projects for nearly a decade. In that time, the Avedis Foundation has awarded nearly \$4 million in grant support to the City of Shawnee for an array of quality of life projects.

In continuing this collaboration, the Avedis Foundation recently notified the City of their support for the Splash Pads for Optimist and Boy Scout Parks project, in the amount of \$191,000. Matched by City funding, the Avedis Foundation's grant will provide half of the funding needed to construct a new splash pad at Optimist Park and fully re-construct the splash pad at Boy Scout Park.

The total cost of the construction of both splash pads is estimated to be \$382,000, and the City's share has been budgeted in the current program year of the Fiscal Year 2025-2029.

City staff is requesting acceptance of the grant award and authorization of the City Manager to execute the necessary grant agreement.

Financial Impact: \$191,000 in grant revenue

Attachments: Splash Pads_Grant Award and Acceptance Documents

Staff Recommendation: Approva of the item



OPTIMIST PARK SPLASHPAD – SHAWNEE, OK
PERSPECTIVE VIEW B
9/23/2024



Discover. Explore. Play.
www.power-play.net
12804 S. Memorial Dr., Suite 114, Bixby, OK 74008
Page 158 of 548



BOY SCOUT PARK SPLASHPAD – SHAWNEE, OK
PERSPECTIVE VIEW A
9/23/2024



Discover. Explore. Play.
www.power-play.net
12804 S. Memorial Dr., Suite 114, Bixby, OK 74008
Page 159 of 548

Splash Pads for Optimist and Boy Scout Parks

Avedis Foundation Grant Request Revised

City of Shawnee

Andrea Weckmueller-Behringer

O: 8781601

Andrea Weckmueller-Behringer

16 W. 9th
Shawnee, OK 74801

Andrea.Weckmueller-
Behringer@shawneeok.org
O: 405-878-1601

FollowUp Form

Terms & Conditions

Project Name

Name of Project.

Splash Pads for Optimist and Boy Scout Parks

Amount Awarded

\$191,000.00

Project Description

1. The City of Shawnee - Parks and Recreation Department provides family-friendly outdoor recreational opportunities throughout our parks system. Over the years, the City's best of intentions to acquire park land has resulted in a sizable number of acres in the park system. Currently, the City has 36 parks, including those at the Shawnee Twin Lakes. The overall system now encompasses 610 acres of green space, which are maintained by the Parks and Recreation Department. However, the resources with which to maintain and upgrade the system have not kept pace.

In 2015, the City of Shawnee engaged Dick Horton Consulting to produce a Park System Inventory and Assessment. The assessment identified several opportunities to improve Shawnee's park system. The primary recommendation of the study was to focus resources and efforts on 8 major parks, including Rotary Briscoe Boy Scout Park and Optimist Park. The assessment also included a community survey, which highlighted the usage of the parks: Among the "large community" and "special use" parks, 31% of park visitors frequented Rotary Briscoe Boy Scout Park; considering overall park usage, 21% of park visitors used Optimist Park.

In 2017, a Parks Master Plan was adopted, which built on the conceptual plans identified in the 2015 Parks System Inventory and Assessment. This plan focused on six specific parks, which again included Rotary Briscoe Boy Scout Park and Optimist Park.

2. Rotary Briscoe Boy Scout Park, located at 1400 E Main St., hosts a Splash Pad which was installed in 2015. It proved to be a popular neighborhood fun spot, especially on hot days. Over the years, minor breakdowns have occurred which the city has been able to patch up as needed. Unfortunately, in 2023, the existing splash pad suffered a catastrophic pipe burst, which resulted in severe damage to the aging computer control system. The system has been inoperable since that time.

Optimist Park, located at 3310 N Market Ave., is the City's most northern location within the parks system. Encompassing 2.62 acres, the park contains very limited amenities, and its redevelopment was recommended both in the 2015 Parks System Inventory and Assessment as well as the 2017 Parks Master Plan. Among other items, the 2017 document suggested the addition of a splash pad.

During the April 2023 tornado, Optimist Park located at 3310 N Market was hit hard resulting in damage to almost all its vegetation and play equipment.

3. The City of Shawnee long-term plans include updates to all six parks identified in the 2017 Parks Master Plan. Having previously focused on KidSpace and Woodland Veterans Parks, the City would now like to turn

its focus on Rotary Briscoe Boy Scout Park in the southeastern quadrant of the City as well as Optimist Park, which would serve residents living in neighborhoods on the north side of town.

The proposed project therefore seeks to reconstruct the Splash Pad at Rotary Briscoe Boy Scout Park as well as construct a new Splash Pad at Optimist Park. Installing these new systems, inclusive of the latest water features, will likely bring family-friendly enjoyment for years to come.

4. The proposed improvements to Rotary Briscoe Boy Scout Park and Optimist Park will directly address needs identified in the 2015 Park System Inventory & Assessment, and 2017 Parks Master Plan.

Both parks will be accessible to all of the community as well as the visitors to Shawnee. Their respective location in the middle of residential areas were an important factor in their selection for the proposed improvements. The parks' Splash Pad features will be accessible to ensure that everyone has the opportunity to visit and enjoy these spaces.

5. The proposed improvements to Rotary Briscoe Boy Scout Park and Optimist Park are a direct result of the 2015 Park System Inventory and Assessment and 2017 Parks Master Plan. The timeline shows the City's progression of: evaluating the need, forming the vision, designing a solution, identifying the funding, and implementing the plan.

The project also directly aligns with the City's mission statement, to "Provide high quality service to support and build a vibrant community together," while particularly focusing on the City's objective to "Improve Parks & Recreation Facilities and Programs" with its "Improved Quality of Life" strategic goal.

GRANT TERMS

Special Conditions (If Applicable)

1. The grant shall be used exclusively for the purposes specified in this Grant Agreement, and any alternative use of funds must be authorized in advance in writing by the Avedis Foundation, or funds must be promptly returned.
2. Spending and progress reports will be required on the funded projects. The Grantee hereby agrees to respond promptly to requests from Avedis Foundation for reports detailing the use of the granted funds. Further, Avedis Foundation representatives shall have reasonable access during business hours to files, records, accounts and personnel that are associated with this grant, for the purpose of conducting financial reviews, verifications or program evaluations as may be deemed necessary by Avedis Foundation.
3. Grantee will obtain a minimum of 2 bids on each project.
4. Grantee will obtain prior approval from Avedis Foundation for any proposed publicity concerning the grant.
5. Not to use any of the funds to influence legislation, to influence the outcome of elections, to carry on voter registration drives, to make grants to individuals or other organizations or to undertake any nonexempt activity, when such use of the funds would be taxable expenditure if made directly by the foundation.

I further certify that our 501(c)(3) status with the Internal Revenue Service, as reflected in our grant application, remains in full force and effect and that we are not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code. Grantee shall immediately give written notice to the Avedis Foundation if, prior to receipt of all or any portion of the grant, said organization ceases to be exempt from federal income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code or becomes a private foundation under Section 509(a) of the Code.

I understand that any grant dollars received can affect the IRS public support test as calculated on Schedule A, Part IV-A of Form 990, and that failure of the public support test may cause a publicly supported charity to be reclassified as a Private Foundation by the IRS.

Avedis Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in Avedis Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to

protect the purpose and objectives of the grant or any other charitable activities of Avedis Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to Avedis Foundation, or the grant.

ACCEPTANCE OF TERMS & CONDITIONS*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

AUTHORIZED SIGNATURE

Enter the Name and Title of the individual authorized to make legal contracts for the Grantee. By signing and uploading the attached signature page they agree to enter into this agreement by electronic means.

Name*

Title*

Date*

Signature Page*

Access signature page here.

(Sign, have notarized, then upload.)

Press Release Quote

Please include a quote that may be used in a press release on this grant.

Impact Statement*

Please provide an Impact Statement that will best describe how this grant will benefit your organization and the individuals that you serve. (This information could be used in the Avedis Annual Report. A paragraph or two in length is sufficient.)

File Attachment Summary

Applicant File Uploads

No files were uploaded



City Manager Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution of support for the appointment of Andrea Weckmueller-Behringer to the Oklahoma Municipal League Regional Council; declaring said appointment to be for the benefit of the City of Shawnee and other municipalities within the district; declaring the mission of the Oklahoma Municipal League to be for the public purpose.

Background: Since 1913, the Oklahoma Municipal League (OML) has served as the advocate and voice of Oklahoma local governments in interactions at both the state and national levels. In addition, OML has equipped municipalities to better serve their citizens and communities through the provision of programs and the distribution of information specific to its members' needs. OML also acts as a clearinghouse for select services, which individual cities or towns may not have the time, resources, or expertise to provide on their own.

For many years now, the City of Shawnee has been a member of OML, benefitting from the agency's legislative advocacy efforts, municipal research and innovation sharing, targeted educational opportunities and conferences, as well as ongoing peer exchange and support.

OML recently announced the formation of the OML Regional Councils for each of the OML districts within the State of Oklahoma. These Regional Councils will advise the OML Board of Directors on questions of collective action statewide. There would be four quarterly meetings, communication among municipal leaders from within the respective district, and attendance of special events and conferences.

District 5 encompasses not just the City of Shawnee but also 47 other cities and towns within Hughes, Lincoln, Okfuskee, Pawnee, Payne, Pottawatomie, and Seminole counties. Having a City of Shawnee representative on the OML Regional Council would allow for direct input into decisions related to important municipal issues and potential statewide legislative action.

Financial Impact: Not applicable

Attachments: Resolution for Support_OML Regional Council

Staff Recommendation: Approval of the Resolution

RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF ANDREA WECKMUELLER-BEHRINGER TO THE OKLAHOMA MUNICIPAL LEAGUE REGIONAL COUNCIL; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF SHAWNEE AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City of Shawnee recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit; and

WHEREAS, the City of Shawnee through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities; and

WHEREAS, the City of Shawnee is within District 5 and as such is represented by an appointee seated within said district; and

WHEREAS, the City of Shawnee has an interest and desire to resolve its support of the nomination of Andrea Weckmueller-Behringer to serve on the OML Regional Council; and

WHEREAS, the City of Shawnee finds that said nomination would benefit the City of Shawnee and the other municipalities within District 5 by serving as the individual and collective voice of local government officials in interaction at both the state and national level; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION FOR THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the City of Shawnee unequivocally supports the nomination of Andrea Weckmueller-Behringer to serve on the OML Regional Council, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Shawnee and other municipalities within District 5 will benefit by her appointment.

SECTION 2: That should Andrea Weckmueller-Behringer ultimately be appointed to the OML Regional Council, she is specifically authorized and requested to fully participate in said meetings of the Regional Council and the projects of the same to the ultimate benefit of the City of Shawnee.

[Signature page to follow.]

PASSED, APPROVED AND EFFECTIVE this ____ day of _____, 2024.

ERIC STEPHENS, MAYOR

ATTEST: (SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this this ____ day of _____, 2024.

JOE VORNDRAN, CITY ATTORNEY

DRAFT



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Kevin Moore, Chief Building Official
Subject: Consideration of an appeal of the administrative order regarding property located at 1320 North Market Avenue.

Background: The residential structure at 1320 North Market was brought to a Public Nuisance Administrative Hearing on the following dates:

- 09/19/2024

The owner failed to appear for the hearing on September 19, 2024. The structure and property are not being maintained, and the owner has not made an effort to bring the structure up to code. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood.

Staff request denial of the appeal, and the right to proceed with demolition.

Financial Impact: Not applicable

Attachments: 1320 N Market Appeal Letter, 1320 N Market Hearing

Staff Recommendation: Denial of the appeal

From: [Jeremy Mehan](#)
To: [COS City Clerk](#)
Subject: [EXTERNAL EMAIL]Appeal for property located at 1320 N Market Ave
Date: Tuesday, September 24, 2024 9:28:38 AM

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

This is Jeremy Mehan, im wanting to appeal the decision for the address listed above. I received the administrative order yesterday in the mail. I wasnt aware of the hearing I was supposed to be at on the 19th. Im asking to be about to get the permit so i can tear down the property at 1320 N Market Ave.

Thank you
Jeremy Mehan
405-308-7365

Dilapidated Building

Hearing Checklist

ADDRESS 1320 N. Market

Date: _____

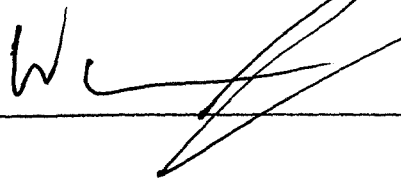
	yes	no
Water Service last date: 4/1/21		X
Taxes Paid	X	
Mortgage		X
Prior Notice date: 12/19/23	X	
Vacant	X	
Structure Unsecured	X	
Vagrant Complaint(s)		X
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)	X	
Property Posted	X	
Ran in paper date: 3/30/24	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	
Tornado Damage	X	

Building Inspections Preliminary Report

Address 1320 N. Market

- | | |
|---|---|
| 1. Lack of structure maintenance | ☒ Yes - ☐ No |
| 2. Weather/elements entering roof structure | ☒ Yes - ☐ No |
| 3. Weather/elements entering windows or walls | ☒ Yes - ☐ No |
| 4. Weather/elements entering doors | ☒ Yes - ☐ No |
| 5. Exterior siding/ walls degraded | ☒ Yes - ☐ No |
| 6. Foundation degraded/failing | Yes - ☒ No |
| 7. Structure unsecured | ☒ Yes - ☐ No |
| 8. Nuisance complaints | ☒ Yes - ☐ No |
| 9. Vagrant complaints | Yes - ☒ No |
| 10. Structure fire | Yes - ☒ No |
| 11. Structure occupied without utilities | Yes - ☒ No |

Building Inspector



Date

8-19-24

**Pottawatomie County
Report****Property Owner****Name:** JCM & SONS LLC**Property Information****Physical Address:** 1320 N MARKET**Mailing Address:** 3390 N CHOCTAW RD
CHOCTAW, OK 73020-**Subdivision:** NEW PORT**Block / Lot:** 0005 / 0003**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** NEW PORT BLK 5 LOTS 3 & 4*CC. Perrot***Market and Assessed Values:****Taxes:**

	Fair Cash	Taxable Fair Cash	Full Assessed (12.00% Market Value)
Land:	\$5,000	\$4,883	\$586
Building:	32,097	28,717	3,446
Total:	\$37,097	\$33,600	\$4,032

Estimated Taxes:	\$421
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
LOT AREA	2	Lot

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
2/19/2024	10184	5987	Warr. Deed	15.00	\$10,000	PARROT PROPERTIES LLC	Q	
4/8/2021	2021	4797	Warr. Deed	48.00	\$32,000	KUTZMA JOHN P JR	Q	
4/6/2021	2021	4796	Warr. Deed	0.00	\$0	HAMPTON MARY	04	
11/12/2008	2008	18342	JW	52.50	\$35,000	HELTON COETTA & JACK	PQ	
11/12/2008	2008	18341	Quit Claim	0.00	\$0	HELTON KENDRA		
2/28/1997	2636	202	Warr. Deed	0.00	\$0	HELTON COETTA	FT	

Not a Legal Document.

Subject to terms and conditions.

www.actdatascout.com

Parcel: 1845-00-005-003-0-000-00

As of: 8/15/2024

Pottawatomie Count Report

ID: 630021624

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Wood	1,122	3	1940	84	Average +	2.5 3

Exterior Wall: Frame, Siding,
Heat / Cool: F/W/Furn

Roof Cover: Composition Shingle
Year
Remodeled:

Outbuildings and Yard Improvements:

Item	Size/Dim	Quality	Age
Raised Slab Porch - Covered	192		

Tax Roll Inquiry

Pottawatomie County Treasurer

Buddy Anderson, Treasurer

PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



Owner Name and Address

PARROT PROPERTIES LLC
301 HAROLD RD
BRISBANE CA 94805-0000

Taxroll Information

Tax Year : 2023
Property ID : 1845-00-005-003-0-000-00
Location : 1320 N MARKET SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 104.47
Type of Tax : Real Estate
Tax ID : 21624

Legal Description and Other Information:

NEW PORT BLK 5 LOTS 3 & 4 2.00 Lots

Assessed Valuations	Amount
Land	580
Improvements	3260
Net Assessed	3840

Tax Values	Amount
Base Tax	401.00
Penalty	0.00
Fees	0.00

Tax Values	Amount
Payments	401.00
Total Paid	413.03
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
02/28/2024	38445	Check	Taxes	401.00	THE OKLAHOMA CITY ABSTRACT -->PO BOX 260- >OKC ...
02/28/2024	38445	Check	Penalty	12.03	

Login (build: 25304:20240621.2)
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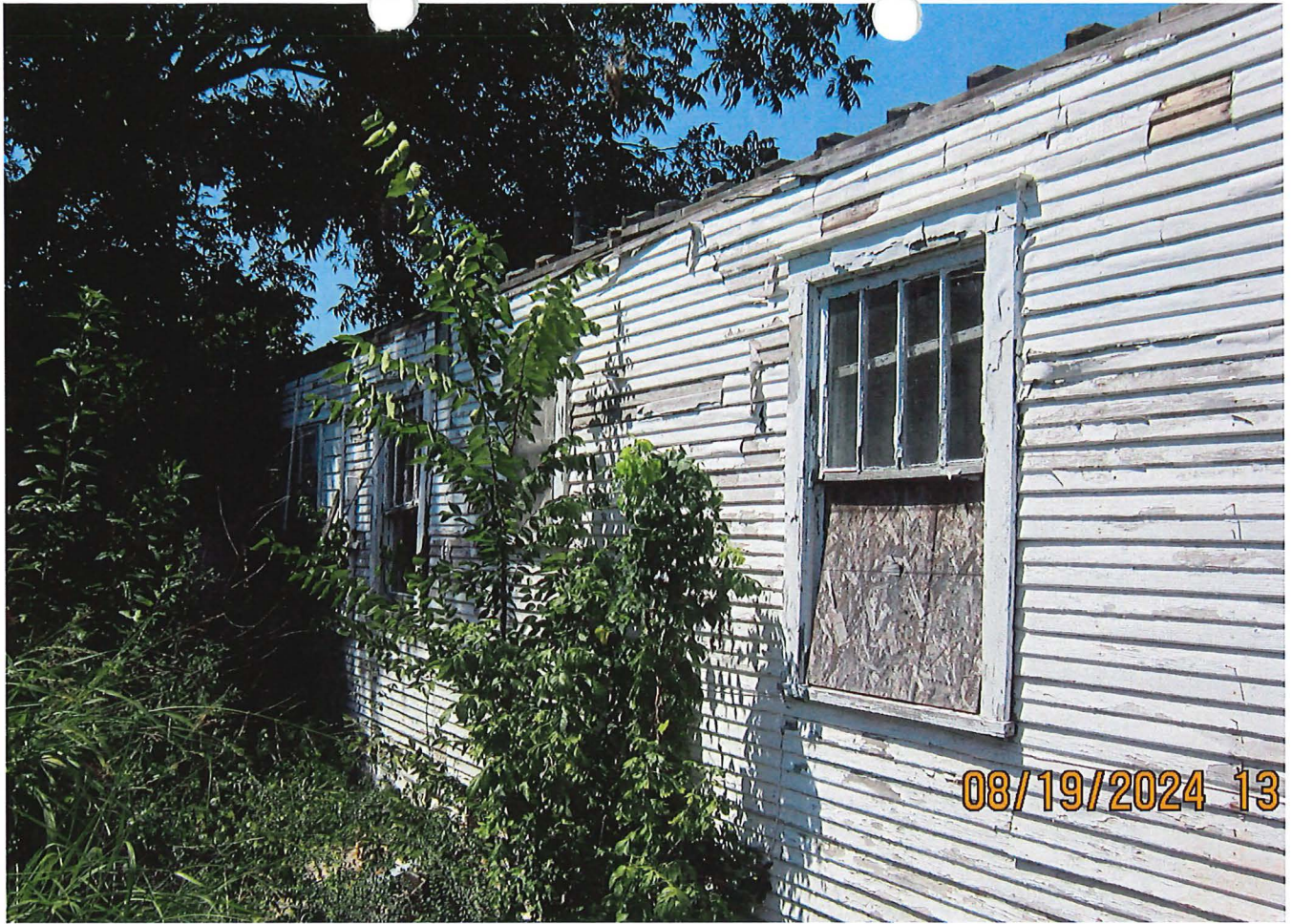




08/19/2024 13



08/19/2024 13





Notice of Hearing Concerning Dilapidated Building(s)

08/28/2024

JCM & SONS LLC
3390 N CHOCTAW RD
CHOCTAW, OK 73020

Problem Property: 1320 N MARKET AVE
Legal: NEW PORT BLK 5 LOTS 3 & amp 4

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **10:00AM.** on **09/19/2024**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: PARROT PROPERTIES LLC 301 HAROLD RD BRISBANE, CA. 94805

08/29/2024 0





Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service ☐ Adult Signature Required ☐ Priority Mail Express ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Certified Mail ☐ Return Receipt for Merchandise ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation ☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ Priority Mail	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.													
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee		
1. Elias Corral & Johana Armenta-Garcia	319 N. Union Shawnee, OK 74801	.69	.55													
2. Elias Corral & Johana Armenta-Garcia	4461 Menlo Ave #2 San Diego, Ca. 92115															
3. First United Bank	600 South Western, P.O. Box 100 Oklahoma City, OK 73109															
4. MidFirst Bank	999 NW Grand Blvd. Oklahoma City, OK 73118															
5. Jan Guenther	833 N. Hobson Shawnee, OK 74801															
6. JCM & Sons LLC	3390 N. Choctaw Rd. Choctaw, OK 73020															
7. Parrot Properties LLC	361 Harold Rd. Brisbane, Ca. 94805															
8. Sherri Lane Rhodes	133 S. Draper Shawnee, OK 74801	.69	.55													
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)														



Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number		Addressee (Name, Street, City, State, & ZIP Code™)		Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
1. Roy Heatley	119 S. Osage Shawnee, OK. 74801			.69	.55											
2. Roy Heatley	518 N. Patchin Shawnee, OK. 74801															
3. Oklahoma Health Care Authority Third party Liability Unit	4545 N. Lincoln Ste. 124 Oklahoma City, OK. 73105															
4. William Daniels	320 N. Chapman Shawnee, OK. 74801															
5. Bradley Alexander	418 E. Darrow Shawnee, OK. 74801															
6. Bradley Alexander	191 N. Mitt Phillips Seminole, OK. 74868															
7. Bradley Alexander	P.O. Box 67 St. Louis, OK. 74864															
8. 1214 Carol Dr. LLC	6915 N. Classen Blvd. XC Oklahoma City, OK. 73116			.69	.55											
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)														

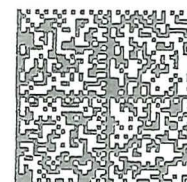


Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation
☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Priority Mail

Affix Stamp Here
(for additional copies of this receipt)
Postmark with Date of Receipt



FP [®] **US POSTAGE**
\$ 010.45
CORRECTION
ZIP 74801
08/29/2024
034A 0081801630

USPS Tracking/Article Number

Addressee (Name, Street, City, State, & ZIP Code™)

Postage

(Extra Service) Fee

Handling Charge

Actual V₂ if Register

1. First Liberty Bank	9601 N. May Ave. Oklahoma City, OK. 73120	.69	.55																
2. Paula Henderson	1413 N. Oklahoma Shawnee, OK. 74801	.69	.55																
3. Bill Johnson - Bureau of Indian Affairs	6410 W. Independence Shawnee, OK. 74804	.69	.55																
4. Stony E. Kuntz Roberson	28 Melissa Dr. Shawnee, OK. 74804	.69	.55																
5.																			
6.																			
7.																			
8.																			

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

AUG 29 2024

Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacypolicy.

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on **Thursday, September 19th, 2024** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 319 N Union – Choctaw Blk. 6 Lots 25 & 26 – Elias Corral & Johana Armenta-Garcia

9:30 AM 833 N Hobson -- Ap of Ap of res #1 North Park Blk 1 Lots 20 & 21 -- Midfirst Bank

10:00 AM 1320 N Market -- New Port Blk 5 Lots 3 & 4 -- JCM & Sons LLC

10:30 AM 133 S Draper – Brown's Blk 2 Lot 20 & 21 – Sherri Love Rhodes

11:00 AM 119 S Osage -- Brown's Blk. 1 S5' Lot 9 & All Lots 10 & 11 -- Roy Heatley

1:00 PM 320 N Chapman -- Fairgrounds Blk. 5 Lots 6 & 7 – William David Daniels

1:30 PM 1202 E 11th – Whittaker Blk. 14 lots 26 thru 29 – Bradley Alexander

2:00 PM 1214 Carol Dr – Thompson Acres Blk 1 Lot 6 – 1214 Carol Dr LLC

2:30 PM 1413 N Oklahoma – Midland Blk. 1 N17' Lot 33 & All Lot 34 tod to Jamie Mcniel 2022-7933-
Paula Y Henderson

3:00 PM 2230 N Chapman – Sun Set Park Blk. 6 Lot 1 & N1/2 Lot 2 – Bill Johnson

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

(Published One Time in The County Democrat,
August 30, 2024).

**NOTICE OF HEARING CONCERNING
DILAPIDATED BUILDING(S)**

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REMOVED AND LOT CLEARED OF ALL
DEBRIS.**

A public hearing will be held by and before a
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2024 (at the times listed below); where testimony
and any other evidence as to such building(s)
and the condition thereof will be received and
considered; a determination made; and order(s)
issued as to whether;

1. Such report is true;
2. The property is dilapidated and has
become detrimental to the health, safety or welfare
of the general public or the community, or creates a
fire hazard dangerous to other property or that the
property would be benefited by removal of such
condition; and

3. The dilapidated building(s) shall be torn
down and removed.

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OF HEARINGS**

9:00 AM 319 N Union -- Choctaw Blk. 6 Lots
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North Park Blk 1 Lots 20 & 21 -- Midfirst Bank
10:00 AM 1320 N Market -- New Port Blk 5
Lots 3 & 4 -- JCM & Sons LLC
10:30 AM 133 S Draper -- Brown's Blk 2 Lot 20
& 21 -- Sherri Love Rhodes
11:00 AM 119 S Osage -- Brown's Blk. 1 S5'
Lot 9 & All Lots 10 & 11 -- Roy Heatley
1:00 PM 320 N Chapman -- Fairgrounds Blk. 5
Lots 6 & 7 -- William David Daniels
1:30 PM 1202 E 11th -- Whitaker Blk. 14 lots 26
thru 29 -- Bradley Alexander
2:00 PM 1214 Carol Dr -- Thompson Acres Blk
1 Lot 6 -- 1214 Carol Dr LLC
2:30 PM 1413 N Oklahoma -- Midland Blk. 1
N17' Lot 33 & All Lot 34 tod to Jamie Mcniel 2022-
7933- Paula Y Henderson
3:00 PM 2230 N Chapman -- Sun Set Park Blk.
6 Lot 1 & N1/2 Lot 2 -- Bill Johnson

If the hearing officer determines that the Report
is true and/or that the properties are dilapidated and
has become detrimental to the health, safety or
welfare of the general public or the community, or
creates a fire hazard dangerous to other property or
that the property would be benefited by removal of
the building(s), the a reasonable time period will
be fixed during which you must dismantle and
remove the dilapidated building(s). If you do not
do so within the allotted time, the City will cause
the dilapidated building(s) to be dismantled and
removed, and the City Clerk of said City shall cause
to be filed a lien against said property for cost and
expenses of the work performed by the City and of
notice(s) given in connection therewith. In addition,
such costs with interest thereon shall be levied on
the property and collected by the County Treasurer
as are other taxes; and/or the City may pursue legal
action to foreclose the lien against the property and/
or to collect such cost from you personally.

**YOUR FAILURE TO ATTEND THE
HEARING WILL RESULT IN THE IMMEDIATE
REMOVAL OF THE DILAPIDATED
BUILDING(S), PURSUANT TO THE ABOVE-
STATED PROCEDURE, WITHOUT FURTHER
NOTICE TO YOU. IF YOU HAVE ANY
QUESTIONS PLEASE CALL 405-878-1602**

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
By: WARREN INGERSOLL
ACTION CENTER/CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

Renee' Wortham, of lawful age, being duly sworn and
authorized, says that she is publisher of The County
Democrat, weekly newspaper printed in Shawnee,
Pottawatomie County, Oklahoma a newspaper
qualified to publish legal notices, advertisements and
publications as provided in Section 106 of Title 25,
Oklahoma Statutes 1971 as amended, and complies
with all other requirements of the laws of Oklahoma
with reference to legal publications.

That said notice, a true copy of which is attached
hereto, was published in the regular edition of said
newspaper during the period and time of publication
and not in a supplement, on the following dates:

August 30, 2024

Publishing Fee \$ 96.00

/s/ Renee' Wortham

Subscribed and sworn to before me this 30th

day of August, 20 24.

/s/ Cathy J. Colvin Notary Public

My commission expires: 07/02/28



33 N. Hobson
20 N. Market
3 S. Draper
9 S. Osage

(PLEASE PRINT)

9 N. Union	Hearings by Phone	
33 N. Hobson	Alex Rivera	619-465-8700 421 West 13th Suite 300 OKC
320 N. Market	Failed to Appear	

HEARING DATE 09.19.24 ADDRESS 1320 W. Market

OWNER PRESENT Yes/No/Who No Show

TIME MEETING STARTS 10:19 am

NOTES

* No Show

ORDER

To Proceed with Demo

PERMIT OBTAINED BY 09.23.24 10 am

MEETING ADJOURNED

STRUCTURE REMOVED BY 09.23.24

10:21 am

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 1320 N Market
Lot 003, Block 005
NEW PORT ADDITION

OWNER: JCM & SONS LLC

HEARING DATE: September 19, 2024

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story residential 1,122 sqft structure with wood siding and wood roof which has been vacant since April, 2021, according to City utility record.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has had a complete failure and is a total loss and the property has trash all over the property and is overgrown.
- Notice mailed by Certificate of Mailing and posted upon property on or about AUGUST 29 ,2024
- There is no mortgage.
- Taxes are paid.

COMMENTS:

- This building was reported by a citizen and the fire department as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely impractical. My recommendation is that the owner must pull a demo permit within 48 hours of the hearing and the structure must be demo within (180) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of September 18, 2024.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a demo permit within (48) hrs of the hearing date. The abatement shall commence on or after October 2, 2024, if owner fails to apply for permit within 48hrs and if the owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after March 23, 2025.

BEFORE THE ADMINISTRATIVE HEARING OFFICE FOR THE
CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 19th day of September, 2024 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

X failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 1320 N. Market

1) The Respondent shall commence the:

(a) / / Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained **prior** to Sept. 23rd, 2024 and shall complete remodel/demo no later than 6 months from date of permit March 23rd 2025 10100

4) Structure ordered to be razed/removed on or about Oct. 2nd, 2024

Failed to Appear
Property owner or Representative

K. Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

**You have 10 days to appeal this
to the City Commission.**

Sept. 30th, 2024



Firm Mailing Book For Accountable Mail

Name and Address of Sender	Check type of mail or service ☐ Adult Signature Required ☐ Adult Signature Restricted Delivery ☐ Certified Mail ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery (COD) ☐ Insured Mail ☐ Priority Mail	☐ Priority Mail Express ☐ Registered Mail ☐ Return Receipt for Merchandise ☐ Signature Confirmation ☐ Signature Confirmation Restricted Delivery	Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.												
USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee	
1. Gregory B Jackson	P O Box 3937 Shawnee, OK. 74802	.69	.55	Handling Charge - if Registered and over \$50,000 in value											
2. John Watts	42900 Westech Rd. Shawnee, OK. 74804	.69	.55												
3. Elias Corral Johana Armenta-Garcia	4461 Menlo Ave #2 San Diego, CA. 92115	.69	.55												
4. JCM & Sons LLC	3390 N. Choctaw Rd. Choctaw, OK. 73020	.69	.55						Adult Signature Required	Adult Signature Restricted Delivery	Restricted Delivery	Return Receipt	Signature Confirmation	Signature Confirmation Restricted Delivery	Special Handling
5. Sherri Love Knides	133 S. Draper Shawnee, OK. 74801	.69	.55												
6. Roy Heatley	518 N. Patchin Shawnee, OK. 74804	.69	.55												
7. Roger & Phyllis Lamb	602 S. Park Shawnee, OK. 74801	.69	.55												
8. Bradley Alexander	131 N. Milt Phillips Seminole, OK. 74868	.69	.55												
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)													

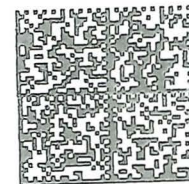


Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery (COD)
☐ Insured Mail
☐ Priority Mail
- ☐ Priority Mail Express
☐ Registered Mail
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

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09/19/2024
034A 0081801630

USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual if Regi.															
1. Bradley Alexander	418 E. Darrow Shawnee, OK. 74801	.69	.55																	
2. Bradley Alexander	P.O. Box 67 St. Louis, OK. 74866	.69	.55																	
3. Paula V. Henderson	1413 N. Oklahoma Shawnee, OK. 74801	.69	.55																	
4. Bill Johnson - Bureau of Indian Affairs	6640 West Independence Shawnee, OK. 74804	.69	.55																	
5.																				
6.																				
7.																				
8.																				
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)																		
12	12	[Signature]																		

09/19/2024 11:08



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of the adoption of the Engineering Design Manual.

Background: Over the past 2.5 years, the City of Shawnee has been diligently working on the creation of an Engineering Design Manual (EDM) to be implemented alongside the new Unified Development Code (UDC). The primary objective of the new EDM is to protect the health, safety, and welfare of the public by establishing standard engineering practices and minimum engineering criteria for the City of Shawnee, Oklahoma.

City staff, in collaboration with a consultant, have developed a comprehensive draft of the EDM. This manual aims to streamline development processes in Shawnee by providing clear and standardized engineering criteria. It will serve as a consolidated resource, simplifying the development criteria and ensuring consistency in engineering practices across the city.

Financial Impact: Not applicable

Attachments: EDM_final draft (2024.08.28)

Staff Recommendation: Approval of the item



Engineering Design Manual



ACKNOWLEDGEMENTS

CITY COMMISSION

Eric Stephens
Daniel Matthews
Greta Madson
Chris Odneal
Ashley Fichtner
Mark Sehorn
Lauren Richter

Mayor
Commissioner - Ward 1
Commissioner - Ward 2
Commissioner - Ward 3
Commissioner - Ward 4
Commissioner - Ward 5
Commissioner - Ward 6

CITY LEADERSHIP

Andrea Weckmueller-Behringer

City Manager

CITY STAFF

Seth Barkhimer, P.E., CFM
Brad Schmidt
Rian Harkins, AICP

Director of Engineering
Public Works Director
Community Development Director

RECORD OF REVISIONS

The following are the effective date(s) of the City of Shawnee Engineering Design Manual and all its amendments:

Edition Number	Description	Recorded by City Clerk	Effective Date
001	Original document		

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SECTION 1 INTRODUCTION

The Engineering Design Manual, together with the City of Shawnee's Standard Construction Details, regulate both public improvements and private work, which will be inspected and accepted by the City. All work within the public right-of-way is governed by this design guidance. These resources are intended to provide for coordinated development with adequate facilities to serve and protect the users. The minimum standards established in this manual apply to all new developments that are not constrained by existing improvements. Design engineers are encouraged to exceed these criteria whenever possible to provide designs that enhance the community in the future. Infill development in an urban area is often constrained when new improvements must align with existing infrastructure. To the extent deemed possible by the City Engineer, infill developments shall be completed in accordance with this Engineering Design Manual. However, the City Engineer may allow modification of these requirements when necessary to allow private and public construction that is compatible with surrounding in-place improvements. These design criteria and standard construction details shall also be used in conjunction with the City's Unified Development Code to guide site development work on private property.

SECTION 2 DEFINITIONS

Agricultural Stormwater Runoff shall mean any stormwater runoff from orchards, cultivated crops, pastures, range lands, and other non-point source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 CFR Section 122.23 or discharges from concentrated aquatic animal production facilities as defined in 40 CFR Section 122.24 and any addition or amendment thereto.

Best Management Practice (BMP) shall mean the best available practices or devices used singly or in combination to eliminate or reduce pollution impacting public infrastructure.

Bridge shall mean a construction with abutments and superstructures, which are typically concrete, steel, or other materials. Since the superstructures are generally not an integral structural part of the abutments, and are therefore free to move, the hydraulic criteria for bridges is different than for culverts. Bridges shall also include multi-barrel culvert structures with a span length of greater than 20 feet meeting national standards. Bridges are also usually constructed with earth or rock inverts, whereas culverts are typically the same material throughout the waterway opening.

Collector Sewer shall mean sewer pipelines with a nominal diameter of 12-inches or less and may have sewer service taps.

Commercial shall mean property devoted in whole or in part to commerce, that is, the exchange and buying and selling of commodities or services. The term shall include, by way of example but not of limitation, the following business: amusement establishments, animal clinics or hospitals, automobile service stations, new or used automobile dealerships, automobile car washes, automobile and vehicular repair shops, banking establishments, beauty and barber shops, bowling alleys, bus terminals and repair shops, camera shops, dental offices or clinics, day care centers, department stores, drug stores, funeral homes, furniture stores, gift shops, grocery stores, hardware stores, hotels, jewelry stores, laboratories, laundries and dry cleaning establishments, liquor stores, medical offices and clinics, motels, movie theaters, offices buildings, paint stores or shops, parking lots, produce markets, or professional offices, radio stations, repair establishments, retail stores, restaurants and similar establishments serving prepared food and beverages, rooming houses, shopping centers, stationary stores, television stations and production facilities, and theaters.

Confidential Information shall mean a document or information regarding or describing a process, product or information which has been determined by the City to be confidential or has been declared by a court of competent jurisdiction to be exempt from disclosure to third parties under the Oklahoma Open Records Act and any amendment or supplement thereto.

Construction Activity shall mean, but not be limited, to clearing, grading, excavation, paving, building, and other ground disturbance activities associated with the construction of public assets. Construction does not include routine maintenance performed by public agencies, or their agents to maintain original line grade, hydraulic capacity, or original purpose of facility.

Culvert shall mean a closed conduit for the passage of water under an embankment, such as a road, railroad, or driveway. Culverts are most commonly used to relieve roadside drainage ditches and to convey stormwater beneath roadways at natural stream and creek crossings.

Detention Pond shall mean the flood-control features that temporarily hold water before gradually releasing flow to a river or stream, often referred to as "Dry Ponds". Most of the year, these structures do not contain water and only collect water during and immediately following a precipitation event. The temporary storage provided by these structures reduce peak runoff rates experienced during a precipitation event.

Discharge shall mean to cause or allow to release, spill, drain, dump, throw, empty, emit, blow or pour any pollutants into public infrastructure.

Earth Change is defined as excavation, grading, regrading, landfilling, berming or diking of land. Erosion and Sediment Control Plan shall mean a written plan, including drawings or other graphic representations, for the control of soil erosion and sedimentation resulting from a land disturbing activity.

Flood Fringe shall mean the area between the floodway boundary and limit of the 100-year floodplain. The Flood Fringe encompasses the portion of the floodplain that could be completely obstructed without increasing the water surface elevation of a 100-year flood event more than 1-foot at any point.

Floodplain Area shall mean the area defined by the 1% chance of a regulatory flood event. Floodway shall mean the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Full Urbanization shall mean the total anticipated development within the project boundaries. Hazardous Substance shall mean any substance listed in Table 302.4 of 40 CFR Part 302 and any amendment or addition thereto.

Hazardous Waste shall mean any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

Illicit Discharge shall mean any discharge to public infrastructure not composed entirely of stormwater, except discharges authorized under an OPDES or NPDES permit (other than the OPDES permit for discharges from public infrastructure) and discharges resulting from firefighting activities.

Illicit Connection shall mean any drain or conveyance, either surface or subsurface which allows an illicit discharge to enter public infrastructure.

Industrial shall mean a business engaged in manufacturing or productive enterprise or a related service business. This term shall include, by way of example but not of limitation, the following: salvage yards, wrecker services, apparel and fabric finishers, blast furnace, boiler works, cold storage plants, contractors plants and storage facilities, foundries, furniture and household good manufacturing, forge plants, greenhouses, junk yards, manufacturing plants, metal fabricating shops, ore reduction facilities, planning mills, rock crushers, rolling mills, saw mills, smelting operations, stockyards, stone mills or quarries, textile production, utility transmission or storage facilities, warehousing, and wholesaling facilities.

Industrial Activity shall mean any activity which is directly related to manufacturing, processing, or raw materials storage areas at an industrial facility. The term includes, but is not limited to, industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the industrial

facility; sites where material handling activities are performed; refuse sites; sites used for the applications or disposal of process wastewaters; sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and immediate and finished products.

Industrial Facility or Industry shall mean a premise(s) whose function is classified in the latest edition of Standard Industrial Classification Manual, (United States Office of Management and Budget).

Industrial Stormwater Discharge Permit shall mean a permit regulating regular discharges from facilities who may control any conveyance which is used for collecting and conveying stormwater, and which is directly related to material storage, fueling, handling, and processing areas at an industrial plant.

Industrial Waste shall mean any airborne particulates, waterborne liquid or solid substance that results from any process of industrial, manufacturing, mining, production, trade, or business activities, including concrete washout.

Institutional shall mean an established organization, especially of a charitable or public character. This term shall include, by way of example but not of limitation, the following: churches, community buildings, colleges, day care facilities, dormitories, drug or alcohol rehabilitation facilities, fire halls, fraternal organizations, golf courses and driving ranges, government buildings, hospitals, libraries, kindergartens or preschools, nursing homes, mortuaries, schools, social agencies, synagogues, parks, and playgrounds.

Interceptor Sewers shall mean sewer pipelines with a nominal diameter greater than 12-inch and may not have sewer services taps.

Manufactured Systems shall mean commercial products that typically aim at providing stormwater treatment in space-limited applications.

Material Handling Activities shall mean the storage, loading and unloading, transportation or conveyance of any raw material, immediate product, finished product, by-product or waste product.

Monitoring shall mean the performance of stormwater flow measurements, stormwater sampling, sample analysis, and like procedures necessary to determine compliance with stormwater discharge activity.

Motor Vehicle Fluid shall mean any vehicle crankcase oil, antifreeze, transmission fluid, brake fluid, differential lubricant, gasoline, diesel fuel, gasoline/alcohol blend, and any other fluid used in, or from within, a motor vehicle.

Multi-family Residential shall mean an apartment building or other residential structure built for three or more family units, mobile home parks with three or more units or lots under common ownership, and condominiums of three or more units.

National Pollutant Discharge Elimination System (NPDES) Permit shall mean a permit issued by EPA (or by the State under authority delegated pursuant to 33 U.S.C. § 1342 (b)) that

authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-point Source shall mean any source of any discharge of a pollutant that is not a "point source."

"Notice of Intent" (NOI) shall mean a written notice by a discharger or potential discharger to the Director of Engineering, or his designee, that the person wishes his discharge to be authorized under a general permit authorized by State law or regulation.

"Notice of Termination" (NOT) shall mean a written notice by a discharger to the Director of the Department of Engineering, or his designee, that the project permitted has 70 percent re-vegetation of all bare areas and all soil disturbing activities are concluded, allowing the termination of the permit issued under this section, or the discharger is no longer the operator of the facility and another has assumed the responsibility and filed a NOI.

Person shall mean any individual, partnership, co-partnership, firm, Company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents or assigns.

Pipe Depth or Depth of Cover shall mean the difference between the finished grade elevation and the top of the pipe.

Point Source shall mean any discernible, confined and discrete conveyance including, but not limited, to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged.

Pollutant shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, wrecked or discharged equipment, rock, sand, cellar dirt, soil, sediment, building materials, industrial or agricultural waste.

Pollution shall mean the presence in or introduction into the environment of a substance or thing that has harmful or poisonous effects.

Pollution Prevention Plan shall mean a written site-specific plan to eliminate or reduce and control the pollution of stormwater through designed facilities, sedimentation ponds, natural or constructed wetlands, and Best Management Practices.

Premises shall mean any plot or tract of property, regardless of size or plat, owned or used by any person.

Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into public infrastructure, Waters of the State, or the Waters of the United States.

Retention Pond shall mean the flood-control features that maintain a volume of water year-round. Retention ponds are often referred to as "Wet Ponds". The amount of water within these ponds fluctuates based on the amount of precipitation and runoff that an area experiences.

SIC Code shall mean Standard Industrial Classification Code of Executive Office of the President of the United States, Office of Management and Budget.

Significant Spills shall mean the inclusion of but not limited to releases of oil or hazardous substances in excess of reportable quantities under section 311 of the Clean Water Act (see 40 CFR 110.10 and CFR 117.21) or section 102 of CERCLA (see 40 CFR 302.4) and any amendment or addition thereto.

Solid Waste shall mean any garbage, rubbish, refuse, municipal solid waste, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, agricultural operations, community and institutional activities, including metal shavings, plastic pellets, paint chips, carpet fibers, wood chips, sawdust, grass clippings and leaves.

Spills shall mean any release that, in the opinion of the Director of Engineering or their Designee, negatively impacts the quality of water within or discharges from the City's municipal separate storm sewer system or causes damaging or deleterious effects to the City's municipal separate storm sewer system including all structures or appurtenances, and/or the waters to the storm sewers.

State shall mean the State of Oklahoma.

Stormwater shall mean any flow occurring during or following any form of natural precipitation and resulting therefrom.

Stormwater Control Measures or SCM shall mean stormwater runoff treatment systems. SCMs are also commonly known as best management practices (BMPs). These are engineered facilities designed to reduce and/or treat stormwater runoff, which mitigate the effects of increased stormwater runoff peak rate, volume, and velocity due to urbanization.

Stormwater Discharge Associated with Industrial Activity shall mean stormwater from areas of industrial activity or areas where industrial activity has taken place in the past and significant materials remain and are exposed to stormwater.

Stormwater Management shall mean the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner to meet the objectives of this article and its terms, including, but not limited to measures that control the increased volume and rate of stormwater runoff and water quality impacts caused by man-made changes to the land.

Stormwater Management Program or SMP shall mean the set of drawings and other documents that comprise all of the information and specifications for the programs, drainage systems, structures, SCMs, concepts, and techniques for the control of stormwater and which is incorporated as part of the NPDES permit for the City, and as part of this article.

Streets shall mean earthwork, subgrade, base course(s), wearing surface, concrete curb and gutters, proper backfill, and proper drainage structures, including storm sewers, stormwater control measures (SCMs) and inlets that work as a system to support the design traffic loading over the prescribed design life.

Toxic Pollutant shall mean any pollutant or combination of pollutants listed as toxic in 40 CFR Part 401 promulgated by the Administrator of the Environmental Protection Agency under the provisions of 33 U.S.C. § 1317 and any amendment or addition thereto.

Uncontaminated shall mean not containing a harmful quantity of any substance.

User shall mean any source of direct or indirect discharge to the City of Shawnee Municipal Separate Storm Sewer.

Water of the State (or water) shall mean any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the State, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the State or inside the jurisdiction of the State.

Waters of the United States shall mean all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect interstate or foreign commerce; all impoundments of waters otherwise defined as Waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the Federal definition of "Waters of the United States" at 40 CFR § 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

Water Quality Volume (WQV) shall mean the minimum volume of stormwater runoff from the contributing drainage area to the control for treatment.

SECTION 3 GENERAL DESIGN REQUIREMENTS

3.1 Title

These standards are hereby adopted as the “Engineering Design Manual,” Sections 1 – 7 and Appendices, which shall be in full force and effect from and after the effective date of adoption of the Engineering Design Manual.

3.2 Purpose

The purpose of the Engineering Design Manual is to protect the health, safety, and welfare of the public by establishing standard engineering practices and minimum engineering criteria for the City of Shawnee (City), Oklahoma.

3.3 Interpretation

3.3.A The principles, standards, and requirements established herein shall be minimum requirements for the design of both public and municipal capital projects within the City. The Design Professional of Record (Design Professional) is expected to meet all City, State, and Federal ordinances and regulations set by the right-of-way or easement owner. Where other City, State, Federal, or other jurisdiction regulations are more restrictive than the Engineering Design Manual, such other ordinances or regulations shall govern.

3.3.B The City has adopted various ordinances, master plans, policies, and documents, which address requirements not explicitly included in the Engineering Design Manual, including, but not limited to, those listed below. The Design Professional is responsible for requesting, understanding, and complying with the City’s various ordinances, master plans, and Capital Improvements Program (CIP).

1. Comprehensive Plan
2. Technical Specifications, General Notes, Standard Details, and Approved Materials Lists, as applicable.
3. Addressing Standards (GIS)
4. Master Plans
 - a. Water Distribution System Master Plan
 - b. Wastewater Collection System Master Plan
5. Flood Damage Prevention Ordinance (Chapter 14 of the City of Shawnee Municipal Code of Ordinances)
6. Buildings and Building Regulations (Chapter 7 of the City of Shawnee Municipal Code of Ordinances)

7. Unified Development Code as Amended
8. International Fire Code as adopted by the City

3.4 Enforcement

The City's Engineering Design Manual is issued by the Engineering Department. The Engineering Department is hereby authorized to enforce the provisions of the Engineering Design Manual. The standards and any updates will be available on the City's website.

The Engineering Design Manual shall be in full force and effect immediately upon being filed with the City Clerk. Projects will be required to comply with all requirements. The Engineering Design Manual includes the various design criteria which are considered minimum requirements for the design of adequate public facilities within the City. The Design Professional shall bear the sole responsibility for meeting the Engineering Standard of Care for all aspects of the design and providing a design that is required by the site-specific conditions and intended use of the facilities, while at a minimum meeting the City's design and construction requirements.

3.5 Amendment

3.5.A The City may amend the Engineering Design Manual at any time without advanced notice. In order to ensure that the Design Professional has the City's latest design standards, he/she is directed to the City's website to acquire the City's most current Engineering Design Manual. The Engineering Design Manual will include a Record of Revisions to identify any revisions.

3.5.B A formal request to modify current design criteria or add new design criteria may be submitted in writing to the Director of Engineering for consideration.

3.6 Variance Requests

3.6.A A formal request to vary from the Engineering Design Manual may be submitted in writing to the Director of Engineering for consideration. An Engineer who wishes to request a variance regarding the design of public facilities may do so as long as the request, if granted:

1. Is not detrimental to the public welfare;
2. Does not adversely impact the public facility in question;
3. Is supported by a signed and sealed engineering analysis performed by a Professional Engineer licensed in the State of Oklahoma; and,
4. Is not based solely on financial interests.

3.6.B All deviations from the requirements included in the Engineering Design Manual must be approved by the Director of Engineering prior to implementation. A

grant of an alternative material, design, or method of construction shall not affect nor relieve the Design Professional of the obligation and responsibility of such material, design, or method of construction for the intended purposes.

- 3.6.C In the event that specific circumstances dictate requirements not already included in the Engineering Design Manual, it shall be the responsibility of the Design Professional to provide the additional information in writing for review as deemed necessary by the Director of Engineering.

3.7 Applicability

The Design Professional shall be responsible for the applicability of the information contained in the Engineering Design Manual to the design of his/her project. The Design Professional shall also be responsible for the applicability and accuracy of the information furnished in his/her design. Acceptance by the City of the study or plans for construction shall not be construed to relieve the Design Professional of any responsibility.

3.8 Accessibility Standards and Requirements

All plans and specifications for construction shall be in accordance with the Americans with Disabilities Act (ADA), and Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) regulations. In the event that the accessibility standards conflict with each other, the more restrictive standards shall govern.

3.9 Submittal Requirements for Construction Plans

- 3.9.A All new construction, reconstruction, modifications, alterations, and improvements shall be designed in accordance with the City's Engineering Design Manual.
- 3.9.B Specific submittal requirements for construction plans can be found within the Civil Engineering Plan Review Development Checklist. It is the responsibility of the Design Professional to ensure that all construction plans submitted for review adhere to the current version of the Civil Engineering Plan Review Development Checklist. The City reserves the right to specify additional requirements as necessary to facilitate the review.
- 3.9.C Any projects requiring permits from agencies other than the City (including, but not limited to, ODOT, ODEQ, or Railroad Commissions) shall submit the required permit documents to the City for initial review. Authorization to submit permit requests to the agencies is contingent upon the City's approval of the initial review. The City may elect to lead coordination and/or submittal of permit requests to the agencies.
- 3.9.D A listing of required fees for applicable permits for City review of construction plans and inspections is available on the City's website.

- 3.9.E If, as the result of a development submittal or action, the City is required to make a payment to another public or private agency, such payment shall be assigned to the Applicant. Payment may be made directly by the Applicant to the other agency or may be made by the Applicant to the City and then passed through the City.

3.10 Easements

3.10.A General – Easements and ROW required for construction of a proposed project and dedicated to the public or to the City must be approved and accepted prior to the approval of final design drawings. All on-site easements required for the purposes of development must be dedicated by plat unless otherwise approved by the Director of Engineering.

3.10.B Requirements for Easements and ROW dedicated to the City:

1. Easements and ROW shall be either a part of the dedication on the plat of a subdivision or dedicated by separate instrument.
2. Easements and ROW not dedicated on a plat shall be dedicated to the City on standard forms provided by the City for that purpose or on forms approved by the City Attorney. Approved document forms and instructions can be found on the City's website.
3. Owner shall also furnish the City with a metes and bounds description and map, signed and sealed by an Oklahoma Registered Professional Land Surveyor, showing the Easement or ROW, location and current ownership information.
4. All Easement and Deed documents must be approved by the City prior to procuring any signatures. Owner shall be responsible for procuring signatures and delivering the fully executed original document to the City for filing. Owner shall ensure that all documents have been properly signed and any required notarizations have occurred.
5. Owner shall be responsible for all filing fees required for the recordation of executed documents at the Pottawatomie County Deed Records office. Owner shall provide the City with a check made out to the Pottawatomie County Clerk for the amount of the calculated filing fees.
6. After recordation, a copy of the filed document will be forwarded to the Owner.

3.10.C The process for acquiring an easement by separate instrument is as follows:

1. Submit a metes and bounds description, a drawing of the easement sealed, signed and dated by a licensed surveyor, and ownership information to the Engineering Department.
2. Prepare the easement documents based on the City's template documents.

3. After fee is paid to City, the easement documents will be sent to the individual or entity requesting the easement to obtain all necessary signatures (other than City's).
 4. The individual or entity requesting the easement shall pay any document preparation and filing fees required by the City.
 5. The individual or entity shall return all signed documents to the City for filing with the County.
 6. City will send a copy of the filed easement to the person requesting the easement and the easement grantor, if needed.
- 3.10.D Abandonment of ROW and Easements – ROW abandonment requires City Commission approval.
- 3.10.E License Agreements – The City may allow permitting of certain improvements within easements with the execution of a License Agreement, which is in addition to a building permit. The agreement states that the City is not responsible for the maintenance or reconstruction of any improvements located in the easement or ROW and that the Owner must remove the improvement at the request of the City. Forms and instructions are available from the Engineering Department.
- 3.10.F License Agreements are processed by the Engineering Department. The following items shall require a License Agreement:
1. Driveways/flatwork;
 2. Brick or stone fences;
 3. Retaining walls (less than 15 inches in height that support a structure or greater than 15 inches);
 4. Private storm systems/area drains;
 5. Swimming pools decks;
 6. Wood decks, gazebos, and patios (covered/uncovered);
 7. Sidewalk areas leased for development use; and,
 8. Buildings and other permanent improvements.
- 3.10.G No improvements shall be allowed within a public easement except for those specified by a filed plat or separate instrument easement. The Director of Engineering may approve simple paving, utility crossings, landscaping, and other improvements that do not unreasonably impede access to the easement via the approval of a Development Permit. The Director of Engineering may

approve other more significant encroachments with the execution of a License Agreement.

3.10.H Slopes in public easements shall not exceed 4:1 running slope and 6:1 cross slope for maintenance access, except as stated otherwise by this manual. Easements located within natural areas shall not be required to comply with this paragraph except that access routes shall be provided periodically in accordance with Section 4.8 "Open Channels". The Director of Engineering may determine the need for additional access routes and/or lesser slopes at locations of critical infrastructure.

3.11 Subsurface Utility Engineering

3.11.A Subsurface Utility Engineering (SUE) shall be required for all projects. All existing utilities shall be located and marked prior to initiation of survey for design.

3.11.B SUE Provider Requirements – SUE shall be conducted by well-trained, experienced, and capable individuals using state-of-the-art designating equipment, vacuum excavation, or comparable nondestructive locating equipment as well as surveying, data recording equipment, and software systems, as necessary.

3.11.C Quality Level Attributes – Utility Quality Level (QL) attributes are described in the current edition of Standard Guidelines for Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02 by American Society of Civil Engineers (ASCE). Accordingly, QL C and QL D shall be conducted for all projects. QL A and QL B shall be conducted in areas with congested utilities, areas where utility information is sparse, where a specific utility of high importance is being crossed (i.e., gas line), or as required by the Director of Engineering. QL A and B shall be conducted for all projects if borings will be taken or if an open cut is needed to install utilities. The requirements for the four SUE QLs are as follows:

1. Quality Level D – Information derived from existing records or oral recollections.
2. Quality Level C – Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.
3. Quality Level B – Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This work shall be performed to obtain horizontal location of subsurface utilities.
4. Quality Level A – Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a

specific point. This work shall be performed to obtain precise horizontal and vertical locations of subsurface utilities.

3.11.D Additional SUE field work shall be required as conditions change from initial SUE field exploration.

3.12 Survey Requirements

3.12.A The principals, standards, and requirements provided herein shall be minimum standards for projects involving survey and shall comply with 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.-

1. All surveys shall be tied horizontally to the Oklahoma State Plane Coordinate System, NAD83/2011, Oklahoma South Zone and vertically to NAVD88.
2. All distances, coordinates, and elevations shall be shown in U.S. Survey Feet.

3.12.B Property Corners - Property corner monuments shall be placed at every property corner and set in accordance with the Oklahoma Minimum Standards for Practice of Land Surveying and shall be placed at all:

1. Lot and block corners (wherever a lot line bearing changes);
2. Intersection points of alley and block lines;
3. Curve and tangent points along block, lot, and ROW lines within the subdivision; and,
4. ROW dedications.

3.12.C Control Points - A minimum of two control points shall be established for horizontal and vertical purposes in the project vicinity and the three-dimensional coordinates shall be noted on the survey. Benchmarks - A minimum of one benchmark shall be established in the project vicinity. The location and elevation shall be noted on the survey. Capital Improvements Project Monuments – Found existing ROW monuments, survey markers, or property corners, and proposed monuments shall be shown on the construction drawings and located by station and offset, right or left from the control line, base line or center line, or by northing and easting.

3.12.D If new construction will damage, destroy, or alter existing survey markers, monuments, or property corners, they must be re-set prior to final acceptance.

3.12.E Electronic Submittal Requirements – The City requires the submittal of CAD files for all plats within the City of Shawnee. The Design Professional must

provide Grid Coordinates (State Plane). The electronic files shall include the following:

1. Control points and benchmarks:
2. Property corners:
3. Parcel boundaries; and,
4. ROW and easement dedications.

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SECTION 4 STREET DESIGN REQUIREMENTS

4.1 General

This section presents the basic criteria to be used in the design of streets in the City of Shawnee. The design controls described in this section should be used in the design of all roadways and shall be in conformity with the City's Comprehensive Plan. At a minimum, all street designs shall meet the guidelines in AASHTO's current edition of A Policy on Geometric Design of Highways and Streets.

4.1.A A Maintenance Bond or Irrevocable Letter of Credit shall be posted in an amount based on a percent of the determined amount of construction costs for a period, following completion and acceptance of all improvements, defined as follows:

1. Privately financed projects: 100% for one-year plus 10% for the succeeding four-year period.
2. Publicly financed projects: 100% for one-year plus 10% for the succeeding four-year period.
3. Should repairs on the either privately or publicly financed projects be necessary during the maintenance bond period, the repairs made shall also be bonded for an additional one-year period from the date of completion and acceptance of the repair work by the City.

4.1.B When invasive subsurface investigatory methods, such as "pot holing" operations, are performed to locate existing utilities under an existing street, the following will be required:

1. Boring and Paving permit
2. The maximum size of a drilled "pothole" shall be 6 inches in diameter.
3. The operations will be performed in locations out of wheel paths.
4. A traffic control plan shall be submitted and approved by the City Engineer or their designee, prior to beginning work. Traffic control plans shall comply with City of Shawnee Standards and the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).
5. Holes will be backfilled with 6 inches of sand immediately above the utility and 3500 psi concrete to the street surface. These repairs must be completed within 24 hours.

4.1.C Variances and exceptions to the criteria defined herein will be at the discretion of the City Engineer or their designee. Variance or exception requests shall be made to the City Engineer for consideration and determination prior to completion of related design work or execution of work in the field.

4.2 Street Layout

4.2.A Integration of Existing Streets

1. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established on the Comprehensive Plan and shall provide for the integration of future streets.

4.3 Functional Classification

The components of the City's street system are divided into six major functional classifications with corresponding right-of-way widths as shown in the Street Design Criteria.

4.3.A Freeway

A freeway is a full access control, high speed roadway with grade separated interchanges. Freeways are of regional significance and the interchanges may have a significant impact on land use due to their desirability as locations for commerce and industry. Freeways are generally controlled by the State of Oklahoma with variable width right-of-way dimensions.

4.3.B Principal Arterial

A major arterial is a street type that provides for longer, direct trips on relatively straight paths that often connect to freeways. This street type is generally controlled by the State of Oklahoma, or the City.

4.3.C Minor Arterial

A minor arterial is a street type typically found between major arterials that provides continuous paths to intermediate destinations and alternate routes for longer trips. This street type is generally controlled by the City.

4.3.D Non-industrial Collector

A non-industrial collector is a street type typically found between minor arterials that provide frequent interconnections between neighborhoods. Non-industrial collectors allow local trips that mostly avoid the arterial network. This street type is generally controlled by the City.

4.3.E Industrial Collector

An industrial collector is a collector street that primarily accommodates large vehicular traffic. This street type is generally controlled by the City.

4.3.F Local Street

A local street is a street type interconnected within neighborhoods that adjoin other neighborhoods. These streets discourage through-traffic and are generally controlled by the City.

4.4 Street Design Criteria

4.4.A Generally

Table 4.1: Design Standards for Shawnee City Streets

Element	Freeway	Principal Arterial	Minor Arterial	Non-Industrial/Industrial Collector	Local
<i>Outlying Area Design Speed (mph)</i>	50-75	30-70	40-70	30-60	25-50
<i>Urbanized Area Design Speed (mph)</i>	50-70	30-60	30-50	30-50	25-30
<i>Minimum Centerline Radius (feet)</i>	500	400	300	100	100
<i>Outlying Area Maximum Grade</i>	5%	6%	6%	8%	15%
<i>Urbanized Area Maximum Grade</i>	5%	9%	9%	11%	15%
<i>General Minimum Grade</i>	-	0.50%	0.50%	0.50%	0.50%
<i>Stopping Sight Distance (feet)</i>	600/475	350	200	200	200
<i>Number of Traffic Lanes</i>	4 (min.)	4 (min.)	4	2	2
<i>Total Minimum Street Width (feet)</i>	-	50 (min.)	50 (min.)	32	26
<i>Right-of-Way Width (feet)</i>	Variable	120 (min.)	100 (min.)	60 (min.)	50 (min.)
<i>Access Control</i>	Full	Planned	Planned	-	-
<i>Structural Design Load</i>	HS-20	HS-20	HS-20	HS-20	HS-20
<i>Vertical Clearance (feet)</i>	16.5	15.5	15.5	15.5	15.5
<i>Surface Type</i>	High	High	High	High	High
<i>Sidewalk (min. width / location)**</i>	5 ft / both sides	5 ft / both sides	5 ft / both sides	5 ft / both sides	4 ft / both sides
Key	R = Required NR = Not Required ft = Feet ** = Sidewalks located at the back of curb shall have an additional 1' of width.				

4.4.B Intersections

1. Intersection Design

- a. All streets shall intersect one another at right angles (90°). Intersections that cannot be at right angles require review and approval by the City Engineer or their designee.

- b. Grades at collector/arterial intersections and 50 foot back of radius points shall not exceed 3% unless greater slopes are deemed necessary and approved by the City Engineer or their designee.
- c. No more than two (2) streets shall intersect at any one point unless specifically approved by the City Engineer or their designee.
- d. Street offset intersections with centerlines less than one hundred fifty (150) feet apart shall be avoided. The Planning Commission shall require that streets be connected in such a manner that facilitates a smooth flow of traffic and minimize traffic hazards.

2. Intersection Curb Radius

- a. Minimum curb radius for street intersections shall be (30) feet.
- b. Alley intersections and abrupt changes in alignment within a block shall have the corners rounded to permit safe vehicular movement in accordance with standard engineering practice.

3. Sight Distance and Visibility

- a. The intersection sight distance provisions contained in 'A Policy on Geometric Design of Highways and Streets' published by the American Association of State Highway and Transportation Officials (the AASHTO Green Book) are adopted as the presumptive standard applicable to all intersections within the City. However, the City Engineer or their designee may, where consistent with public safety, specify greater or lesser intersection sight distances. No landscaping, fence, utility equipment, wall, or other structure shall be constructed or maintained in the area identified as the sight triangle, nor shall any parking be allowed within the area of the sight triangle unless a sight distance study designates the desired item not to conflict with required visibility. Sight distance variance shall only be granted at the City Engineer or his designee's discretion.
- b. To maintain the minimum sight distance, restrictions on height of embankment, locations of buildings, and screening fences may be necessary. Landscaping in the sight distance triangle shall be low-growing and shall not be higher than 3 feet, or lower as needed to satisfy the calculated required sight distance, above the level of the intersecting street pavements. Tree overhang shall be trimmed to a line at least 8 foot above the level of the intersections.

4.4.C Access Management

1. Mutual Access Easement

- a. Properties along arterials and frontage roads are required to provide a minimum 24-foot mutual access easement across the property to adjacent properties with appropriate intersection flares. Mutual access easement may be required for other roadway sections and developments based on area and

site circulation patterns. Larger tracts of land along the Oklahoma Department of Transportation (ODOT) frontage shall be divided in a manner to provide access to all tracts by means of a dedicated ROW or mutual access easement in order to not landlock any property that would meet ODOT or City driveway spacing requirements, whichever is more stringent.

2. Minimum Access Points

- a. Direct access to arterial roadways must be avoided wherever possible. For instance, if the development is adjacent to a minor roadway or interior development road, primary access should be to the minor roadway. Direct arterial access shall only be allowed after review and approval by the City Engineer or their designee.
- b. Whenever possible, cross access with an adjoining property must be sought. If the City Engineer or their designee is satisfied that sufficient attempts to secure cross access have been made and that cross access is not possible, and access cannot be provided via another street, driveway access to the arterial may be granted if the minimum corner clearance is met. However, this access will be limited to right turns in and out.
- c. Adequate sight distances will be required at every driveway connecting to an arterial, consistent with Intersection Sight Distance as defined in Section 4.4.B3: Sight Distance and Visibility. Any movement for which adequate sight distance is not available will not be permitted.
- d. Each lot will be permitted to have one access driveway, either on the parcel or through cross access. Where side streets abut the parcel, the access will be provided from the side street. Additional driveways may be needed and provided under the following conditions:
 - 1) If the daily traffic volume using the driveway exceeds 2,000 vehicles per day.
 - 2) If traffic using one driveway exceeds the capacity of a single-stop controlled intersection during one peak street traffic hour or the peak site traffic hour.
 - 3) If an approved traffic analysis shows that traffic conditions warrant additional driveways.
 - 4) In all cases, minimum spacing and clearances shall be provided.
 - 5) Driveways must satisfy the following minimum spacing requirements:

Posted Speed	Small Generator	Medium Generator	Large Generator
	0 to 100 peak hour trips	101 to 200 peak hour trips	201 or more peak hour trips
<= 40 mph	220 feet	330 feet	550 feet
>40 mph	330 feet	440 feet	660 feet

- 6) The corner clearance for driveways adjacent to public road intersections, as measured from the edge of pavement of the intersecting roadway to the centerline of the driveway, shall meet the following criteria:

Speeds < 40 mph		Speeds ≥ 40 mph	
Signal Control	Stop Control	Signal Control	Stop Control
175 feet	100 feet	350 feet	200 feet

Table 4.2: Subdivision Access

Number of Lots within a Subdivision/ Area	Minimum Number of Access Points	Access to?
≤ 20	1	An existing public or private street that complies with the adopted design standards for collector or local streets or an equivalent as approved by the City Engineer
21 to 100	2	Directly to an arterial street, or indirectly through an existing subdivision
101 to 200	2	Directly to an arterial or collector street, or indirectly through an existing subdivision
> 200	3	Directly to an arterial street, or indirectly through an existing subdivision

4.4.D Driveways

1. All driveways shall be constructed of Portland cement concrete (3500 psi min.) and be a minimum of 6 inches thick. All commercial driveways shall be concrete and may be thicker than 6 inches if required by the City Engineer or as indicated by the site-generated traffic and vehicle classification using said drive.
2. Driveway Widths
 - a. All driveways and approaches within residential zoning districts shall maintain on the entire length of the driveway, a minimum width of ten (10) feet, a minimum curb radius of five (5) feet.
 - b. All non-residential driveway approaches shall maintain a minimum curbradius of fifteen (15) feet.
3. Driveway Grades
 - a. The maximum difference between the downward cross slope of the street (usually 2.0% or less) and the upward slope of the driveway approach shall not exceed 12.0% as noted below. Special conditions outside of the below criteria must have approval from the City Engineer.

Driveway Grades				
Element	Driveway Type	Functional Classification		
		Arterial	Collector	Local
Recommended Grades	Residential	Desirable: 0-10% Maximum: 10%		
	Commercial/Industrial	Desirable: 0-5% Maximum: 8%		
Change in Grade without Vertical Curve	All	8% or Less	9% or Less	12% or Less

4. Throat Length

- To determine the necessary throat length for all development driveways (minimum total storage) the sum of all driveway throat length shall equal the number of vehicles expected to accumulate in the driveways during an average peak period.
- Traffic volumes should be assigned to the applicable driveways and the highest lane volume should be accommodated.
- In the absence of adequate traffic volume and trip generation data, the minimum throat length from Manual.
- Table 4.3** shall be used. Manual.
- Table 4.3** was derived from the Second Edition of the Transportation Research Board's Access Management Manual.

Table 4.3: Minimum Throat Length

Driveway Throat Length at Signalized Access Drives	
Number of Egress Lanes	Minimum Throat Length (ft)
2	75
3	200
4	300

4.4.E Alleys

- Alleys platted in residential or nonresidential developments shall be private and will not be maintained by the City.
- Alleys may be provided in nonresidential districts. The Planning Commission may waive this requirement where other definite and assured provision is made for service access, such as adequate off-street loading, unloading and parking facilities consistent with and adequate for the uses proposed.

3. Alley right-of-way serving nonresidential development shall not be less than thirty (30) feet in width, and if provided, shall be paved in accordance with City standards and specifications.
4. Placing utilities under paved alleys shall be avoided in nonresidential developments that contain utility lines.
5. Alleys are not required in residential developments, but when provided, shall be paved in accordance with City standards and specifications.
6. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be designed and constructed in such a manner to permit safe and convenient vehicular movement.
7. When alley intersections are unavoidable, as in "T", "L" or "H" alley configurations, a sight triangle at each intersection corner shall be provided. Corner lines shall be cut with a chord to provide a sight triangle with legs of ten (10) feet from the point of intersection along both alley right-of-way lines. The sight triangle shall be included in the alley easement.
8. Dead-end alleys shall be avoided, but where unavoidable, shall be provided with adequate turnaround facilities at the dead-end, as determined by the most recently adopted International Fire Code.

4.5 Traffic Control

4.5.A These devices allow design flexibility and offer applicants the choice of treatment that works best for streets in a development subject to the City's review and approval. Refer to the *NACTO Urban Street Design Guide* for more specific design guidance. Defined street traffic calming devices include:

1. Chicane

Curb extensions that alternate from one side of the street to the other, forming S-shaped curves.

2. Speed Table

Flat-topped speed humps often constructed with brick or other textured materials on the flat section.

3. Speed Cushion

Speed humps or speed tables that include wheel cutouts to allow larger vehicles and emergency response units to pass unaffected.

4. Pedestrian Crosswalks

A ten-foot wide painted strip on street pavement that connects one sidewalk to another sidewalk, which provides circulation, or access to schools, playgrounds, shopping centers, transportation, or other community facilities.

5. Pinchpoint

Curb extensions on both sides of the street that reduce pavement width.

6. Traffic Circle

Raised islands, placed in intersections, around which traffic circulates.

7. Street Plantings

Trees and shrubs placed along the street to narrow a motorist's visual field.

8. On-street parking

Street parking spaces that reduces street width, slows traffic, and provides a buffer between traveling motorists and pedestrians.

9. Bollards

A vertical device that provides a physical barrier between different uses.

10. Raised Intersection Platform

Flat raised areas covering entire intersections, with ramps on all approaches and often with brick or other textured material on the flat section.

11. Temporary Traffic Calming Device

An unspecified device used in special circumstances upon approval by the City Engineer as a temporary solution. It could be in any form or shape as the devices listed above and must conform to the norms and specifications listed in the specification book. Temporary traffic calming devices are easy to install, remove, and use a rubber type material that can withstand the natural elements and the constant strain caused by motor vehicles. This device is strictly for temporary use and is the responsibility of the applicant to maintain it until a decision is made to install a permanent traffic calming device.

4.6 Pedestrian Facilities

4.6.A Pedestrian Design Guidelines include the current edition of the following:

1. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, Current Edition
2. Americans with Disabilities Act (ADA) Standards;
3. Public Right-of-Way Accessibility Guidelines (PROWAG); and,

4. Manual on Uniform Traffic Control Devices (MUTCD).

4.6.B Sidewalks

1. A plan for a system of sidewalks shall be prepared that will provide every lot within a residential or commercial subdivision, or portion thereof, with a reasonably close sidewalk connection with all of the community facilities and commercial enterprises located within or adjacent to the subdivision, and in a manner that will provide convenient pedestrian circulation throughout the neighborhood or area in which the subdivision is located. Sidewalks shall be constructed to connect with existing or future proposed sidewalks in areas adjacent to the subdivision where such sidewalks are needed for pedestrian circulation. Sidewalks shall be constructed in the subdivision in accordance with UDC requirements and as approved by the Planning Commission and in accordance with the specifications governing sidewalk construction. Any street classified as a collector street or arterial street shall be provided with pedestrian sidewalks on each side of right-of-way (1) foot from the right-of-way line by the developer. The Planning Commission and City Commission will have the option to review each plat on its own merit as to whether sidewalks will be required.
2. All sidewalks, pedestrian signalization, or other pedestrian related infrastructure shall be designed to comply with the most current version of the ADA Standards for Accessible Design and by reference, the Public Rights of Way Accessibility Guidelines (PROWAG), for best practice. All sidewalk layouts and designs must be reviewed and approved by the City Engineer or their designee.
3. Sidewalk widths shall be 4 feet minimum for local streets and 5 feet for arterial and collector streets. When sidewalk is at the back of curb an additional 1 foot of width shall be added for all roadway classifications. Sidewalks parallel to arterial roads that are designated bike paths shall be 8-10 feet wide. Sidewalks shall be required on both sides of local, collector, and arterial streets.
4. All sidewalks shall be constructed of Portland cement concrete (3500 psi min.).
5. Sidewalks shall include pedestrian bridges when crossing creeks, flumes, and streams, where applicable.
6. The finished thickness of sidewalks shall not be less than 4 inches. Sidewalks across driveways shall not be less than 6 inches. Immediately after finishing operations, curing shall be accomplished by either wetted earth, cotton mats, wet burlap bags, membrane curing compounds, or other methods accepted by the City Engineer.
7. Plans for sidewalks or trails, within right-of-way, with a decorative or "special" finish shall be submitted to the City Engineer for approval.
8. In general for residential streets, sidewalks shall be constructed within the dedicated right-of-way at a distance no less than 1 foot from the abutting property

lines. At intersections sidewalks shall be constructed no less than 3 feet from the outside curb line of the street pavement. With approval from the City Engineer sidewalks may be constructed where it crosses the driveway approach adjacent to the street to allow more space for parking between the garage and the sidewalk.

9. Sidewalks shall be designed such that they meet future street sections.
10. Sidewalks must provide access for the safe and convenient movement throughout the corridor, maintaining a consistent "accessible path".
11. Construction of wheelchair ramps shall be in accordance with the City's Standard Specifications and Construction Drawings and compliant with the most current version of the ADA Standards for Accessible Design and by reference, the Public Rights of Way Accessibility Guidelines (PROWAG) for best practice.
12. To accommodate wheelchair passing space, sidewalks less than 5 feet wide shall have at least 5 foot by 5 foot passing spaces located at intervals not to exceed 200 feet. Driveway crossing may be utilized as the 5-foot by 5-foot passing spaces as appropriate, provided that the cross-slope of the driveway on each side of the sidewalk does not exceed 2%.
13. Transverse crack control joints shall be placed at intervals not to exceed 5 feet, unless otherwise approved by the City Engineer for specialty designs. Joints shall be tooled or sawed to a depth of 1 inch. Expansion joints shall be placed at curbs, driveways, or abutting structures. Where sidewalks intersect drainage flumes, the sidewalks shall be designed to span the flume.
14. Detectable warnings shall be required on the end of curb ramps at roadways and major drives or as required by current ADA standards. The detectable warnings shall consist of raised truncated domes with a nominal diameter 0.9-1.4 inches, a nominal height of 0.2 inches and a nominal center-to-center spacing of 1.6-2.4 inches, shall be the full width of the ramp walking surface, 24 inches in length from the end of ramp and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light. The specifications listed here-in shall meet current ADA standards if said standards are revised in the future.
15. The material used to provide contrast should contrast by at least 70%. The City Engineer shall approve the detectable warning material and method of installation or request a pre-approved style of detectable surface to maintain consistency.
16. Meandering or undulating sidewalk shall remain in conformance with current ADA standards and should be designed as follows:
 - a. Meandering Sidewalk: Sidewalks shall be constructed to be generally parallel to the curb of the roadway or the adjacent property line.

- b. If a meandering sidewalk is constructed, it shall be constructed such that a continual travel path parallel to the curb or the property line is maintained unless deviation is required to avoid an existing obstacle.

4.6.C Crosswalks

1. Crosswalks shall pass through intersection prior to median nose.
2. Raised crosswalks will be considered by the City on a case-by-case basis.
3. Enhanced pedestrian devices at crosswalks shall be provided for roundabouts within 1,500 feet of an elementary school or a middle school, a park, a senior center, or where the City deems necessary to provide for the enhanced safety of pedestrians at a crosswalk. A list of associated devices can be found in the FHWA's Guide for Improving Safety at Uncontrolled Crossing Locations, July 2018 or as amended.

4.6.D Barrier Free Ramps

1. Accessible ramps for sidewalk crossings at intersections of all streets and thoroughfares and at all driveways shall conform to the Pedestrian Design Guidelines and shall be constructed in a manner to be easily and safely negotiated by the physically disabled. Accessible ramp details shall be subject to approval by the Director of Engineering.

4.6.E Pedestrian Handrails

1. Pedestrian handrail of a height not less than 42 inches shall be required when any of the following conditions are located within 2 feet of an existing or planned public sidewalk, or as directed by the Director of Engineering:
 - a. Slopes between 1V:3H and 1V:2H, with a drop of 6 ft or greater;
 - b. Slopes of between 1V:3H and 1V:2H, adjacent to a parallel body of water or other substantial obstacle;
 - c. Slopes of between 1V:2H and 1V:1H, with a drop of 4 ft or greater
 - d. Slopes of 1V:1H or steeper, with a drop of 1 ft or greater.
2. Pedestrian handrails are a long-term maintenance liability and may be considered a roadside hazard and/or a general aesthetic nuisance. To minimize these impacts, the conditions that invoke the requirement for a pedestrian handrail shall first be reviewed for alteration to remove the hazard. If no alteration is feasible, then a pedestrian handrail shall be constructed.
3. Exemptions to this requirement may be considered by the Director of Engineering when:
 - a. The depth of a body of water is less than 1 foot;

- b. The sidewalk provides recreational access to a body of water;
- c. The handrail would irreversibly spoil the natural landscape; or,
- d. Alternative means of protection are approved.

4.7 Median Openings

4.7.A General

1. Median openings play a critical role in the operation and safety of divided roadways. They also provide important points of access to adjoining property. Each median opening should be evaluated based on roadway flow and capacity.
2. Median openings on divided thoroughfares shall be provided at dedicated street intersections and at private drives only where they conform to the City's spacing requirements. All median openings shall be accompanied by a left-turn lane for the driveway or street. The design of median openings and left-turn lanes shall accommodate potential future left-turn lanes that might serve undeveloped land.
3. Median openings and left-turn lanes (including median pavers and traffic control devices) constructed to serve private drives and new roadways shall be paved to City standards, inspected by City inspectors, and paid for by property owners served by the median opening. Median noses shall be constructed monolithic with the street per the City of Shawnee Standard Details. Where the median width is 6 feet or less in width the full median shall be paved with stamped concrete.
4. All median openings on State highways are subject to review and approval by ODOT and shall be designed in accordance with the ODOT Roadway Design Manual at a minimum.

4.7.B Median Spacing Requirements

1. Minimum median opening spacing requirements is 525 feet (nose to nose) Unless otherwise approved by the City Engineer or their designee.
2. Median openings shall be a minimum of 20 feet wider than the width of the driveway which they are serving with a minimum median opening width of 60 feet.
3. Median openings shall accommodate all turning paths and crosswalks and may be greater than 60 feet where necessary to accommodate turning paths and crosswalks subject to approval by the City Engineer or their designee.
4. All median openings shall be centered on the driveway.
5. Median openings occurring at the boundary of municipalities shall seek joint concurrence for median opening spacing requirements.

4.7.C Cross-Slope/Grade Breaks

1. The maximum longitudinal grade break (algebraic difference) for unsignalized non-city street median openings is 4%. During design of divided thoroughfares, spot elevations shall be provided along the median at 100-foot intervals in order to ensure that the addition of future travel lanes, left turn lanes, and median openings can be constructed without exceeding the 4% maximum grade break.

4.7.D Directional Median Openings

1. In locations where full median openings are not permitted, the use of a one-way left turn lane may be appropriate. This would permit vehicles to turn left from the major thoroughfare into the driveway but would not permit vehicles exiting the driveway to pass through the opening.
2. Such an opening would only be permitted where the opening plus required storage and transition can be provided without affecting any other opening or intersection.
3. A minimum spacing of 10 feet shall be required between adjacent and opposite one-way left turn lanes.

4.8 Street and Roadway Lighting

4.8.A General

1. Raised street medians provide lighting for vehicular movement. This lighting shall:
 - a. Use light fixtures that directs 100% of light downwards;
 - b. Use one light pole attached with either one or two lamps;
 - c. Limit light pole heights to a 20-foot maximum; and
 - d. Space light poles between 150 feet to 350 feet.
2. All new subdivisions (excluding replats of tracts where the standards below have been previously met) shall include street lighting.
3. The applicant shall present a plan to install street lighting in conformance with the standards below to the City Engineer for approval prior to final plat submittal in conformance to the following standards below.
 - a. Arterial streets = 27,000 Lumens approximately every 300 feet of street length.
 - b. All other streets = 16,000 Lumens approximately every 300 feet of street length.
4. Standards
 - a. Street lights shall follow the spacing requirements established in Table V.3 of the Unified Development Code (UDC) in an alternating pattern.
 - b. All street lights shall have a minimum 20 foot mounting height.
 - c. All street lights shall use light fixtures that directs 100% of light downwards.

- d. All street light poles shall be at least 3 feet from the street curb.
- e. Street lights shall be installed at all street intersections, at the end of cul-de-sacs, and at intermittent spacing necessary as established in Table V.5 of the UDC, to produce a minimum of 0.6 maintained foot candles for arterial and collector streets and 0.4 maintained foot candles for local streets with a uniformity ratio not exceeding 3 to 1.

4.9 Traffic Studies

4.9.A Introduction

1. The City of Shawnee seeks to ensure that new development does not create a traffic burden on existing surrounding development, or place dangerous strain on roadway capacity. Traffic Studies are required to ensure approved development does not impose these burdens and provides the City with information to guide infrastructure investment and accommodate future development.

4.9.B Traffic Study Characteristics

1. Requirement Authority
 - a. A Traffic Study is required for all developments. The type of study will be determined at the Pre-Study Scope Determination Meeting. The applicant/developer must submit Form A—Initial Traffic Study Screening Evaluation prior to scheduling a Pre-Study Scope Determination Meeting with the city. At this meeting, the City of Shawnee review staff will determine the type of study to be prepared. The City of Shawnee review staff will also consult with the developer and/or the consultant preparing the study to discuss any potential issues and concerns with the project and develop an agreement about the scope of work for the study.
2. Elements to Address
 - a. Trip Generation - Trip generation will be provided by the applicant/developer utilizing the current edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual or the ITE TripGen Web-Based App located at <https://www.itetripgen.org/>. The type of Traffic Study required will be based on the trip generation thresholds and other reasons below.

Table 4.4: Trip Generation Threshold for Traffic Studies

Traffic Study Type	Threshold
Traffic Impact Memo	Up to 100 peak hour trips
Traffic Impact Analysis (TIA)	Over 100 new peak hour trips

Other reasons that a Traffic Impact Analysis may be required include, but are not limited to:

- An application is submitted to rezone a parcel(s) or change the use of a parcel(s) to allow a more intensive trip generating use.
- The project is located at or near a signalized intersection with traffic movement(s) operating worse than Level of Service D.
- The project will provide a through connection that links collector roadways and/or roadways of higher classification.
- The street segment serving the project does not meet current City of Shawnee minimum street standards and/or does not conform to acceptable geometric configurations as defined by the City of Shawnee and/or the Oklahoma Department of Transportation.
- The project is located near a location identified by the City of Shawnee as a high crash/accident location.
- The City of Shawnee review staff has specific concerns regarding site access and/or safety issues.

The discretion to require a traffic study relates specifically to the traffic in and out of the proposed development, the traffic load on the arterial, and current and planned configuration of the arterial.

An applicant shall not avoid the intent of this requirement by submitting piecemeal applications or approval requests for subdivision plats, preliminary or site development plans, or building permits.

b. The applicant shall bring to the Pre-Study Scope Determination Meeting:

- 1) A complete description of the development. This shall include a site map that details land uses, building footprints, the number of units/unit size, access points, internal roadways (if any), streets, proposed sidewalks and bicycle facilities, and the location and number of proposed parking spaces (if applicable). The best available documentation will be sufficient to use during the Pre-Study Scope Determination Meeting. Finalized documents should be submitted, when available, for inclusion in the project file.
- 2) If the development is to be phased, the size, location, and timing of each phase.

c. The applicant shall also be prepared to respond to the following questions:

- 1) What is the relationship of the development to surrounding land uses i.e. interconnectivity with surrounding neighborhoods, pedestrian and bicycle facilities, accessibility to schools and public facilities, etc.?
- 2) Does the design provide facilities for bicycles and pedestrians who need to gain access to, pass by, or pass through the development?

- 3) Is there any other information or material that will facilitate the preparation and accuracy of the traffic study?
- d. Typical information that the City should be expected to provide includes, but may not be limited to, the following:
 - 1) Traffic signal timing
 - 2) Approval of anticipated growth rates
3. The applicant's traffic study preparer will include a complete and accurate analysis of the issues identified at the Pre-Study Scope Determination Meeting. Meeting notes will be prepared by the applicant/developer and distributed to all participants and any others identified specifically at the meeting. Once all comments from participants have been addressed, final minutes will be distributed to all.

4.9.C Traffic Study Preparer Qualifications

The individual completing and/or supervising the preparation of a Traffic Study shall be a registered Professional Engineer (P.E.) in good standing with the State of Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. Any elements of the Traffic Study that involve roadway or traffic signal design work shall be prepared or supervised by a registered P.E. with specific training in traffic or transportation engineering. Specific Professional Traffic Operations Engineer (PTOE) certification is desired but not required. Each Traffic Study and/or report submitted to the City of Shawnee for final review will be sealed by the engineer overseeing the completion of the study(s) and/or document(s).

4.9.D Traffic Impact Memo

1. When the trip generation thresholds or other reasons for a Traffic Impact Analysis are not met, a Traffic Impact Memo will be required. This memo should identify the trip generation potential on an average weekday, during the AM peak hour, and during the PM peak hour. In addition, the memo should address the appropriateness of all connections to the public street system. Other items may be added to the requirements of the memo on a case-by-case basis as determined by the City Engineer or their designee. Once the need for a Traffic Impact Memo has been determined, the applicant shall provide additional information, identified in Table 4.5, to the City of Shawnee review staff.

4.9.E Traffic Impact Analysis

1. A Traffic Impact Analysis (TIA) evaluates the impacts at site access points and appropriate nearby intersections. Table 4.5 illustrates that the TIA will provide a more robust and in-depth analysis of the impacts of site-generated traffic on the transportation network than the analysis provided in a Traffic Impact Memo.
2. The TIA parameters will include an analysis of the project's access points, an analysis of all roadways serving the project, an analysis of all intersections up to

the first collector roadway or the first roadway of higher functional classification, and the intersections of these roadways with arterial roadways. Intersections and roadways away from the proposed site could be in more than one direction. This includes those intersections that the City of Shawnee review staff feels are necessary to provide for an adequate review of the proposed project's impact. The City of Shawnee review staff, in consultation with the applicant/developer, will determine the TIA study boundaries and the scope of work for the study during the Pre-Study Scope Determination Meeting.

3. Application Process

- a. The completed Traffic Study is to be submitted for review by City of Shawnee review staff with the application to the Planning Commission. This will allow adequate time for City of Shawnee review staff to complete a thorough review of the submitted study and to work through any differences that might exist between the City of Shawnee review staff and the applicant.

4.9.F Traffic Study Requirements

Table 4.5: Traffic Study Requirements

Task	Traffic Impact Memo	Traffic Impact Analysis
Pre-Study Scope Determination	√	√
Impact Analysis:		
Study area and road summary	√	√
Site plan that includes: adjacent land uses, driveways, and roadways (existing and dedicated)	√	√
Project description to include planned land uses, internal circulation for all modes, site access, etc.	√	√
Details of other projects (both approved and permitted) in study area		√
Existing conditions analysis (LOS) at site access locations		√
Existing conditions at nearby intersections		√
Background traffic growth		√
Existing conditions + Background traffic (future without project)		√
Trip generation for specific uses	√	√
Trip distribution analysis		√

Task	Traffic Impact Memo	Traffic Impact Analysis
Future + project conditions analysis at site access locations		√
Future + project conditions analysis for nearby intersections		√
Mitigation identification and evaluation		×
Comparison of trip generation associated with uses allowed, requested vs. current permitted uses		×
Sight distance evaluation	×	√
Opposing driveway locations	√	√
Site Issues:		
Evaluate number, location, and spacing of access points	√	√
Access design, queue lengths, etc.		√
Site circulation		√
Other Analyses:		
Accident/Crash History		×
Signal coordination analysis		×
Signal warrant analysis		×
Turn lane warrant analysis	×	√
Consistency with City roadway standards		√
Segment/Link Analysis		×
Key: √ = required; × = may be appropriate on a case-by-case basis		

Note: LOS = Level of Service as determined by techniques outlined in the *Highway Capacity Manual*.

Adapted from *Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities*. Tri-County Regional Planning Commission, 1994.

4.9.G Traffic Analysis Software

1. The software used will be based on the Transportation Research Board's Highway Capacity Manual (HCM) and utilize the HCM's formulae in order to conduct capacity analysis for all transportation system scenarios. The software used must be able to analyze intersection operations including signal timing and phasing

analysis, pedestrian calls, queue lengths, and analysis of street segments. The use of multiple software packages is permissible.

2. Software packages such as, Vissim, Passer, Transyt 7-F, HCS, Vistro and Synchro, among others, that perform simulation of traffic dynamics including simulations of transit and heavy vehicle operations, as well as provide graphic descriptions of intersection and link operations are not required but may be utilized. However, data from one of these software packages must be reported in HCM format and meet the basic criteria for exporting data as specified in this document.
3. Specialized software for transit operations analysis, turning templates, geometric analysis, intersection control evaluations, and noise mitigation analysis may be used separately from the traffic operations analysis software discussed in 4.9.G.1 and 4.9.G.2. The use of these types of software packages for analysis of elements included within a Traffic Study submitted to the City of Shawnee must receive prior approval from the City of Shawnee review staff.

4.9.H Forms:

FORM A—INITIAL TRAFFIC STUDY SCREENING EVALUATION

City of Shawnee Traffic Study Screening

Submit this form to the City of Shawnee review staff in advance of requesting a Pre-Study Scope Determination Meeting. Its purpose is to help determine the need for a Traffic Study, and if so, the type of study to be conducted. The City of Shawnee review staff will notify the applicant if a Pre-Study Scope Determination needs to be scheduled.

Date Submitted:		Codes or Planning Case No.:	
City of Shawnee Review Staff Contact Information:		Phone:	
		E-Mail:	
Project Name and Location (specific):			
Nearest Major Cross Streets and Functional Classification:			
Applicant or Project Developer:		Phone:	
Traffic Study Preparer:		Phone:	
Has a study been prepared for this location within the past 5-years?	☐ Yes	Date:	<u>Title/Case No.:</u>
	☐ No		

Include the Following Materials with this Form (Unless this is a Rezoning)

Two sets of site plans showing all existing and proposed structures, parking and loading areas,
Driveways, sidewalks and bicycle paths/lanes, and on/off site circulation.

Screening Thresholds	Traffic Impact Memo (Up to 100/pkhr)	Traffic Impact Analysis (Over 100/pkhr)	
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Please Complete Prior to meeting

Trip Generation Calculation

	Zoning District (List Each District) Use Additional Sheet if Necessary	Land Use (List Each Use) Use Additional Sheet if Necessary	Project Size (Square Feet or Dwelling Units)	Peak Hour Trips		Daily Trips
				AM	PM	
Existing						
Total						
Proposed						
Total						
Net Increase/Decrease (+ or -) Above/Below Existing Trips						

City of Shawnee Review Staff Comments:

Recommended Traffic Study Type (circle one)	None (Issue Form B)	Traffic Impact Memo	Traffic Impact Analysis
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Evaluated By: _____ Phone: _____

Signature: _____ **Date:** _____

FORM B—REQUEST FOR REVIEW/COMMENTS OF TRAFFIC STUDY

City of Shawnee Traffic Study Review

A traffic study has been prepared. The City of Shawnee review staff is requested to provide a review of the attached study for the proposed project. The agreed upon study scope is also attached for verification.

Date Submitted:		Codes or Planning Case No.:			
City of Shawnee Review Staff Contact Information:				Phone:	
				E-Mail:	
Project Name and Location (specific): _____ Nearest Major Cross Streets: _____ Project Developer or Property Owner: _____ Phone: _____ Traffic Study Preparer: _____ Phone: _____ Address: _____ E-Mail: _____					
Description of Project:					
The following materials are included with this Request for Review ☐ Pre-Study Scope Determination Notes (Project Scope) ☐ Completed Development Review Application (if not yet completed, provide an approximate date when applications are anticipated to be submitted) ☐ Traffic Study (studies should be sealed by a P.E.) ☐ Site plan ☐ Background information (i.e. existing conditions, adjacent land uses, recent development Activity, planned/programmed improvements, etc.)					
Request Sent by: _____ Signature: _____ Received by: _____ Signature: _____			Phone: _____ Date: _____ Phone: _____ Date: _____		
☐ Recommended for Approval: ☐ Recommended for Approval with Conditions: ☐ Additional Information/Revision Needed: ☐ Recommended Denial:			Comments:		

City of Shawnee Reviewer (Signature)

FORM C—FINDING OF NO SIGNIFICANT IMPACT

City of Shawnee Traffic Study Screening

Date Issued:		Codes or Planning Case No.:	
City of Shawnee Review Staff Contact Information:			Phone:
			E-Mail:
Project Name and Location (specific): _____ Nearest Major Cross Streets: _____ Applicant or Property Developer: _____ Phone: _____ Traffic Study Preparer: _____ Phone: _____			
Description of Project:			
The City of Shawnee review staff has reviewed the Initial Traffic Study Evaluation of this project and has found that the traffic impacts will likely not significantly impact the transportation system. A traffic study will not be required.			
City of Shawnee Review Staff Comments:			

Evaluated by: _____
City of Shawnee Reviewer (Print)

Phone: _____

Signature: _____

Date:

Title:

- ☐ **Original**
- ☐ **Interdepartmental Copy**
- ☐ **Departmental Copy**
- ☐ **Applicant Copy**
- ☐ **File Copy**

This form will be returned to you by the City of Shawnee review staff if no traffic study is required. Additional comments, if necessary, will be provided at the earliest possible date, but not later than fifteen (15) business days after receipt of this request.

4.10 Gated Access Points**4.10.A Gate Specifications**

1. The type of controlled access or security gate for a controlled access subdivision must comply with the following requirements for gate installation:
 - a. Single Opening
 - 1) Minimum twenty (20) foot clearance width from curb face to curb face for one way traffic.
 - 2) Minimum twenty-four (24) foot clearance width from curb face to curb face for two (2)-way traffic.
 - 3) Minimum sixty (60) foot gate setback from curb line to gate face.
 - 4) Drives shall be arranged to provide the ability for a vehicle to turn around without backing into the street.
 - b. Dual Openings
 - 1) Minimum fourteen (14) foot clearance width from curb face to curb face on both sides of a median.
 - 2) Minimum forty-five (45) foot obstruction setback from curb line to first obstruction.
 - 3) Minimum sixty (60) foot gate setback from curb line to gate face.
 - 4) Drives shall be arranged to provide the ability for a vehicle to turn around without backing into the street.
 - c. All gates shall have "Knox" hardware or other hardware approved by the Fire Marshal's Office.
 - d. All gates will remain in the open position (unassisted) until gate device is reset.
 - e. Automatic gates shall have a battery backup.

4.10.B Private Street Easements

1. A private street easement shall be at least fifty (50) feet in width for curb and gutter streets and sixty (60) feet in width for streets without curb and gutter.

SECTION 5 PAVEMENT AND SUBGRADE DESIGN REQUIREMENTS**5.1 General**

- 5.1.A Pavement design life shall be 30 years.
- 5.1.B The City's minimum pavement and subgrade thicknesses and dimensions are shown in the City's Standard Details. In no case shall the pavement and subgrade be less than the minimums.
- 5.1.C All roadways and alleys shall have a geotechnical investigation and pavement and subgrade design performed. Results of the geotechnical investigations, engineering analyses, and recommendations shall be presented in a Geotechnical Report for Roadways ("Report"). The Report and any subsequent re-evaluations and/or supplemental reports shall be signed and sealed by a Licensed Professional Engineer in the State of Oklahoma trained and qualified to provide geotechnical engineering analysis and pavement and subgrade design recommendations.
- 5.1.D The geotechnical investigation shall include a subsurface exploration with adequate sample location coverage that is developed by the geotechnical engineer of record for the project. The field investigation shall include test borings, test pits, geophysical soundings, field testing, or other industry-accepted methods to evaluate the subsurface conditions, as appropriate to meet the needs of the project. Test borings shall extend at least 5 feet below the proposed top of pavement.
- 5.1.E City review of the Report will be conducted as a means to verify if the pavement and subgrade design has been performed in general conformance to the City's requirements and shall not be considered a detailed technical review of the pavement and subgrade design for adequacy, accuracy, or completeness. The Geotechnical Engineer performing the pavement and subgrade design shall remain responsible for the technical adequacy, accuracy, and completeness of the pavement and subgrade design and shall not be relieved of any responsibility as a result of the City's review.
- 5.1.F The information and recommendations contained in the Report and any subsequent re-evaluation and/or supplement reports shall be accepted by the City Engineer or their designee in writing prior to the start of construction.
- 5.1.G Fire lane paving shall meet the minimum thickness requirements for a Commercial Alley shown in the Standard Details.
- 5.1.H The design engineer shall prepare a site-specific jointing plan for any roundabout. This includes, but is not necessarily limited to, expansion and contraction/sawed joints.

5.2 Pavement Design

5.2.A Geotechnical Investigation Report

1. The geotechnical investigation shall include a subsurface exploration with adequate sample location coverage that is developed by the geotechnical engineer-of-record for the project. The field investigation shall include test borings, test pits, geophysical soundings, field testing, or other industry accepted methods to evaluate the subsurface conditions, as appropriate to meet the needs of the project. Test borings shall extend at least 5 feet below the proposed top of pavement.
2. Laboratory testing shall be included to characterize the soil properties and classification for each major strata and any substrata that could influence pavement performance. This shall include testing to characterize moisture, density, plasticity, and grain size. Strength and modulus determination testing shall also be performed.
3. The results of the geotechnical investigation shall be summarized in a geotechnical report. A copy of the geotechnical report shall be provided to the City Engineer.
4. The report(s) shall provide the recommended pavement thickness and supporting thickness calculation documentation, including the process used to determine the Equivalent Single Axle Load (ESAL) for each load case.

5.2.B Pavement Design

1. Pavement design shall follow the American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures, latest edition. Computations shall be performed on an up-to-date version of the computer software program Pavement Analysis Software, developed by the American Concrete Pavement Association. A professional engineer registered in the State of Oklahoma shall prepare and sign the pavement design report.

5.2.C Design Parameters to be Addressed

1. Traffic Volumes
2. Truck Traffic Volumes
3. Design Period
4. Reliability Factor
5. Drainage Coefficient
6. Geotechnical Data
7. Material Coefficients

5.2.D Construction Materials Quality Control Inspection and Testing

1. All street construction projects shall include quality control inspection and testing of materials used for the construction of the subgrade, curb and gutter, and pavement. Private developers are responsible for conducting required testing and inspections. The City will provide a list of approved testing labs.
2. The construction materials quality control inspection and testing requirements/frequency shall be in accordance with the latest edition of the ODOT Site Manager Sampling Frequency Report. In cases where the requirements are in dispute, the City Engineer shall make the final determination of the requirements.
3. Construction materials testing will be performed by an AASHTO accredited testing laboratory. Test results will be stamped and sealed by a Professional Engineer and provided to the City prior to project acceptance. The construction materials quality control program for streets shall include:
 - a. Moisture-density relationship (Proctor curve).
 - b. Atterberg limits.
 - c. Particle size gradation/percent passing No. 200 sieve.
 - d. In place nuclear density determination with moisture.
 - e. Concrete strength testing of samples.
 - f. Slump and entrained air determination.
 - g. Inspection and verification of reinforcing steel.
 - h. Inspection/documentation of concrete placement.
 - i. Inspection/documentation of subgrade stabilization and density.
 - j. Verification testing of asphalt materials and placement.
4. All moisture-density relationship tests shall be based on a five (5) point curve and include at least one index test to document the plasticity (if appropriate) and the percent passing the No. 200 sieve size (for subgrade materials without significant material above the No. 4 sieve) or a particle size gradation curve (for gravelly subgrade soil or granular paving layers).

SECTION 6 STORMWATER DESIGN REQUIREMENTS

6.1 General

Prior to authorization of any building permit by the Building Official, the City Engineer shall review and approve all such plans and calculations as she/he may require of a developer under the terms of this manual, and the City Engineer shall have final authority of engineering interpretations of all required storm events and flood elevations necessary to determine compliance with this section.

6.1.A Purpose

1. The purpose of these criteria and processes are to provide standards for responsible engineering design of site development/improvement projects such that the site being developed, as well as adjacent and downstream properties and infrastructure, are protected from new or aggravated stormwater runoff impacts resulting from site development/improvement projects.

6.1.B Drainage Design Computations

1. Computations and results of analyses to support all drainage designs shall be submitted to the City Engineer for review as part of the Final Drainage Plan. Computer programs and spreadsheets used to perform computations shall be limited to those referenced in this manual. All computations submitted shall be certified by an engineer experienced in municipal stormwater drainage design and licensed in the State of Oklahoma in accordance with the requirements set forth by the Oklahoma State Board of Licensure for Professional Engineers for Land Surveyors. Stormwater runoff computations used for design shall be based on fully developed watershed conditions as calculated based on Section 6.3.B. There may be instances in which existing or interim conditions represent the most critical condition, and these should also be reasonably considered in the design. The goal of every design should be the protection of life and property for all reasonably foreseeable conditions (this requires the exercise of prudent engineering judgment based on experience and training).

6.1.C Maintenance of Drainage Facilities

Drainage facilities that have been dedicated to and accepted by the City are maintained by the City. Private drainage facilities are typically maintained by the property owner on which the facility is located. Some private drainage facilities are owned and/or maintained by a Homeowner's Association. In such cases, this shall be noted on the plat. Most natural creeks and floodplain areas are not owned and maintained by the City. Rather, they are owned and maintained by the property owner(s) on which the creek or floodplain area is located. The existence of a drainage or floodplain easement does not change ownership or maintenance responsibility.

6.1.D Drainage Plan Requirements

As part of the platting process, storm drainage plans shall be prepared. These plans shall coordinate the functions of drainage facilities for both off-site and on-site drainage flows constructed as a part of a site development project. The goal of these facilities is to provide the level of stormwater service to public and private property reflected in **Table 6.1**.

Table 6.1: Flood Protection Requirements

Facility	Storm Frequency	Level of Service	Freeboard Reference Point
Enclosed Pipe (non-sump areas)	10-year	1 foot freeboard	HGL compared to Gutter Elevation
Enclosed Pipe (sump areas)	50-year	HGL at gutter flowline	NA
Arterials and Collectors	100-year	• Outside lanes inundated to 0.4' • Inside lanes open • All flow contained within ROW	NA
Neighborhood Streets	100-year	• Inundation < 0.5' • All flow contained within ROW	NA
Roadside Ditches	10-year	Top of ditch	NA
Channels and Creek Improvements	100-year	1 foot freeboard	Top of Channel or Creek and/or Based on Direction from the Floodplain Administrator
Culverts	100-year	1 foot freeboard	Top of Curb on street above culvert or edge of pavement where there is no curb
Bridges	100-year	1 foot freeboard	Low Chord of Bridge

Facility	Storm Frequency	Level of Service	Freeboard Reference Point
Detention/retention	100-year	1 foot freeboard	Top of berm
Residential Structures	100-year	1 foot freeboard	Water Surface Elevation to lowest finished floor elevation
Non-residential and accessory structures	100-year	1 foot freeboard or equivalent floodproofing	Water Surface Elevation to lowest finished floor elevation

1. Storm drainage plans shall include:
 - a. Present site conditions:
 - 1) Existing site topography extending a minimum of 50 feet past property limits with contour lines (1' maximum interval) shall be provided. In some cases, 0.5' intervals may be necessary.
 - b. Existing features:
 - 1) Easements and rights-of-way (ROW).
 - 2) All utilities.
 - 3) Drainage ways with 1% chance floodplain and floodway limits.
 - 4) Buildings, fences, retaining walls, and other physical features.
 - 5) Spot elevations at perimeter lot lines.
 - 6) Storm drainage structures and off-site drainage.
 - 7) All existing above ground features.
 - c. Proposed site conditions:
 - 1) Drainage flow arrows.
 - 2) Proposed topography at a maximum of one (1) foot contour intervals.
 - d. Proposed improvements:
 - 1) Sidewalks, bike paths, and other public improvements.
 - 2) Storm drainage structures and off-site drainage.
 - 3) Creek alteration and channel plan.
 - 4) Detention and Retention facility plans.
 - 5) Top of curb elevation at each 100-foot station.

- 6) Retaining walls that are 3 feet high or higher.
 - 7) Pad and proposed finished floor elevations.
 - 8) All Americans with Disabilities Act (ADA) site features.
 - 9) Any other significant improvements/site features that are not otherwise listed above.
- e. City of Shawnee standard construction details shall be used. When the City does not have a detail for an element of the drainage system being designed, Oklahoma Department of Transportation (ODOT) details, or another detail proposed by the design engineer, may be used if approved by the City Engineer.
 - f. All drainage areas (existing/interim/proposed) shall be clearly marked on the drainage area plan sheet, showing acreage, runoff and off-site pickup points.
 - g. A Sediment and Erosion Control Plan for both pre- and post- construction meeting the requirements of **Section 6.10** shall be prepared and submitted for review and approval by the City Engineer.

6.1.E Drainage Easements

All proposed stormwater facilities that are outside of City ROW or existing easements, shall be provided with a drainage easement. The following are the minimum requirements for the easements:

1. When a subdivision is traversed by a watercourse, drainageway, channel, or stream, there shall be provided a drainage easement or ROW conforming substantially to the lines of such watercourse. Wherever possible, it is desirable that the drainage be maintained by an open channel.
2. In cases where stormwater runoff is conveyed via an underground pipe system not located in the street ROW, drainage easements shall be dedicated and depicted on both the Preliminary and Final plat documents.
3. Drainage easements shall extend from the road to a natural watercourse or to other drainage facilities which the applicant's engineer has demonstrated have the capacity to receive the runoff without creating or aggravating flooding or erosion.
4. When a proposed drainage system carries water across private land outside the subdivision, appropriate drainage rights must be secured by the owner of the property being subdivided and indicated on the plat.
5. Storm drains:
 - a. Drainage easements shall have a minimum width of fifteen (15) feet. Additional easement width shall be provided based on depth and diameter of utilities. The minimum easement width for stormwater mains deeper than ten (10) feet to the bottom of pipe, shall be equal to two point five (2.5) times the depth of the

line plus the width of the line, rounded up to the nearest five (5) feet. For example, for a forty-eight (48) inch stormwater main thirteen (13) feet deep, the stormwater easement would be $(2.5 \times 13 \text{ feet}) + 4 \text{ feet} = 36.5 \text{ feet}$, rounded up to the nearest 5 feet = 40 feet. Larger easement widths may be required by the City Engineer.

- b. Single stormwater mains shall be located in the center of the easements. For two (2) or more parallel utility mains less than ten (10) feet deep in an easement, maintain the centerline of the utility a minimum of seven point five (7.5) feet from the edge of the easement. For mains greater than ten (10) feet deep, the easement width shall be two point five (2.5) times the depth.

6. Channels/creeks/streams

Easement width shall accommodate the spread of the flow from the 100-year event plus one (1) foot of freeboard and an additional ten (10) feet for maintenance access.

6.1.F General Lot Grading and Drainage Requirements

In addition to new construction, substantial improvements to existing structures within the 100-year flood plain will be subject to all regulations and requirements of these regulations.

1. New construction or substantial improvements of residential or non-residential structures (including prefabricated homes) and accessory building shall have the lowest floor (including basements) elevated to one (1) foot above the level of the one hundred (100) year frequency flood. Non-residential structures and accessory buildings may meet this requirement by flood proofing the structures, including utility and sanitary facilities, up to one (1) foot above the level of the 100-year frequency flood.
2. Lot-to-lot flow: Grading and drainage from a site development project shall not negatively impact surrounding properties. In single family residential, duplex, or mobile home development, site grading shall be carried out in such a manner that surface water from each dwelling lot will flow directly to a storm sewer, improved channel, sodded swale, or paved street without crossing more than four (4) adjacent lots. Once runoff is conveyed to a public right-of-way or drainage or floodplain easement, it may not be directed back onto private property outside of a drainage or floodplain easement.
3. Lots shall be graded to drain surface water away from the foundation walls. The grade shall fall a minimum of six (6) inches within the first ten (10) feet. Where lot lines, walls, slopes, or other physical barriers prohibit six (6) inches of fall within the first ten (10) feet, drains or swales shall be constructed to ensure drainage flows away from the structure. Impervious surfaces within ten (10) feet of the building foundation shall be sloped a minimum of two (2) percent away from the building. All earthen drainage swales draining areas less than one cumulative acre

shall have a two (2) percent minimum slope. Side yards and backyards that shall have a one (1) percent minimum slope. All paved drainage swales shall have a one half (0.5) percent minimum slope.

4. Street flow capacity: Surface water collected in streets shall be delivered to storm drains at satisfactory intervals to achieve the levels of flood protection stipulated in **Table 6.1**. The drainage area allowed for surface flow in streets at point of diversion shall not exceed twenty (20) acres, regardless of flow.
5. Fill, grading measures, and building floodproofing measures shall be approved by the City Engineer. The minimum standard shall apply as set forth in the requirements of the FEMA National Flood Insurance Program in effect at the time of the development or by the standards set forth in this manual for properties not in a FEMA Special Flood Hazard Area (SFHA).
6. The City of Shawnee reserves the right to require off-site improvements to preclude any backup of tail water inundating any areas outside of the dedicated drainage easements or impacting structures as a result of the 100-year flood.

6.2 Floodplain Development Criteria

6.2.A General

The following provisions apply only to lands designated as "Flood Prone Areas". Special review and control measures shall be required to assure protection from flooding as set forth in this section. A "Flood Prone Area" for the purpose of this section shall include: any land designated with a SFHA category on a FEMA Flood Insurance Rate Map (FIRM); areas outside the FEMA SFHA where hydrologic & hydraulic modeling has been conducted and demonstrates private property or hazardous road flooding and areas outside of the SFHA that have historically experienced chronic flooding.

1. All development within the floodplain requires review and approval by the City Engineer.
2. Portions of the 100-year floodplain, based on fully developed watershed conditions, may be reclaimed provided that the work fully complies with all provisions of Chapter 14 of the City of Shawnee Code of Ordinances and;
 - a. Flows are not concentrated on an adjacent property owner, unless the impacted property owners agree in writing to receive the concentrated flows;
 - b. Acceptable velocities are maintained (see **Section 6.7.A2**);
 - c. Channel stability in the reach being reclaimed is not adversely impacted and,
 - d. In any stream with a contributing watershed of two hundred (200) acres or more at the point of development, an equivalent volume of valley storage must be provided in the same reach as the proposed development.

3. Velocities throughout the channel must be analyzed for both the fully developed 5-year and fully developed 100-year events to ensure that any new fill and grading is protected per the requirements of **Section 6.7.A2**.

6.2.B Building Permitting

1. No permit shall be issued for new development or for the start of new construction or for expansion or additional construction to existing structures for any residential or non-residential structure or accessory building, including prefabricated or mobile homes unless the application for permit is submitted accompanied by the following information for review:
 - a. Plans drawn to scale showing the nature, location, dimensions, and elevation of the lot, existing or proposed structures, fill, storage of materials, floodproofing measures, and the relationship of the above to any channel traversing or adjacent to the property being developed.
 - b. A typical valley cross-section showing any channel or conveyance path, elevation of land areas adjoining each side of the channel or conveyance path, cross-sectional areas to be occupied by the proposed development and high-water information.
 - c. Plans (surface view) showing elevations and contours of the ground; pertinent structures, fill or storage elevations, size, location, and spatial arrangement of all proposed and existing structures on the site; location and elevations of streets, water supply, sanitary facilities; photographs showing existing land uses and vegetation upstream and downstream, soil types, and other pertinent information.
 - d. A profile showing the slope of the bottom of the channel or conveyance path. This profile shall cover a minimum of 300 feet upstream and downstream from the property limits unless additional information is requested by the City Engineer.
 - e. Specifications for building construction and materials, flood-proofing, filling, dredging, grading, channel improvement, storage of materials, water supply, and sanitary facilities.
 - f. Copies of all other permits required by State or Federal law, including Section 404 of the Federal water Pollution Control Act Amendments of 1972, 33.U.S.Code. 1334.

6.2.C Floodway Requirements

"Floodway" shall be defined as: The channel of a river or other water course and portions of the adjoining flood plain that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

1. When floodway data is provided on the FIRM, the following control measures will apply to that portion of the floodway outside of the dedicated channel as required by the regulation.
 - a. Fill or encroachments are prohibited within the designated floodway that would impact its ability to carry and discharge waters resulting from the 100-year flood with no rise in base flood elevations.
 - b. No structure, improvement or development, temporary or permanent, shall be constructed in the floodway, nor shall any obstruction, fill or storage of goods, materials or equipment be permitted within the floodway.
 - c. Existing non-conforming uses in the floodway shall not be expanded but may be modified, altered or required to incorporate flood-proofing measures provided such measures do not raise the level of the 100-year flood.
2. Floodway realignment
 - a. All Floodway realignments shall be planned, designed, and constructed in accordance with FEMA and United States Army Corps of Engineers (USACE) regulations, and any pertinent creek specific master plans. Floodway realignments that impact only the submitting landowner may be approved by the City Engineer while realignments that will impact more than one property owner will require formal assent from impacted property owners. If a floodway realignment request has been approved, the developer or the developer's consulting engineer shall submit all necessary data to the City and FEMA and shall be responsible for all fees required to obtain a Conditional Letter of Map Revision (CLOMR) from FEMA.
 - b. Floodway realignment requests must be approved by FEMA (by obtaining a CLOMR) and the City Engineer prior to approval of the Record Plat. A CLOMR must be obtained from FEMA prior to issuance of a Floodplain Development Permit. Due to the typical review period required by FEMA, the developer is encouraged to submit floodway revision requests to the City as soon as possible to avoid delays in obtaining approval of the Floodplain Development Permit.

6.3 Runoff Calculation Methods

6.3.A Design Frequencies

Total rainfall is provided for calculation of flows using programs such as HEC-1, HEC- HMS, or WinTR-55. Rainfall intensities are provided for calculation of flow using the rational or modified rational methods. Annual average rainfall for the City is also provided for using the current USGS regression equations as in the National Stream Stats (NSS) methods.

Total rainfall is calculated from the current NOAA Atlas rainfall planning metrics and presented in rainfall total depths varying in inches over a given duration and

frequency as well as in the rainfall intensity in inches per hour varying over a given duration and frequency.

6.3.B Runoff Calculations Methods

There are many methods for calculating runoff for design of components of a storm drainage system. Methods acceptable to the City depend on the type of design analysis and include the Rational Method, Modified Rational Method for stormwater detention, Soil Conservation Service (SCS) Method, and USGS Regression Equation Methods used within StreamStats. See **Table 6.2** for the applicability of the various methods. Peak flow calculations are used for sizing drainage conveyance systems. Total volume of flow is used in sizing detention facilities for storage quantity requirements.

Table 6.2: Applicability of Runoff Calculation Methods

	Applicable Use		Use with Minimum Basin Area (Acres)	Use with Maximum Basin Area (Acres)
	Peak Flow	Total Volume		
Rational Method	Yes	No	0	200
SCS Method	Yes	Yes	200	2000
USGS Regression Equations*	Yes	No	200	None
Modified Rational	No	Yes	0	20

***NOTE:** Limit use of regression equations to runoff from offsite areas where 30% or less of the drainage area is developed.

Any drainage basin analyzed to calculate flow rates for any frequency storm shall be considered fully urbanized to produce urbanized flow rates for design purposes. All drainage calculations or flood studies shall consider fully urbanized runoff conditions and urbanized flow rates.

1. Rational Method

Runoff from surface drainage areas may be determined by the Rational Method formula:

$$Q = CIA$$

Where,

- Q = Flow in cubic feet per second
- A = Surface area to be drained in acres, determined by field topographic surveys or based on City of Shawnee most current contours
- C = Area runoff coefficient, fraction of runoff, and may vary between fifty (50) percent and ninety-five (95) percent expressed as a dimensionless decimal fraction, that appears as surface runoff from the contributing drainage area. The C factors for the fully urbanized condition shall be as set forth in **Table 6.3**. Existing conditions C factors shall be based on the engineer's judgment, subject to the City Engineer's agreement, of the actual level of imperviousness of the upstream areas contributing flow to the site being developed.
- I = Rainfall intensity based on the rainfall rate in inches per hour

Table 6.3: Runoff Coefficients, "C" Factors

Development Type	Runoff Coefficients
Detached single-family dwelling	0.70
Acreage Residential 2.5+ acres	0.60
Townhouse	0.75
Duplex	0.75
Tri-plex/Quad-Plex	0.80
Multifamily Dwelling (Apartments)/Includes Group Living	0.85
Office uses	0.90
Shopping Centers and retail uses	0.95
Industrial uses	0.95

One of the basic assumptions underlying the Rational Method is that runoff is a function of the average rainfall rate during the time required for water to flow from the most hydraulically remote part of the drainage area to the point under consideration. The other significant assumption is that intensity of rainfall is constant over the entire basin during this time.

2. Time of Concentration

Time of concentration consists of overland flow time, T_o , plus the time of travel, T_f , in the storm sewer, paved gutter, roadside drainage ditch, or drainage channel. The latter portion, T_f , of the time of concentration can be estimated from the hydraulic properties (velocity) of the storm sewer, gutter, swale, ditch, or channel. Overland flow time, on the other hand, will vary with surface slope, surface cover and distance of surface flow.

The time of concentration can be calculated using the following equation:

$$T_c = T_o + T_f$$

Where,

T_c = Time of concentration (minutes)

T_o = Initial or overland flow time (minutes)

T_f = Travel time in the ditch, channel, gutter, storm sewer, etc. (minutes)

NOTE: Minimum time of concentration, T_c , shall be five (5) minutes.

The overland flow time, T_o , can be calculated using the following equation:

$$T_o = \frac{KL^{0.37}}{S^{0.2}}$$

Where,

K = Retardance factor (see **Table 6.4**)

L = Length of the overland flow in feet

S = Slope of the ground (ft/ft)

NOTE: The maximum overland flow length shall be 1,000 feet.

Table 6.4: Retardance "K" factor for Type of Cover

Type of Cover	"K" Factor
Dense Grass	1.13
Average Grass	1.000
Poor Grass	0.942
Bare Soil	0.604
Acreage Residential 0.5 to 2.0 acres	0.633

Acreage Residential 2.0 to 5.0 acres	0.756
Residential / Duplex / Quad-Plex	0.511
Commercial / Apartment Complex	0.445
Industrial/Pavement	0.372

The total time of concentration shall be the combination of overland flow time with the remaining flow path travel time, T_f , which is calculated using the hydraulic properties (velocity) of the swale, ditch, or channel. The calculated velocity shall be based on Manning's equation. The following equation is used for calculating the travel time forward:

$$T_f = \left(\frac{FPL}{V} \right) / T$$

Where,

FPL= Flow Path Length in feet

V= Velocity in feet per second

T= Sixty (60) seconds

Rainfall intensities for the Rational Method are calculated using the following method. The intensity, i , is the average rainfall rate in inches per hour for the period of maximum rainfall of a given frequency having duration equal to the time of concentration. For a given time of concentration, T_c , and a given design storm frequency, the rainfall intensity, i , can be obtained using the following equation:

$$i = \frac{B}{(T_c + D)^E}$$

Where,

i = Rainfall Intensity in inches per hour

T_c = Time of Concentration in minutes

B, D, E = Parameters defined in **Table 6.5** for various storm frequencies.

Table 6.5: Rainfall Intensity Parameters

Return Period	Parameters for the IDF Equations		
	B	D	E
2-Year	53	10	0.82
5-Year	64	12	0.79
10-Year	74	12	0.79
25-Year	93	15	0.79
50-Year	104	15	0.79
100-Year	108	15	0.77
500-Year	130	15	0.75

**Source: Drainage Design Manual, ODOT, November 2014*

3. SCS Unit Hydrograph Method

The Soil Conservation Service (SCS) method is considered acceptable for certain analyses and for determining variable values for input to other software such as HEC-HMS. The NRCS program WinTR-55 or the U.S. Army Corps of Engineers computer programs HEC-HMS are acceptable ways of utilizing the SCS methodology.

4. United States Geological Survey (USGS) Regression Equations

The USGS regression equations are used in the StreamStats methods for stormwater runoff calculations. StreamStats produces projections of non-urbanized flow. The non-urbanized flows generated with regression equations are to be adjusted by applying appropriate Basin Urbanization Factors as described in USGS Scientific Investigations Report 2019-5143, "Methods for Estimating the Magnitude and Frequency of Peak Streamflows for Unregulated Streams in Oklahoma Developed by Using Streamflow Data Through 2017".

5. Modified Rational Method

The modified rational method (MRM) is an extension of the rational method to produce simple runoff hydrographs. The MRM is often called the rational hydrograph method. Application of the MRM produces a runoff hydrograph and runoff volume in contrast to application of the rational method, which produces only the peak design discharge (Q_p).

6.3.C Hydraulic Calculation Methods

Manning's method shall be used for the hydraulic evaluation of drainage ditches and storm sewers. For drainage ditch structures draining up to 20-acres, Manning's equation for uniform flow can be used.

1. Manning's Equation

The size of closed storm sewers, open channels, culverts, and bridges shall be determined by using Manning's Equation which may be modified for use with runoff determined by the Rational Formula to:

$$Q = \frac{1.486}{n} A R^{2/3} S^{1/2}$$

Where:

Q = discharge (cfs)

A = cross sectional area of water in conduit (ft²)

R = hydraulic radius of water in conduit (R = water flow area/wetted perimeter)

S = mean slope of the flowline gradient in feet of vertical rise per foot of horizontal distance

N = Manning's roughness coefficient. The typical values of Manning's roughness coefficients for capacity calculations are provided in the **Table 6.6**.

Table 6.6: Manning's Roughness Coefficients

Material	Coefficient
RCP & RCB	0.013
HP	0.013
HDPE	0.013
CMP*	0.024
Concrete Lined Channel	0.013
Grass Lined Channel	0.035
Concrete Curb & Gutter	0.013
Asphalt Pavement	0.016
Rip-Rap	n = 0.0395(d50) d50=nominal stone diameter in feet

***NOTE: CMP only permitted for privately maintained facilities on private property**

In addition to Manning's equation, use of the other design methods may be required to adequately size storm water facilities. The design of storm sewer systems shall achieve the levels of flood protection stipulated in **Table 6.1**.

2. Backwater Profile Using HEC-RAS or HEC-2

The USACE programs HEC-RAS River Analysis System or HEC-2 Water Surface Profiles Program shall be used to analyze all open channels with drainage areas larger than twenty (20) acres. Normal depth shall be used as the boundary condition if a beginning water surface elevation is not known. If a previous study is

available downstream of the existing location, the boundary conditions should be based on the known water surface elevation of the approved study.

3. Use of Other Commercially Available Packages

Use of other software such as EPA-SWMM, XP-SWMM, PC-SWMM, AutoCAD Storm and Sanitary Analysis, or any other similar commercially available package is permitted if a justification for the value of parameters is provided by the engineering consultant.

6.4 Street Flow

When the drainage in the street exceeds allowable limits, a storm sewer system is required to convey the stormwater runoff. Use of streets for conveyance of stormwater runoff shall be within the following limitations:

6.4.A Street Flow Limitations

1. Drainage area allowed for surface flow in streets at point of diversion shall not exceed twenty (20) acres, regardless of flow
2. The street shall be designed for fully urbanized runoff conditions as determined by current zoning for the area. It is the responsibility of the Engineer to verify use of the most updated zoning map for the area. The current zoning map can be found on the Shawnee website.
3. The 100-year fully urbanized flow shall be contained within the ROW.
4. For arterial and collector streets, the depth of street flow is limited to inundation of the outside lane (typically 0.4 feet) during a 100-year frequency rainstorm under fully urbanized conditions. The inside lanes must be free of excess runoff.
5. For residential streets, the depth of street flow is limited to one half (0.50) foot during a 100-year frequency rainstorm under fully urbanized conditions.
6. Where sump collection systems are used, an overflow route shall be established in the event of complete blockage of the sump.
7. Street capacities are calculated based on the area and wetted perimeter of the roadway cross-section when considering the street width and crown of the roadway. The minimum capacity for any stretch of roadway is based on the minimum slope of the roadway section. A minimum longitudinal slope of 0.50 percent shall be maintained at every location along a proposed street or as otherwise approved by the City Engineer.

6.4.B Street Flow Calculations

1. The roadway capacity may be calculated using the Manning equation with curb heights, pavement widths, and crown heights based on the standard paving section used

$$Q = \frac{0.56}{n} S_x^{1.67} S^{0.5} T^{2.67}$$

Where,

Q= discharge (cfs)

S_x= paving cross slope from gutter to crown shall be two (2) percent

S= mean longitudinal slope of paving shall be 0.50 percent minimum

T= width of flow (ft)

n= Manning's roughness coefficient for paved sections= 0.013 minimum

6.5 Inlet Design

6.5.A Inlet Design Considerations

1. Inlets must be designed for fully urbanized conditions as determined by current zoning for the area and sized and spaced to achieve the street flood protection levels set forth in **Section 6.4.A** and **Table 6.1**.
2. Curb inlet grates are required to drain the very low flow that usually cannot enter curb hoods. Grates shall be located at the lowest point of the sump or the downstream end of a curb inlet.
3. At least one curb inlet shall be located at a sump location unless the location is being served with a flume with a curb opening.
4. If a street/roadway is designed to drain towards a "T" intersection and the intersecting street is flowing at seventy (70) percent or greater street capacity, then inlets must be placed before the intersection to drain all of the upstream street discharge. If a street is designed to drain towards a "T" intersection, additional finished floor and driveway location restrictions are imposed to protect against driveways acting as a channel that may drain storm water runoff towards a garage causing flooding. A driveway edge for a lot along a T-intersection shall have a minimum offset of twenty (20) feet from the center line of the intersecting street.
5. Curb inlets located at sumps shall be designed to intercept a minimum of the peak discharge from the 50-year design event with an overflow structure designed to intercept the difference between the inlet capacity and the 100-year by-pass from all other upstream inlet locations. If there is no overflow structure, the curb inlets at sumps, and the storm drain system they serve, must be designed to carry the 100-year storm and the 100-year by-pass from all other upstream inlet locations.
6. The curb cut width for a flume opening or the entrance width of an overflow flume shall not exceed fifteen (15) feet. The minimum flume width shall be four (4) feet.

6.5.B Location and Spacing of Inlets:

1. Inlets shall be located at all low points in the gutter grade, on side streets at intersections where runoff would flow onto an arterial street or highway, and upgrade of bridges to prevent runoff from flowing onto the bridge deck. Inlets are also required when the allowable depth of flow in the gutter is exceeded.
2. Inlets at intersections shall be located in such a manner that no part of the inlet will encroach upon the curb return. Inlets on a continuous grade in the interior of a block should be placed upstream of a nearby driveway, if possible. The flowline and top of curb elevations shall be shown on all inlets.
3. The first inlet shall be located no more than four- hundred (400) feet from the high point in the street profile or at the point where the outside lane would be inundated, whichever is less.
4. The spacing between inlets shall be such that depths of flow and widths of spread requirements are not violated.

6.5.C Interception and Bypass:

1. Attempting to intercept all the flow on a street at every inlet leads to a costly storm sewer system. It is more cost effective to allow some portion of the runoff to bypass an inlet and intercept the runoff at the next inlet. Another cost-effective method is to design as many of the inlets as possible to be sump inlets.
2. The type of inlet to be used and the percentage of flow to be intercepted at a particular location to achieve the required level of flood protection is left to the evaluation and calculations of the designer. The objective is to minimize the cost of the storm sewer system while satisfying all of the design criteria.
3. On-grade inlets are required to capture seventy (70) percent of the local flow, allowing no more than thirty (30) percent bypass.
4. Hydraulic design of inlets shall be in accordance with **Section 6.5.D**.
5. When inlets are placed in a sump, emergency overflow shall be provided as described in **Section 6.5.A5**

6.5.D Hydraulic Evaluation of Inlets

1. The calculation of inlet capacities shall be completed using either a commercially available software program approved by the City Engineer (see Section 6.3.C3), generally accepted formulas appropriate to the particular situation, or, for inlet configurations including grates, the methodology set forth by the inlet manufacturer when available.
2. When a grate is used in conjunction with a curb opening directly behind the grate, only the hydraulic capacity of the grate shall be used to estimate the flow that is

intercepted, since the curb inlet portion is reserved to serve as overflow when the grate is blocked.

- The clogging factors in **Table 6.7** shall be used to adjust the calculated maximum inlet capture capacity to account for blockages.

Table 6.7: Inlet Clogging Factors

Inlet Type	Inlet Location	Clogging Factor
Curb opening only	Continuous grade	0.8
Curb opening only	Sump	0.8
Combination curb and grate	Continuous grade	1.0
Inlet Type	Inlet Location	Clogging Factor
Combination curb and grate	Sump	0.7
Median	Sump*	0.8
Grate only**	Continuous grade	0.6
Grate only**	Sump	0.5

Notes:

**Because of the grading required around a median inlet, the inlet only operates in a sump condition during design flows.*

***Inlets with grates only are not permitted but are included in the table for evaluation of existing conditions.*

6.6 Storm Drain Design

6.6.A Calculations and Design

The capacity calculations for a closed storm sewer shall be performed using **Section 6.6.A**. In addition to Manning's equation, the use of other design methods may be required to adequately size stormwater facilities.

Design of storm sewer systems shall maintain the hydraulic grade line (HGL) below any gutter elevation and any manhole top lid/rim elevation to eliminate flooding inlets or system overflow along the design reach limit consistent with the flood protection requirements stipulated in **Table 6.1**. If the storm sewer system is discharging to a detention pond, creek or channel, the Q_{100} water surface elevation (WSEL) from the downstream drainage infrastructure shall be used as the tailwater elevation for the HGL analysis. However, if the storm sewer system is connecting

to an existing storm sewer system, water surface elevation at the full flow condition of the downstream storm sewer pipe shall be used as the tailwater elevation for the HGL analysis.

6.6.B Minimum Sizing and Other Design Standards

A closed storm sewer system shall be sized for fully urbanized flow conditions. A closed storm sewer shall meet the requirements of and be compliant with the Engineering Design Manual regardless of the capacity of the downstream storm sewer. A closed storm sewer within public ROW shall not be less than eighteen (18) inches in diameter. A closed storm sewer crossing a public street shall utilize Reinforced Concrete Pipe (RCP) with “O” rings or a Reinforced Concrete Box (RCB). If a minimum of 2’ of cover between the road sub-grade and the top of pipe can be achieved, High-Performance Polypropylene (HP) pipe may be used for road crossings, if installed in accordance with manufacturer’s recommendations and ASTM D2321 (adjusted for local conditions as approved by the City Engineer). A closed storm sewer within a public drainage easement, next to curbs, and between houses shall either be RCP with “O” rings, RCB, or HP pipe with watertight (WT) gaskets. All joints on RCP, RCB, and HP shall be wrapped with a continuous filter fabric strip overlapping two (2) feet on each side of the pipe joint to ensure proper protection. Corrugated Metal Pipe (CMP) shall not be used in publicly funded improvements or for any improvements to be dedicated to the City. CMP may be used in rural private improvements or developments. High-Density Polyethylene Pipe (HDPE) shall only be allowed in private improvements or developments.

A closed storm sewer shall be constructed with a minimum soil cover of two (2) feet from the top of the finished grade to the top of the pipe. Any variation from this minimum depth must be pre-approved by the City Engineer. If two (2) foot of soil cover cannot be achieved, Class IV pipe shall be required. A closed storm sewer shall be constructed with crushed rock backfill under the public street and under paving within the public drainage easement. A closed storm sewer shall have a minimum flow velocity of 2.5 fps and a maximum velocity based on the type of material as shown in **Table 6.8** below.

Table 6.8: Minimum Manning’s “n” Value and Maximum Velocities for Sewer Materials

Material	Maximum Velocity (fps)	Minimum “n” value
Concrete	15	0.013
CMP*	12	0.024
HP	14	0.013
HDPE*	14	0.013

***NOTE: CMP and HDPE only permitted on private property for privately maintained facilities**

6.6.C Horizontal and Vertical Alignments

The diameter of the pipe shall not decrease proceeding down gradient within the closed storm sewer system. At points where pipe diameters change, the pipe soffit elevations shall match, and flow line elevations shall drop through the manhole or junction box. A diversion of flow is not allowed (i.e., the discharge point and all inlets of a closed storm sewer system shall be within the same watershed). Unless there is a difficulty providing the depth of cover, it is desirable to use closed storm sewer conduit with a circular cross-section. A closed storm sewer shall not be located under paving parallel to the centerline of the roadway unless specifically approved by the City Engineer. All closed storm sewers must be extended to the property limits of the improved development.

When tying two storm sewer reaches together, the soffits of the upstream pipe and the downstream pipe shall match.

6.6.D Manhole, Inlets, and Junction Boxes

A manhole or junction box shall be required for any change in direction, pipe size or slope of any storm sewer in the City of Shawnee. Separation for all manholes and junction boxes for RCP less than or equal to sixty (60) inch diameter or RCB less than or equal to five (5) feet in height, shall be a maximum of three hundred seventy-five (375) feet. A structurally designed and adequately sized concrete junction box with a minimum six (6) inch space between the outside of the pipes and inside wall shall be used for connecting three or more pipes of eighteen (18) inches or larger. A radius junction box shall be used to obtain a horizontal direction change for pipes larger than thirty (30) inches. The minimum length of a storm sewer pipe between structures shall be five (5) feet.

6.6.E Outfall Condition and Grade to Drain Requirements

Pipe/Culvert Outfall shall be lowered to the flow line of receiving creek or shall tie into the existing low point at the property line. If these conditions cannot be met, the developer shall obtain a grade to drain easement from the adjacent property owner(s) of sufficient length and width to ensure the proper function of the storm sewer system. A three (3) foot cut-off wall is required at all pipe/culvert outfalls. If the discharge velocities are higher than the existing downstream natural soil shear stresses and velocities shown in **Table 6**, permanent structural and/or non-structural erosion controls shall be required consistent with **Section 6.7.B.3**. A temporary easement from the adjoining property owners shall be obtained by the developer if necessary. The 100-year WSEL at the storm sewer outfall must be shown on plans. The 100-year WSEL in the receiving stream shall be used as the beginning elevation of any storm system HGL calculation.

6.7 Open Channels

6.7.A Design Parameters

Fully urbanized conditions shall be used for calculation of flows. However, the minimum composite runoff coefficient shall meet the requirements of **Table 6.3**. The appropriate method as discussed in prior chapters of this document shall be used for calculation of design flows.

1. Hydraulics of Open Channels

Presented in this section are the basic equations and computational procedures for uniform, gradually varied and rapidly varied flow. These flow conditions may be encountered in any open channel hydraulic analysis. HEC-RAS or HEC-2 computer programs shall be used to perform hydraulic analysis on open channels with drainage areas greater than ten (10) acres. Other methods of channel calculations may be used. However, any calculation method must account for the effects of any downstream culverts, permanent obstructions, or backwater effects. HEC-RAS is a hydraulic simulation model developed by the USACE and is the successor to HEC-2. Hydraulic behavior of open channels is dependent on the type of flow in the channel.

Open channel design, construction, and performance will be dictated by the flow regime present at the project site, which will be dependent on the drainage area, slope, and channel conditions upstream and downstream of the reach where channel modifications are proposed. The considerations and standards are outlined in the following sub-sections.

2. Natural Channels

The City encourages the use of natural channels when possible. Natural channels are channels closely following historic alignments and without changes to the historic condition. A natural channel definition is voided if any realignment of the channel is proposed. Construction of a new earthen channel does not comply with the definition of a natural channel. A natural channel shall be included in the platted "Common Area" and the maintenance of the common area shall be the responsibility of the Homeowner's/Property Owner's Association. The 100-year floodplain based on fully urbanized conditions shall be included in the private drainage easement or platted "Common Area". Also note that developers are responsible for acquisition of all state and federal regulatory agency permits and approvals.

3. Design and Construction Standards

All design and construction details for channel designs shall include one (1) foot of freeboard from 100-year water surface elevations as calculated.

a. Grass Channel

- 1) All improved grass channels shall be privately maintained regardless of size or contributing drainage basin. The side slopes of improved grass channels shall not exceed 3:1 (H:V).

- 2) The analyses of all open channels shall use approved methods of flow calculations such as HEC-RAS or HEC-2.
 - 3) Additional erosion protection measures may be required as described in other sections or adopted policies.
- b. Concrete Channel
- 1) Concrete channels may be used to provide conveyance for publicly maintained secondary channels with over forty (40) acres of drainage area.
 - 2) The analyses of all open channels shall use approved methods of flow calculations such as HEC-RAS or HEC-2. The maximum velocity shall be limited to fifteen (15) fps. If the maximum limits are exceeded, drop structures or energy dissipators shall be considered to reduce the impacts of the excessive velocities.
- c. Rip-Rap Channel
- 1) Rip-rap channels may be used to alleviate the possibility of erosion for channels not required to be concrete lined. All open channels shall use approved methods of flow calculations capacity analysis shall be performed using HEC-RAS or HEC-2.
 - 2) The side slope of the rip-rap channel shall not exceed a 2:1 (H:V).
 - 3) The Manning “n” value shall be computed by the following equation:

$$n = 0.0395(d_{50})^{1/6}$$

Where,

d_{50} = nominal rip-rap stone diameter in feet

Example: $n = 0.042$ for 18-inch rip-rap.

The minimum stone diameter shall be twelve (12) inch.

6.7.B Flow Conditions

1. Fully urbanized conditions shall be used for calculation of flows. However, the minimum composite runoff coefficient shall meet the requirements of **Table 6.3**. The appropriate method as discussed in prior chapters of this document shall be used for calculation of design flows.
2. Roughness Coefficients and Allowable Velocities
 - a. Where possible, channels shall be designed to have sufficient gradient to provide velocities that will be self-cleaning and not cause erosion. No changes shall be made to a channel that will cause the velocity to exceed the values listed in **Table 69**. These values are listed as maximums under normal conditions.

- b. Refer to **Table 6** for appropriate Manning's n values. Manning's n values shall assume the unmaintained condition.
 - c. The City Engineer reserves the right to require safety fencing or other protective measures.
 - d. Unlined channels with bends shall be designed to minimize erosion at the bends, and erosion protection shall be designed based on the velocity along the outside of the channel bend.
3. Energy Dissipators – Appropriate energy dissipating or grade control structures may be used to control erosion due to high velocities at pipe and channel system outfalls, and they shall be designed in accordance with accepted design practice such as outlined by the NRCS, the USACE, the Bureau of Land Reclamation, or the Oklahoma Department of Transportation (ODOT). The design of energy dissipators shall be based on a geotechnical investigation of the site. Maximum velocities shall be checked for both the 5-year and 100-year frequency storm events for both tributary and receiving water with protection provided for the most critical combination(s).
 4. Side Slopes – Improved or constructed channels shall have side slopes no steeper than 4H:1V for unlined channels and no steeper than 2H:1V for lined channels.
 5. Channel Geometry – Improved channels, lined or unlined, shall normally have a trapezoidal cross section. The channel section should have adequate flow area to handle uncertainties in runoff estimates, seasonal changes in channel roughness coefficients, channel obstructions, and silt accumulation.
 6. Rock Riprap – Rock and grouted riprap may be used. Rock riprap gradation depends on site characteristics, velocities, and flow depth. One of the following methods shall be used for determining a nominal rock riprap size and gradation: USACE 1110-2- 1601, or FHWA HEC-11.

Table 6.9: Roughness Coefficients and Allowable Velocities for Channels

Channel Description	Manning's n	Maximum Permissible Channel Velocity (feet per second)
NATURAL STREAMS		
Floodplain – Pasture		
Short grass	0.030	6.0
Tall grass	0.035	6.0
Floodplain – Cultivated Areas		
No crop	0.030	6.0
Mature row crops	0.035	6.0
Mature field crops	0.040	6.0
Floodplain – Uncleared		

Channel Description	Manning's n	Maximum Permissible Channel Velocity (feet per second)
Heavy weeds scattered brush	0.050	6.0
Wooded	0.120	6.0
LINED CHANNELS		
Concrete	0.013	15.0
Grouted Riprap	0.030	*
Rock Riprap	0.040	*
Stone Masonry	0.032	10.0
Asphalt	0.016	15.0
Gabion	0.030	12.0

**NOTE: Maximum permissible velocities for grouted and rock riprap based on gradation and depth.*

6.8 Bridge and Culvert Hydraulic Design

All flow of water across continuous streets or alleys shall be through culverts or bridges.

6.8.A Applicable Design Criteria

1. Bridges and culverts must be designed such that the 100-year WSEL shall be one (1) foot below the low chord of a bridge or one (1) foot below the top of the curb above a culvert at the upstream end of the culvert, whichever applies. When replacing an existing bridge, the design should achieve the maximum freeboard possible between the 100-year WSEL and the low chord of the bridge (up to 1 foot) without creating a rise in downstream WSELs.
2. Driveway pipes shall be designed to convey at least the 25-year design flow based on urbanized flow and zoning requirements and shall not create a flow restriction that results in runoff from the 100-year storm event exceeding the street flooding limits set forth in **Table 6.1**.

6.8.B Design Parameters

1. Culverts shall meet the same design requirements as set forth for closed storm drain pipe systems in **Section 6.6.B**.
2. Bridges and culverts shall follow the alignment and grade of the natural channel whenever possible. The minimum slope of culverts shall equal 0.5% unless the site condition or slope of natural channel requires use of a flatter slope and the approval of City Engineer is attained. In cases where the barrel cannot be aligned with the channel flow line, additional alignment or transition protection against erosion shall be provided as approved by the City Engineer.

6.8.C Culvert Outlet Protection

Culvert outlet protection must extend downstream to a point where non-erosive channel velocities are established in accordance with **Table 6**. The outlet protection should be placed sufficiently high on the adjacent banks to provide protection from wave wash under design flow conditions and be provided with sufficient cutoff (scour) protection at the downstream edge based on local scour calculations and downstream channel stability investigation.

6.8.D Culvert Hydraulics

The hydraulic design of culverts shall be based upon design guidelines set forth by ODOT, the U.S. Department of Transportation, or other suitable method as approved by the City Engineer. **Table 6** contains the culvert entrance loss coefficients (K_e) to use. Culvert calculations shall be provided to the City for review. Calculations shall include, but are not limited to, headwall, tailwater, and flowline elevations, lowest adjacent grade and structure elevations, inlet and outlet control calculations, and velocity calculations.

Table 6.10: Culvert Entrance Loss Coefficients

Type of Culvert	K_e
Reinforced Concrete Pipe	
Projecting from fill, socket end (groove end)	0.2
Projecting from fill, square cut end	0.5
Headwall or headwall with wingwalls	
Socket end of pipe (groove end)	0.2
Square edge	0.5
Rounded edge (radius $\geq 0.0833D$)	0.2
Mitered to conform to fill slope	0.7
Beveled edges, 33.7° or 45° bevels	0.2
Side or slope tapered inlet	0.2
Arch-Pipe:	
Projecting from fill (no headwall)	0.9
Headwall or headwall with wingwalls, square edge	0.5
Mitered to conform to fill slope, paved or unpaved slope	0.7
Beveled edges, 33.7° or 45° bevels	0.2
Side or slope tapered inlet	0.2
Reinforced Concrete Box:	
Headwall parallel to embankment (no wingwalls)	
Square-edged on three sides	0.5
Rounded on three sides to radius of 1/12 barrel dimension or beveled edges on 3 sides	0.2
Wingwalls at 30°-70° to barrel	
Square-edged at crown	0.4

Type of Culvert	K_e
Crown edge rounded to radius of 1/12 barrel dimension, or beveled top edge	0.2
Wingwall at 10°-25° to barrel, square-edged at crown	0.5
Wingwalls parallel (extension of sides), square-edged at crown	0.7
Side or slope-tapered inlet	0.2

6.9 Detention Basin Design

6.9.A Site Assessment for Detention Requirement

On-site stormwater detention, in the form of a detention pond, is required for all development in the City of Shawnee, unless the development meets one of the exemptions below:

1. Residential developments less than 5 acres, unless the City Engineer determines that drainage conditions in the area indicate that any increase in runoff would aggravate an existing offsite flood risk.
2. When it has been determined by the City Engineer that the runoff from the development will not adversely impact nor raise WSELs to properties adjacent to or downstream from the development. In these cases, the City may accept a fee-in-lieu-of requiring onsite detention facilities.

6.9.B Design Flow or Runoff Calculations

1. Historic Condition

The determination of the historic (i.e. pre-developed) runoff rate determines the maximum rate of all combined developed pond outflow and un-detained site release. Unless granted a waiver by the City Engineer, the developer shall install detention facilities maintaining a discharge rate not to exceed the historical runoff rate prior to development. The historic runoff rate is determined by evaluating the contributing drainage area(s) as undeveloped in accordance with current City standards. Listed below are a few notable exceptions that will be considered:

- a. If an offsite upstream drainage area discharges onto the property considered for development, then the entire offsite area shall be evaluated in the current existing conditions at the time of the proposed development.
- b. If a previously developed hard surface exists on the development site, and was properly permitted, then the existing hard surface area shall be evaluated as fully developed.

2. "To Pond" Drainage Areas

The drainage areas draining into the storage facility are considered "to pond" areas. The "proposed conditions" will be the condition of a subject development

after construction is completed based on the approved site plan. The hydrologic calculations must consider all the proposed buildings, parking areas, roads, and other hard surfaces.

3. "Bypass" Drainage Areas

Catchment areas that discharge from the property without flowing through the proposed detention pond outlet are considered bypass areas. The hydrologic calculations from bypass areas must consider and model all additional hard surfaces like the proposed conditions stated in the previous section. The total discharge from the proposed development must consider the combined effect of the pond discharge together with the un-detained "bypass" flow.

6.9.C Design Details or Pond Configuration

1. General Details

Storm water detention is defined as the temporary storage of storm water runoff in a basin in which the outflow is controlled in order to reduce or eliminate flooding or other adverse effects downstream. The detention pond is analyzed as the area and volume of the development set apart for the temporary storage of storm water. All proposed detention ponds shall be located outside of existing public easements, ROW, and neighboring properties. When a detention pond is designed for a platted area or multi-owner property, the limits of the entire detention pond facility will be contained in a private drainage easement. The detention pond will include all outlet structures, emergency spillways, and riprap (or other erosion protection). Proposed detention pond areas shall not be used to store, hold, or contain building structures or materials either permanently or temporarily. An exception to this would be recreational amenities such as playground equipment or benches that can be demonstrated not to interfere with the functionality of the pond. Parking areas may be used as detention storage if the water surface elevation generated from a 100-year event is less than or equal to eight (8) inches at the outlet, the inundation is contained within the parking lot, and building freeboard requirements are met. Calculations shall be provided for the storm durations that produce the highest water surface elevation in the pond and the maximum site/pond discharge for the designed pond and outlet configuration.

All pond areas shall have maximum side slopes of three (3) vertical to one (1) horizontal (3:1) unless paved with concrete. If unpaved embankments or cuts exceed the maximum slope, then a retaining structure shall be provided. A paved trickle channel shall be provided for unpaved ponding areas. The trickle channel must be designed to extend along the longest portion of the pond area. A concrete trickle channel is required for all dry ponds. The trickle channel shall be constructed of concrete, a minimum of three (3) feet wide with a minimum slope of 0.5%. On each side of the trickle channel shall be a minimum of one (1) inch height of established grass in accordance with City details.

All detention pond facilities, except parking lot storage ponds, must be designed to allow for one (1) foot of freeboard. Freeboard is described as the vertical distance between the top of the pond enclosure and the maximum water surface.

All pond surface cover must be composed of one or all of the following:

- a. Solid slab grass sod
- b. Concrete
- c. Asphalt

Any other materials will require approval from the City Engineer prior to application.

The designed detention pond size will be demonstrated by stage versus storage data. This data shall be graphical or tabulated data showing the storage area at a given stage elevation in the pond.

6.9.D Configuration

The outlet control structure allows detained storm water to be discharged from a detention pond at a controlled rate. Outlet control structures shall be designed as simply as possible to require little or no attention and/or maintenance for proper operation. No mechanical means such as pumping will be allowed as an outlet control structure.

All outlet control structures shall be configured and designed to maintain a discharge rate not to exceed the maximum allowable outflow, Q_o , described in the previous sections for all the following storm events:

- 50% event (2-year storm, Q_2)
- 20% event (5-year storm, Q_5)
- 10% event (10-year storm, Q_{10})
- 4% event (25-year storm, Q_{25})
- 2% event (50-year storm, Q_{50})
- 1% event (100-year storm, Q_{100})

Outlet control structures shall consist of hydraulic components such as weirs, culverts, standpipes, or any combination thereof, used in either a series or parallel configuration.

An overflow spillway will be included and provided as part of any proposed detention facility. This overflow spillway shall be constructed of concrete unless the City Engineer approves the use of any earthen emergency overflow. The concrete spillway may be an extension of the outlet control structure or a separate structure altogether. The concrete overflow structure shall function with all other discharge elements fully blocked without exceeding the allowable historic discharge rate from the pond/site. The minimum finished floor elevations for

structures adjacent to the pond shall be set a minimum of one (1) foot above the calculated 100-year water surface elevation in the pond with all primary outlet elements blocked.

Rating curve data for the designed outlet control structure will be provided. This shall be graphical or tabulated data showing the outflow discharge at a given stage elevation in the pond. This data will be used and compared to the hydraulics of the outlet control structure shown in the plan sheets to verify the accuracy.

If the design of the detention area and associated outlet result in the concentration of flow onto an adjacent property owner compared to pre-development conditions, formal agreement to receive the concentrated flows must be obtained from all impacted adjacent property owners as well as obtaining a private drainage easement along the flow path of the concentrated discharge from the detention area.

6.9.E Underground Detention

Unless written permission is granted from the City Engineer, all detention facilities shall be surface ponds. Underground detention will only be considered if the designer can adequately demonstrate that the proposed development introduces site restraints such that a surface pond is impractical. If approved, the designer must show construction details for underground storage facilities that meet the following criteria:

1. Composed of a pre-manufactured and designed stormwater detention facility such as ADS StormTech or the equivalent.
2. All connections from underground detention facilities to public storm sewer system must be RCP or HP.
3. Outflow must be able to drain directly into an existing storm facility without mechanical assistance.
4. Storage area must have an access point for maintenance by the property owner or their designee
5. Must show no permanent habitable areas to be proposed on the surface above the detention area.

6.10 Site Erosion Control

Site development projects in the City of Shawnee must fully comply with all provisions of the Oklahoma Department of Environmental Quality, Oklahoma Pollution Discharge Elimination System Permit OKR10 for site erosion control. Developers, their engineers, and their construction contractors should familiarize themselves with and fully adhere to the planning, notification, documentation, best management practice installation and maintenance, and reporting requirements of OKR10.

SECTION 7 WATER AND WASTEWATER DESIGN REQUIREMENTS

7.1 General

7.1.A General

1. The minimum design criteria for construction shall follow the most current edition of Title 252: Oklahoma Administrative Code, Chapter 626, Public Water Supply Construction Standards and 656 (Water Pollution Control Facility Construction Standards) Oklahoma Department of Environmental Quality (ODEQ)

7.1.B Separation of Utilities

1. All separation distances shall meet the requirements of ODEQ 252:626 and shall be the following:
 - a. Horizontal Separation (Outside Diameter to Outside Diameter):
 - 10-feet shall be maintained between any existing and proposed sanitary sewer lines
 - 5-feet from any existing or proposed storm sewer, raw water line, petroleum product line, natural gas line, and any other buried utility.
 - Locate water lines at least 15-feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
 - b. Vertical Separation (Outside Diameter to Outside Diameter):
 - Measure the separation distance from edge to edge.
 - Maintain a 2-foot vertical separation between water lines and any existing or proposed storm sewers, raw water lines, petroleum product lines, natural gas lines, and other buried utility lines.
 - Lay water lines crossing sewer lines to provide a minimum vertical distance of 2-feet between the water main and the sewer line. Arrange the piping so that joints in a pipe will be equidistant from the water main. Where a water main crosses under a sewer, provide adequate structural support for the sewer to prevent damage to the water main.
 - c. Special Conditions:
 - When it is impossible to obtain proper horizontal and vertical separation as stipulated above, design and construct the other line equal to water pipe, and pressure test it to assure water tightness of joints adjacent to the water line prior to backfilling, or provide concrete encasement of new line.

7.1.C State Highway Alignment Criteria

1. The placement of utilities within State Right-of-Way shall meet the minimum requirements of the State of Oklahoma Department of Transportation Utility Crossing.

7.1.D Trenchless Design

1. All trenchless methods for pipe installation shall be measured by the linear foot of pipe installed, complete in place. Such measurement will be made between the ends of the pipe along the central axis as installed.
2. All piping shall be installed with a continuous, insulated TW, THW, THWN or HMWPE insulated copper, 10 gauge or thicker wire for pipeline location purposes by means of an electronic line tracer. The wire shall be installed along the entire length of pipe. The insulation color shall match the color of the pipe being installed. Sections of wire shall be spliced together using approved splice caps and waterproof seals. Twisting the wires together is not acceptable.
3. Unless otherwise specified all trenchless design and construction underneath City Rights-of-Way shall meet the following criteria at a minimum:
 - a. AREMA (Manual for Railway Engineering)
 - b. AASHTO (Standard Specifications for Highway Bridges)
 - c. ASCE MOP 106 (Manual of Practice for Horizontal Auger Boring Projects)
 - d. PRCI (Pipeline Research Council Institute for HDD)
4. All trenchless installations crossing City, State, or Federal City Rights-of-Way shall be provided with casing pipe. Size, material, and thickness of casing pipe shall meet the minimum standard criteria set forth by AREMA. Any variance to the standard must be shown by way of structural casing pipe calculations approved by the City Engineer.
5. Casing pipe shall be steel pipe unless otherwise approved by the City Engineer.
6. All Casing pipe under City Right-of-Way or Pavement shall have a coating with a minimum of 10 mills of fusion bonded epoxy under coat with 20 mills of an abrasion resistant overcoat.
7. Any trenchless crossings of existing utilities shall meet the minimum spacing requirements of ODEQ Title 252, Chapter 626 (Public Water Supply Construction Standards) & 656 (Water Pollution Control Facility Construction Standards).

7.1.E Crossings

1. Any existing utility crossings shall meet ODEQ Title 252, Chapter 626 (Public Water Supply Construction Standards) & 656 (Water Pollution Control Facility Construction Standards).

2. Any existing City Right-of-Way crossings shall meet the following minimum criteria:
 - a. 5-feet below pavement
 - b. 4-feet below ditch line
 - c. Extend 5-feet past edge of right-of-way to edge-of-right way for all trenchless crossings of City, State or Federal roadways.

7.2 Water System Design Criteria

7.2.A General

1. Construction shall meet all ODEQ requirements indicated in Title 252, Chapter 626 (Public Water Supply Construction Standards) & 656 (Water Pollution Control Facility Construction Standards).

7.2.B Water Services

1. All water service connections shall have a minimum Internal Diameter (ID) of 3/4 inch in diameter. All water service connections shall be HDPE and shall be installed in a meter box with concrete blocks. Meter shall be installed inside the meter box 8 to 12 inches below grade.
2. Generally, all water meters shall be installed one (1) foot within the ROW/Easement line.
3. Service connections to the building shall be installed by a licensed professional plumber after the meter. The Service connection is the property owners responsibility from the meter to the structure.

7.2.C Water Demand and Supply

1. Water Demand and Supply at a minimum must meet the requirements of ODEQ.

7.2.D Water Distribution Mains

1. The minimum inside diameter size of all lines shall be in accordance with ODEQ, 6-inch diameter.
2. Water Distribution Mains shall be sized to meet or exceed the ODEQ the pressure requirements (252:626):
 - a. Design the distribution system to provide a minimum of 25 psi throughout the distribution system under normal operating conditions including peak demand and fire flows where fire protection is provided.

7.2.E Depth of Cover

1. The pipe shall be laid at an elevation that will provide, after completion, a minimum depth of cover over the top of pipe of 4-feet below the surface.

7.2.F Pipe Material and Fittings

1. Unless otherwise specified, all pipes and fittings shall adhere to AWWA Standards in as referenced here:
 - a. AWWA C110 Standard for Ductile Iron and Gray Iron Fittings
 - b. AWWA C111 Standard for Rubber Gasket Joints for Ductile Iron Pipe and Fittings
 - c. AWWA C150 Standard for Thickness Design of Ductile Iron Pipe
 - d. AWWA C151 Standard for Ductile Iron Pipe
 - e. AWWA C153 Standard for Ductile-Iron Compact Fittings for Water Service
 - f. AWWA C600 Standard for Installation of Ductile Iron Water Mains and Appurtenances
 - g. AWWA C606 Grooved and Shouldered Joints
 - h. AWWA M11 Standard for Steel Pipe Design
 - i. AWWA M55 Standard for HDPE Design
 - j. AWWA C906 Polyethylene (PE) pressure pipe and fittings, 4 in through 64 in, for water distribution.
 - k. AWWA C900 Polyvinyl Chloride (PVC) pressure pipe and fabricated fittings, 4in through 60 in
2. Allowable Carrier Pipe Material shall be the following, unless otherwise approved by the City Engineer:
 - a. PVC or HDPE
 - b. Pipe shall be specified to DIPS.

7.2.G Pipe Embedment, Excavation, and Backfill

1. All embedment material shall be 1-1/2-inch Type A Aggregate Base embedment or sand embedment placed and compacted in 6-inch lifts to 95 percent of Standard Proctor Density or Relative Density as determined by ASTM D4253 to 6-inches above top of pipe.
2. Trench width shall be pipe outside diameter plus 12-inches both sides of the pipe.
3. Bedding of pipe shall be granular embedment, not compacted.
4. Backfill material underneath pavement areas shall be Aggregate Base Coarse compacted to 95 percent Standard Proctor Density (ASTM D698).

5. Backfill material not underneath pavement areas shall be native material compacted to 95 percent.

7.2.H Dead End Mains

1. Minimize dead ends by looping mains whenever practical. Where dead end mains occur, provide an approved flushing hydrant for flushing purposes. The hydrant shall be located such that the finished water is discharged on the ground and not directly connected to any sanitary or storm sewer, do not connect flushing devices directly to any sewer. A fire hydrant is an approved and preferred flushing device.
2. In the situation of a dead-end line, domestic service cannot be pulled off a 6-inch internal diameter line, must be a minimum of 8-inches internal diameter or within a closed looped system

7.2.I Fire Hydrants

1. Acceptable Manufacturers and Models include:
 - a. American Darling B-84-B
 - b. Or an approved variance by City Engineer
2. Fire Hydrants shall have a pressure rating of 250 psig or greater.
3. All fire hydrants components must conform to NSF 61.
4. Type of Shutoff: Compression type with the flow.
 - a. Valve action shall provide positive shutoff at minimum closing torque.
 - b. Wedge action closing gates shall not be permitted.
5. Inlet Connection: Mechanical joint unless otherwise specified. Inlet connection shall be for a 6-inch cast iron pipe with minimum net valve opening of 5-1/4 inches unless otherwise specified.
6. Delivery Classification: Number and size of pumper and hose nozzles shall be two 2.5-inch hose nozzle connections and one 4.5-inch pumper nozzle connection.
7. Bury Length: Ground to bottom of connection pipe shall be 4-feet. Steamer nozzle elevation shall be 18-24" from grade to center of connection.
8. Drain Valve and Outlet: Hydrants shall be equipped with two drain holes and provided with an automatic and positively operating, non-corroding drain or dip valve so as to drain the hydrant completely when the main valve is shut.
9. Direction to Open: Counterclockwise. The number of turns to open shall be in accordance with AWWA C502, Section 4.6.5.2.
10. Breakable Type Hydrants: Breakable Or Sleeve Type Couplings: The barrel of the hydrant between the elbow and the top cap shall be made in two parts connected

by a swivel flange or breakable flange which shall permit facing of the nozzles in any desired direction in increments of 45 degrees or less. The complete hydrant shall be of such design that when the hydrant barrel is broken through traffic collision or otherwise, it may be replaced without disturbing the bottom of the hydrant.

11. The materials used for gaskets between the upper and lower barrels and the base and nozzle section shall be compounded to conform to ASTM D2000.
12. Provision shall be made in the design of the stem to disconnect the stem from the hydrant parts above the standpipe break point in the event of traffic accidents. If breakable or sleeve type couplings are used, they shall have sufficient torsional strength so that a torsional failure of the stem shall occur at some point other than at the

7.2.J Gate Valves

1. Acceptable Manufacturers:

- a. American Flow Control.
- b. M&H.
- c. Mueller.
- d. Clow.
- e. U.S. Pipe.
- f. Kennedy Valve.
- g. Or approved Equal by City Engineer

2. General

- a. Gate valves 6-inches through 36-inches shall be resilient wedge type with non-rising stem in strict accordance with AWWA C509/C515. Valves 16-inches and larger shall be provided with gearing to reduce the maximum required opening and closing torque to 80 ft-lb.
- b. Gate valves smaller than 6-inches shall be bronze, non-rising stem with wedge disc and screwed ends for 300 psi working pressure.
- c. Gate valves 30-inches and larger shall be equipped with non-rising stem and with spur-gears in enclosed oil or grease lubricated gear cases. Gear boxes shall be factory lubricated. Flanges shall conform to ANSI, Class 125 or 250.
- d. Gate for double disc valves shall be ductile iron with bronze mounted wedges and seats. Gate for resilient seated valves shall be ductile iron with rubber-seat compound bonded to the valve gate.
- e. Manual Operators: Operators shall turn counterclockwise to open the valve. Exposed valves shall have handwheel operators unless otherwise designated.

A directional arrow and the word “open” shall be cast on the handwheel. Valves for buried service shall have a 2-inch square nut operator and shall be installed with extension stems where required to extend operating nut to within 12-inches of the finished grade. Provide a cast iron valve box to enclose the operating stem. Valve box shall be three-piece extension type equal to Mueller No. 10380 or Clow F2450.

- f. Stem and Seal: The non-rising stem shall be bronze or stainless steel with inside screw. Shaft seal shall employ O-rings or V-type packing.
- g. Bell Ends: Where designated, valves shall be mechanical joint or rubber gasketed push on joints in accordance with the applicable requirements of AWWA C111/A21.11.

7.2.K Connections to Existing Water Mains

- 1. Connections to existing pipe shall be sequenced such that the new pipe shall be laid first, then connection to the existing pipe from the new pipe shall be made. Old pipe shall then be cut, plugged, and grouted after connection to existing pipe is made and the new line is fully operational. Downtime for connecting new pipe to existing pipe shall be minimized and coordinated with City.

7.2.L Flushing and Disinfection

- 1. Disinfection chemicals shall comply with AWWA B300 or AWWA B301 and AWWA C651, AWWA C652 or AWWA C653. Disinfection chemicals shall comply with NSF/ANSI Standard 60.
- 2. New Water Mains
 - a. New water mains shall be thoroughly disinfected in accordance with AWWA C651
 - b. New water mains shall complete a hydrostatic test of the line prior to disinfection. 4 Hour minimum test at 1.5 times the pressure class of the pipe per AWWA M55. All testing requirements to meet AWWA M55.
 - c. New Water Mains must flushed with a minimum quantity of water exceeding the capacity of the line to ensure that clean water has traversed the entire length of the pipe. If a failed test occurs, all flushings will be run through a city requested meter, and any additional water will be metered and charged to the contractor accordingly.
 - d. For Bacteriological Testing; System shall be tested in accordance with AWWA C651-14 Sec. 5.1 Obtain safe bacteriological samples on two consecutive days before placing the water line into service.

7.3 Wastewater Design Criteria

7.3.A General

1. The minimum design criteria for construction shall follow the most current edition of Title 252: Oklahoma Administrative Code, Chapter 656, Water Pollution Control Facility Construction Standards, Oklahoma Department of Environmental Quality (ODEQ).

7.3.B Sewer Services

1. Design and construct sewers with hydraulic slopes sufficient for obtaining a velocity of 2 feet per second (fps) or greater, base the design on Manning's formula using an "n" value of 0.013. Gravity sewers shall not be smaller than 8-inch diameter.
2. All sewer services shall have backflow preventers installed. The back flow preventer shall be installed outside of the easement/ROW line.

7.3.C Design Flow

1. The depth of flow and the slope of the conduit affects the velocity of a liquid flowing under gravity conditions. The minimum slopes for different sizes of pipe shall meet the required flow velocity per ODEQ 252 656-5-2.
2. Under the following conditions, and with DEQ approval, a smaller pipe diameter than required per ODEQ 252 656-5-2 above may be approved (but not less than 8 inches) if:
 - a. The available ground slope or an obstruction dictates a different pipe diameter to meet the slope/velocity criteria.
 - b. A smaller diameter pipe (but not smaller than 8-inch) will provide better hydraulic flow characteristics than the larger pipe (i.e., greater depth of flow, higher velocity, etc.). The applicant must furnish computations and compare the hydraulic conditions in the pipe at average, high and low flow conditions. Computations shall show capacity in the pipe at projected peak flow conditions.

7.3.D Manhole Sizes and Construction

1. Precast Reinforced Concrete Manholes
 - a. The standard internal diameter of a manhole shall be 4-feet. Non-standard internal diameters of five 5-feet, 6-feet, and 7-feet may be constructed when specified or called for on the plans.
 - b. Manholes shall be constructed pursuant to ASTM C-478. The minimum wall thickness shall be as specified in the following table or not less than 1/12 of the internal diameter of the largest cone or riser section or 5-inches, whichever is greater.

Table 7.1: Minimum Wall Thickness by Manhole Diameter

Manhole Internal Diameter (feet)	Minimum Wall Thickness (inches)
4	5
5	5
6	6
7	7
8	8

2. Manholes shall be installed at the end of each line; at all changes in grade, size, or alignment; at all intersections; and at distances not greater than 400-feet. Cleanouts shall not be substituted for manholes nor installed at the end of laterals longer than 250-feet. Lampholes are not permitted within the City.
3. Drop manhole. A drop pipe is required for all sewer lines entering a manhole at an elevation of 24-inches or more above the manhole invert. Where the difference in elevation between the incoming sewer and the manhole invert is less than 24-inches, the invert shall be filleted to prevent solids deposition. For drop pipes constructed outside the manhole, the entire outside drop connection shall be encased in concrete. Interior Drop pipes are not allowed.
4. Use Watertight covers on manholes that may become submerged.
5. Perform leakage test per ASTM C1244/C1244M-20
6. Inverts: Construct invert channels to provide a smooth waterway with no disruption of flow at the connection between the pipe and manhole. The channel depth at the point where a pipe connects to the manhole wall, for pipes 24 inches in diameter and smaller, must be a minimum of 3/4 of the diameter of the pipe, with the top of the channel being a smooth transition between the inlet and outlet pipe connections. For manholes connecting to larger pipe diameters, the channel depth must be equal to the full pipe diameter. Changes in flow direction must be constructed using smooth, long radius sweeps. Inlet and outlet pipe grades must be carried through the centerline of the manhole with a minimum slope of 2.5 percent between the inlet and outlet pipe inverts or 0.10 feet, whichever is greater. Where wastewater lines enter the manhole above the outlet flowline, the invert must be filleted to the flowline of the manhole.
7. Inlet and outlet pipes. Join inlet and outlet pipes to the manhole with a gasket or other flexible watertight connection that allows for differential settlement of the pipe and manhole wall.
8. Bases. Manhole bases shall be at least 8-inches thick, with a diameter 8-inches more than the largest outside diameter of the manhole. Construct with leakproof joints between the base and manhole.

9. Manhole top shall extend 1 foot above the 100-year elevation. Any manholes in the floodplain shall be watertight, no masonry.

7.3.E Pipe Material

1. Unless otherwise specified, all pipes and fittings shall adhere to AWWA Standards in as referenced here:
 - a. AWWA C104 Standard for Cement Mortar Lining for Ductile Iron Pipe and Fittings
 - b. AWWA C105 Standard for Polyethylene Encasement for Ductile Iron Piping
 - c. AWWA C110 Standard for Ductile Iron and Gray Iron Fittings
 - d. AWWA C111 Standard for Rubber Gasket Joints for Ductile Iron Pipe and Fittings
 - e. AWWA C150 Standard for Thickness Design of Ductile Iron Pipe
 - f. AWWA C151 Standard for Ductile Iron Pipe
 - g. AWWA C153 Standard for Ductile-Iron Compact Fittings for Water Service
 - h. AWWA C600 Standard for Installation of Ductile Iron Water Mains and Appurtenances
 - i. AWWA C606 Grooved and Shouldered Joints
 - j. AWWA M55 Standard for HDPE Design
 - k. AWWA C906 Polyethylene (PE) pressure pipe and fittings, 4 in through 64 in, for water distribution.
 - l. ASTM D2729 Standard Specification of Polyvinyl Chloride (PVC) Sewer Pipe and Fittings.
2. Allowable Carrier Pipe Material shall be the following, unless otherwise approved by the City Engineer:
 - a. PVC or HDPE
 - b. Pipe shall be specified to DIPS.
 - c. HDPE pipe shall be installed and specified with no internal beads.

7.3.F Pipe Embedment, Excavation, and Backfill

1. All embedment material shall be 1-1/2-inch Type A Aggregate Base placed and compacted in 6-inch lifts to 95 percent of Standard Proctor Density or Relative Density as determined by ASTM D4253 to 6 inches above top of pipe.
2. Trench width shall be pipe outside diameter plus 12-inches both sides of the pipe.
3. Bedding of pipe shall be granular embedment, not compacted.

4. Backfill material underneath pavement areas shall be Aggregate Base Coarse compacted to 95 percent Standard Proctor Density (ASTM D698).
5. Backfill material not underneath pavement areas shall be native material compacted to 95 percent.

7.3.G Cleanouts

1. Cleanouts shall not be substituted for manholes nor installed at the end of laterals longer than 250-feet. Lampholes are not permitted within the City. Cleanouts shall be flushed with the ground and designed to prevent damage from vehicular traffic.

7.3.H Wastewater Construction Standards

1. Lay sewers in straight alignment with uniform grade between manholes. Protect all pipe from traffic load damage.
2. Install metal tracer wire on all piping.
3. Trench.
 - a. The width of the trench shall be ample to allow the pipe to be laid and joined properly and to allow the backfill to be placed and compacted as needed.
 - b. Excavation of trenches shall meet the requirements of Occupational Safety and Health Administration (OSHA) CFR 1926.651
 - c. Provide a minimum clearance of 4-inches between all pipe and any large stones, ledge rock, or boulders.
4. Separation
 - a. Sanitary sewers located in the street right-of-way shall be located on opposite sides of the streets from potable water lines and shall comply with the following:
 - b. Horizontal separation. Sanitary sewers shall be at least:
 - 50-feet from petroleum product tanks unless constructed of ductile iron pipe which shall be no closer than 10-feet (joint material shall be resistant to petroleum products).
 - 300-feet from a public water supply well.
 - 50-feet from a private water well.
 - 10-feet from any existing or proposed water main.
 - 5-feet from electrical lines and petroleum lines.
 - Vertical separation (crossings). Sanitary sewers and sewer service lines shall cross at least 24-inches above or below water mains, and the crossing section centered so that the joints will be as far as possible from the water mains.

c. Special Conditions:

- When it is impossible to obtain proper horizontal and vertical separation from water lines as stipulated above, design and construct the sanitary line equal to water pipe, and pressure test it to assure water tightness of joints adjacent to the water line prior to backfilling, or provide concrete encasement of new line.

5. Depth of Cover:

- a. The pipe shall be laid at an elevation that will provide, after completion, a minimum depth of cover over the top of pipe of 30-inches below the surface.
 - b. The maximum depth of cover shall be determined by the slope of the pipeline grade, and approved by the City Engineer.
6. Sanitary sewer and sewer service lines shall not be laid in the same trench as water mains and/or water service lines.
 7. Stream crossings - aerial. Support all joints in aerial crossings. Design crossing supports to prevent frost heave, overturning, and settlement. Use steel encasement (except around PVC pipe) or riprap where the pipe enters stream banks. Use expansion joints between above-ground and below-ground sewers and force mains, and protect them from freezing. Protect pipes that cross streams from the impact of flood waters and debris. Aerial crossings shall be designed by a licensed professional engineer registered in the State of Oklahoma.
 8. Stream crossings - below-grade. The top(s) of all sewers entering or crossing stream beds shall be at least 3-feet below the natural bottom of the stream bed. Construct or encase the crossing with steel pipe or concrete encasement using mechanical joints. Sewers shall remain watertight and free from changes in alignment or grade. Trench backfill shall be stone, coarse aggregate, washed gravel or other material that will not cause siltation.
 9. Flood plain structures. Protect sewer outfalls, headwalls, manholes, gate boxes and other structures located in flood plains from stream erosion. Locate structures so they do not interfere with the free discharge of flood flows.

7.3.1 Testing

1. Deflection test. Perform deflection tests on all flexible pipe after the final backfill has been in place at least 30 days. Deflection must not exceed 5 percent. Tests must be run using a rigid ball or mandrel with a diameter equal to 95 percent of the inside diameter of the pipe taking into account manufacturing tolerances. Tests must be performed without mechanical pulling devices. Specify the applicable ASTM standard for the test to be used.
2. Leakage test. Leakage tests are required for all gravity lines. Hydrostatic tests must use a 2-foot test head and leakage inward or outward must not exceed 10

gallons per inch of pipe diameter per mile per day. Specify the applicable ASTM standard for the test to be used. The procedures listed in the Handbook of PVC Pipe, Uni-Bell PVC Pipe Association, 2001 may be used for PVC pipe. An air test result must assure a leakage limit equivalent to the hydrostatic test limit.

3. Air testing of gravity piping systems shall be performed in accordance with ASTM F1417. The specified rated test pressure shall be maintained for 10 minutes to 1 hour (dependent on pipe diameter and according to ASTM F1417), but not more than 1 hour. Test pressure ratings shall not be exceeded. Consult pipe manufacturer for maximum allowable test pressure.

7.3.J Abandonment of Wastewater Mains

1. All abandoned lines must be cut, plugged, and filled with cellular grout.

7.3.K General – Lift Station

1. Lift Station shall be designed in accordance with ODEQ 252:656 Pump station design and location of lift station shall be approved by the City Engineer prior to any design work. Required design factors for pumping stations are:
 - a. Emergency plan. Provide an emergency plan for handling sewage should the lift station completely fail. Required emergency operations are in ODEQ 252:656-7-4.
 - b. Wet and dry wells must be completely separated, each with its own entrance.
 - c. Equipment accessibility and safety. Provide a suitable stairway or ladder for dry wells and for wet wells with bar screens or mechanical equipment. Adequate provision must be made to effectively protect maintenance personnel from hazards.
2. Equipment for confined space entry in accordance with OSHA and regulatory agency requirements must be provided for all wastewater pumping stations. The design of the system must protect the pump station controls and appurtenances from unauthorized access and vandalism. Provide a building or other form of protection such as fencing or access hatches with locks. The design of the system must prevent unauthorized access or vandalism to control system and equipment.
3. Equipment removal. Provide for removal of pumps, motors, and other mechanical and electrical equipment during all weather conditions. This may include when deemed necessary by the City, cranes or other lifting device.
4. Dry well dewatering. Provide a sump pump in dry wells to remove leakage or drainage. The discharge pipe shall terminate above the overflow level of the wet well and include a check valve located near the pump. Do not connect water ejectors to a potable water supply. Slope all floor and walkway surfaces to the sump. Pump seal water shall be piped to the sump.

5. Flood Protection. Wastewater pumping stations structures and electrical and mechanical equipment shall be protected from physical damage by the 100-year flood and shall not be located in a floodplain. Wastewater pumping stations shall remain fully operational and accessible during the 100-year flood. Regulations of state and federal agencies regarding flood plain obstructions shall be followed.
6. Buoyancy. Where high groundwater conditions are anticipated, buoyancy of the wastewater pumping station structures shall be considered and, if necessary, adequate provisions shall be made for protection.
7. Pump station accessibility and security. The pumping station must be readily accessible by maintenance vehicles during all weather conditions and must be located off the traffic ways of streets and alleys.
8. Pump requirements are:
 - a. Multiple units. Provide at least two pumps. With any pump out of service, the remaining pump(s) must have the capacity to handle peak daily flows.
 - b. Protect against clogging. Pump stations with screening devices shall provide for the storage and disposal of the collected material. Provide a suitable bypass where screening is installed.
 - c. Manufacturer shall be approved by the City Engineer.
9. Pump openings. Pumps, other than grinder type pumps, shall be capable of passing a 3-inch sphere. Suction piping shall be at least 4-inches in diameter. Suction lines to dry wells shall include suitable shut-off valves to allow pump removal.
10. Priming. Locate pumps so they will operate under a positive suction head under normal conditions.
11. Intake. Each pump shall have an individual intake and be designed to avoid turbulence near the intakes.
12. Pumping rates. Size pumps to prevent hydraulic surges.
13. Force main requirements are:
 - a. Diameter. Force mains shall be at least 4-inches in diameter and provide at least 2 fps velocity, with a max velocity of 8 fps.
 - b. Air relief valve. Install air relief valves at high points in force mains.
 - c. Termination. Terminate force mains at manholes and not more than 2-feet above the flow line of the receiving manhole. Design connection to reduce splashing and erosion.
14. Design pressure. Design the force main and fittings, including reaction blocking, to withstand normal pressure and pressure surges (water hammer).

15. Stream crossings. Force main construction used for stream crossings must meet applicable requirements of OAC 252:656-5-4.
16. Design friction losses. Calculate friction losses through force mains with the Hazen and Williams formula (or equivalent), using a C value of 120.
17. Controls. Locate the control system so it is not affected by turbulence of incoming flow or pump suction. Provide automatic alternation of constant speed pumps at each cycle.
18. Valves. Place suitable shutoff valves on suction and discharge lines of each pump. Place a check valve or equivalent on each discharge line, between the shut-off valve and the pump. Shut-off valves are not required on the suction side of pumps that can be removed from service without discharging.
19. Wet wells. Wet well size and control settings shall be appropriate to meet the chosen manufacturer's recommended cycling times and to avoid heat buildup in the pump motor due to frequent starting and not to exceed 30 minutes between pump off to pump on to avoid septic conditions due to excessive retention time. The effective volume of the wet well shall be based on design average flow and a filling time not to exceed 30 minutes unless the facility is designed to provide flow equalization. Slope wet well floors to the pump intake at least 1 to 1 (1:1). Covered wet wells shall have provisions for air displacement to the atmosphere.
20. Ventilation. Adequate ventilation shall be provided for all pump stations. Where the pump room is located below ground surface, mechanical ventilation is required. There shall be no interconnection between wet well and dry well ventilation systems. If the wet well must be entered to service mechanical equipment, forced ventilation is required, independent of dry well ventilation. Ventilation equipment switches shall be well marked and located at the entrance to the dry well. Intermittent operation ventilation systems shall be interconnected with the lighting system. The fan wheel(s) shall be fabricated from non-sparking material. Wet wells. Ventilation may be either continuous or intermittent. Mechanical ventilation is required if screens or mechanical equipment requiring maintenance and/or inspection are located in a wet well. Continuous ventilation shall provide at least 12 complete air changes per hour. Intermittent ventilation shall provide at least 30 complete air changes per hour. Air shall be forced into, rather than exhausted from, the wet well. Wet wells not designed for access shall have provision for air displacement to the atmosphere. The top of the pumping station shall be located higher than the 100-year flood.
21. Dry wells. Provide adequate ventilation for all dry wells. Ventilation may be either continuous or intermittent. Continuous ventilation shall provide at least six complete air changes per hour; intermittent ventilation shall provide at least 30 complete air changes per hour. Ventilation equipment switches shall be marked and located at the entrance to the dry well.

22. Water supply interconnection. There shall be no direct connection between any potable water supply and sewage pumps or piping.
23. Pressure testing/leakage testing. Test the installed pipe for leakage in accordance with the applicable ASTM standard specifications. The design working pressure of the pipe must not exceed 2/3 of the rated pressure of the pipe.
24. Suction lift pumps, the pump equipment compartment shall be above grade or offset and effectively isolated from the wet well. Wet well access shall not be through the equipment compartment. Valving shall not be located in the wet well. The combined total of dynamic suction lift at the "pump off" elevation and required net positive suction head at design operating conditions shall not exceed 22-feet.
25. Self-priming pumps shall be capable of rapid priming and repriming at the "lead pump on" elevation. Suction piping should not exceed the size of the pump suction and shall not exceed 25-feet in total length. Priming lift at the "lead pump on" elevation shall include a safety factor of at least 4-feet from the maximum allowable priming lift for the specific equipment at design operating conditions.
26. Vacuum-priming pump stations shall be equipped with dual vacuum pumps capable of automatically and completely removing air from the suction lift pump. The vacuum pumps shall be adequately protected from damage due to sewage.
27. Submersible pump station Submersible pump stations shall meet the applicable requirements under OAC 252:656-7-1 (design), except as provided in this section. Construction. Submersible pumps and motors must be designed specifically for raw sewage use, including totally submerged operation during a portion of each pumping cycle. Provide an effective method to detect shaft seal failure or potential seal failure. The motor shall be of squirrel-cage type design without brushes or other arc-producing mechanisms. Pump removal. Submersible pumps shall be readily removable and replaceable without dewatering the wet well or manually disconnecting any piping in the wet well.
28. Electrical Power supply and control. Electrical supply, control and alarm circuits shall be designed to provide strain relief and to allow disconnection from outside the wet well. Terminals and connectors shall be protected from corrosion by location outside the wet well or through use of watertight seals. If the location is not sheltered, use weatherproof equipment.
29. Controls. Locate the motor center outside the wet well. Protect it by a conduit seal or other appropriate measures meeting National Electrical Code requirements to prevent the atmosphere of the wet well from gaining access to the control center. The seal shall be so located that the motor may be removed and electrically disconnected without disturbing the seal. Must be approved by the Public Works Director for compatibility with other City Systems and SCADA.

30. Power cord. Pump motor power cords shall be designed for flexibility and serviceability under conditions of extra hard usage and shall meet the requirements of the National Electrical Code standards for flexible cords in wastewater pump stations. Power cord terminal fittings shall be corrosion-resistant and constructed in a manner to prevent the entry of moisture into the cable, provided with strain relief appurtenances and designed to facilitate field connection.
31. Valves. Valves for force mains shall be located outside the wet well in a separate enclosure. Provide drain systems for below-ground enclosures. If the valve enclosure is drained to the wet well, include a method to prevent sewage from entering the enclosure during surcharged wet well conditions.
32. Emergency operation Design. Design pumping stations to prevent bypassing of raw sewage during periods of power outage or mechanical failure. The pumping station must meet the following design conditions: an on-site standby generator with automatic means of activation in the event of a power failure; 4 hours of emergency storage at the average design flow above the alarm level; and telemetry/SCADA to the city office and plant during working hours and to the home of the person(s) in responsible charge of the lift station during off-duty hours; 24 hours of emergency storage at the average design flow above the alarm level with an audio/visual alarm system; an on-site engine-driven pump with one hour of emergency storage at design flow above the alarm level and an automatic means of activation; or portable engine-driven generator with 4 hours of emergency storage at the design flow above the alarm level, a telemetry alarm system that communicates to the person in charge of the lift station, and a transfer switch with electrical system components that comply with the National Electrical Code requirements that is pre-wired to allow for a ready connection between the lift station and the portable generator.
33. Equipment requirements.
 - a. General. The following general requirements shall apply to all internal combustion engines used to drive auxiliary pumps, service pumps and electrical generating equipment:
 - b. Engine protection. The engine must be protected from operating conditions that would result in damage to equipment. Unless continuous manual supervision is planned, protective equipment shall be capable of shutting down the engine and activating an alarm.
 - c. Size. The engine shall have adequate rated power to start and continuously operate all connected loads. The engines shall be capable of handling the peak capacity of the station.
 - d. Routine start-up. All emergency equipment shall be provided with instructions indicating the need for regular starting and running of such units at full loads.

Equipment protection. Emergency equipment shall be protected from damage due to restoration of regular electrical power. Instructions, tools and parts. Post a complete set of operational instructions, emergency procedures and maintenance schedules at the station. Provide any special tools and spare parts. Engine-driven pumping equipment. Where permanently installed or portable engine-driven pumps are used, the following requirements shall also apply:

- e. Pumping capacity. Engine-driven pump(s) shall meet the design pumping requirements unless storage capacity is available for flows beyond pump capacity. Pumps shall be designed for anticipated operating conditions, including suction lift if applicable.
 - f. Operation. The engine and pump shall be equipped for automatic start-up and operation, and for manual start-up.
34. Portable pumping equipment. Where part or all of the engine-driven pumping equipment is portable, a riser from the force main with quick-connect coupling and appropriate valving shall be provided to hook up portable pumps.
35. Telemetry. Connect a SCADA telemetry alarm system from the engine-driven pump to the wastewater treatment plant and cell phone of the person(s) in responsible charge of the lift station during off-duty hours. Engine-driven generating equipment. Where permanently installed or portable engine-driven generating equipment is used, the following requirements shall also apply. Generating capacity. Generating unit size shall be adequate to provide power for pump motor starting current and for lighting, ventilation, and other auxiliary equipment necessary for safety and proper operation of the lift station. Provide sequencing controls to start pump motors unless the generating equipment has capacity to start all pumps simultaneously with auxiliary equipment operating. Operation. Provide automatic and manual start-up and load transfer. Protect the generator from damaging operating conditions. The engine must start and stabilize at operation speed before assuming the load. Portable generating equipment. If portable generating equipment will be used, include special electrical connections.
36. Overflow basins. General construction of overflow basins shall be in accordance with ODEQ 252:656-11-3.
37. Alarm systems. Pumping stations shall have an automatic alarm system capable of alerting responsible maintenance personnel of an equipment failure before an overflow occurs, even during a power failure. If telemetry is not provided to an office manned 24 hours per day, then show an equivalent alerting capability.



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of the adoption of the Shawnee Standard Construction Details.

Background: As part of our ongoing efforts to improve and standardize development processes in Shawnee, City staff have developed a comprehensive set of Standard Construction Details to accompany the new Engineering Design Manual (EDM). These details have been crafted by City staff in collaboration with our consultant to ensure they meet the highest standards.

The purpose of the Standard Construction Details is to provide clear, consistent guidelines for construction practices within the City of Shawnee. By adopting these details, we aim to enhance the quality and uniformity of construction projects, ultimately protecting the health, safety, and welfare of our community.

While these Standard Construction Details are an integral part of the EDM, City staff propose adopting them independently to facilitate ease of future revisions. This approach will allow us to update and improve the details as needed, ensuring that they remain current with industry standards and best practices without requiring comprehensive revisions to the entire EDM.

Financial Impact: Not applicable

Attachments: Shawnee Standard Details - Adopted 10-21-2024

Staff Recommendation: Approval of the item

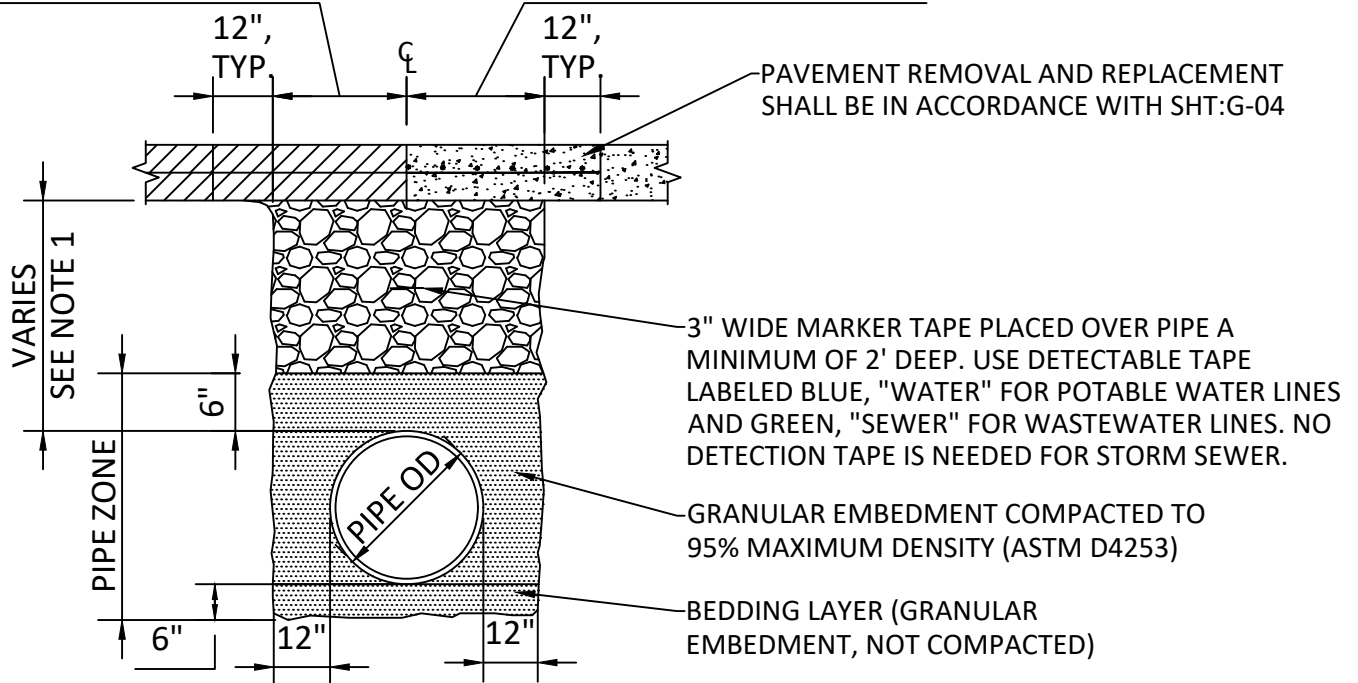
City of Shawnee, OK
Standard Construction Details

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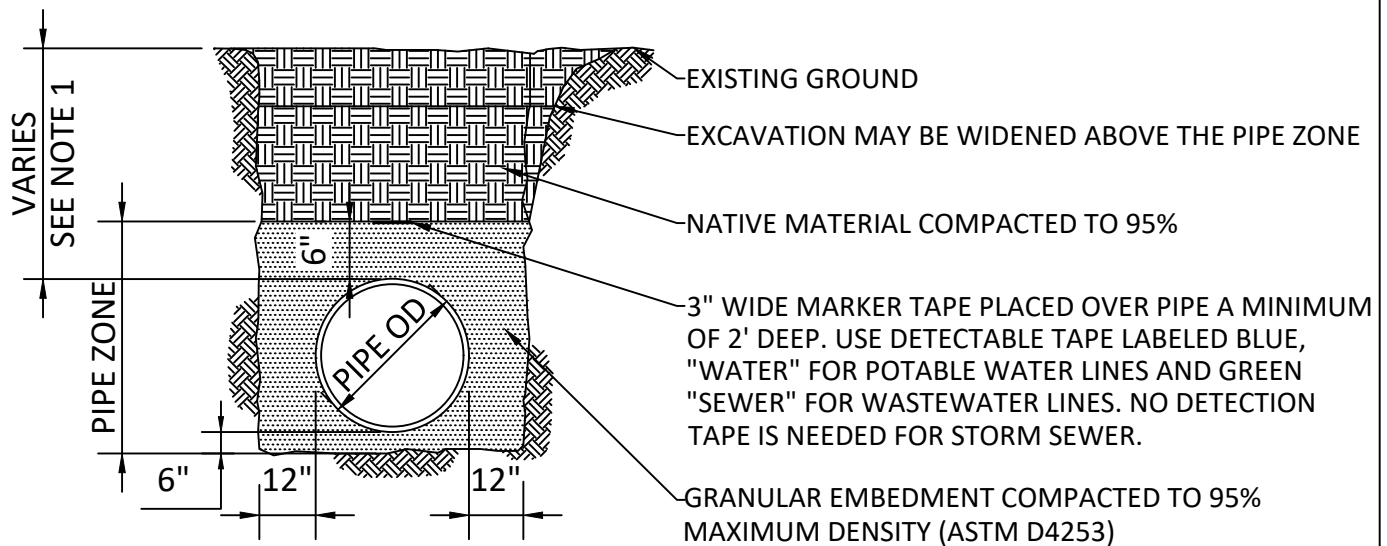
Discipline	Detail Number	Title
General	G01	Typical Bedding & Trenching For Water, Sanitary , and Storm Sewer Pipe
	G02	Typical Boring & Casing
	G03	Typical Water & Sanitary Sewer Crossing
	G04	Pavement Removal and Replacement
	G05	Standard Pavement Cuts
	G06	Standard Manhole Cover for Sanitary and Storm Sewer
Streets	ST01	Local Urban Street
	ST02	Collector Urban Street
	ST03	Arterial Urban Street
	ST04	Local Rural Street
	ST05	Collector Rural Street
	ST06	Arterial Rural Street
	ST07	Industrial Collector Street
	ST08	Alley Paving
	ST09	Standard Cul-De-Sac Configurations
	ST10	Standard Joint Layout Details (1 of 2)
	ST11	Standard Joint Layout Details (2 of 2)
	ST12	Standard Curb and Gutter
	ST13	Standard Sidewalk Details
	ST14	Standard ADA Curb Ramp Details (1 of 2)
	ST15	Standard ADA Curb Ramp Details (2 of 2)
	ST16	Standard Driveway Typical Sections
Stormwater	SW01	Junction Box With Grated Inlet
Erosion	E01	Sediment Log Inlet Protection
	E02	Construction Entrance/Exit
	E03	Silt Fence with Wiring Backing
	E04	Rock Check Dam
	E05	Sediment Filter Dike and Silt Fence
	E06	Straw Bale Concrete Washout
	E07	Soil Roughening
Utilities	WL01	Thrust Block Concrete Anchors For Water Lines
	WL02	Fire Hydrant Assembly
	WL03	Air Release Valve
	WL04	Blow Off Valve
	WL05	Gate Valve and Valve Box with Concrete Grade Ring
	WL06	Water Meter Service Connection Installation
	WL07	Water Meter Vaults 3in Up to 12in
	WW01	Precast Manhole
	WW02	Cast in Place Manhole
	WW03	Typical Service Connection Installation
	WW04	Tapping a Sanitary Sewer Line

HALF SECTION FOR ASPHALT PAVEMENT AREAS

HALF SECTION FOR OPEN CUT CONCRETE ROADS



TYPICAL TRENCH SECTION UNDER PAVEMENT



TYPICAL TRENCH SECTION

NOTES:

1. THE MINIMUM DEPTH OF EARTH COVER IS 30" FOR SANITARY SEWER, 2' FOR STORM SEWER, AND 4' FOR WATER LINES. IF 2' OF COVER CANNOT BE ACHIEVED FOR STORM SEWER, CLASS IV PIPE SHALL BE REQUIRED.
2. NATIVE MATERIAL BACKFILL CONSISTED OF EXCAVATED MATERIAL SHALL BE FREE OF ROCK LARGER THAN 2-1/2", ORGANIC MATERIAL, RUBBISH DEBRIS, AND OTHER OBJECTIONABLE MATERIAL.

TYPICAL BEDDING & TRENCHING FOR WATER, SANITARY, AND STORM SEWER PIPE

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

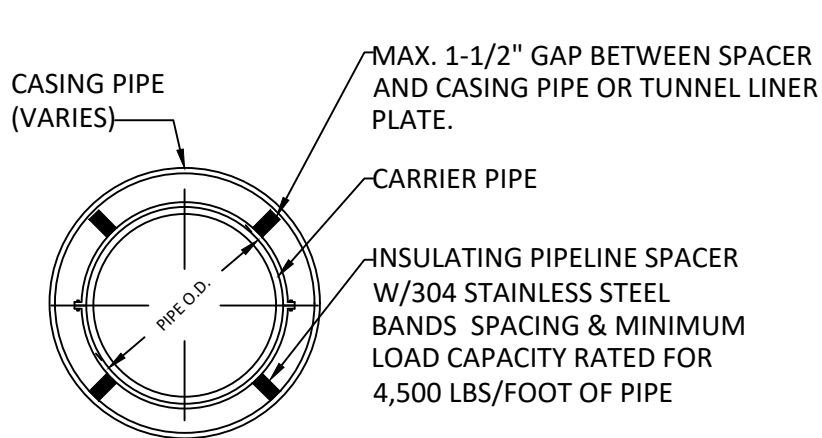
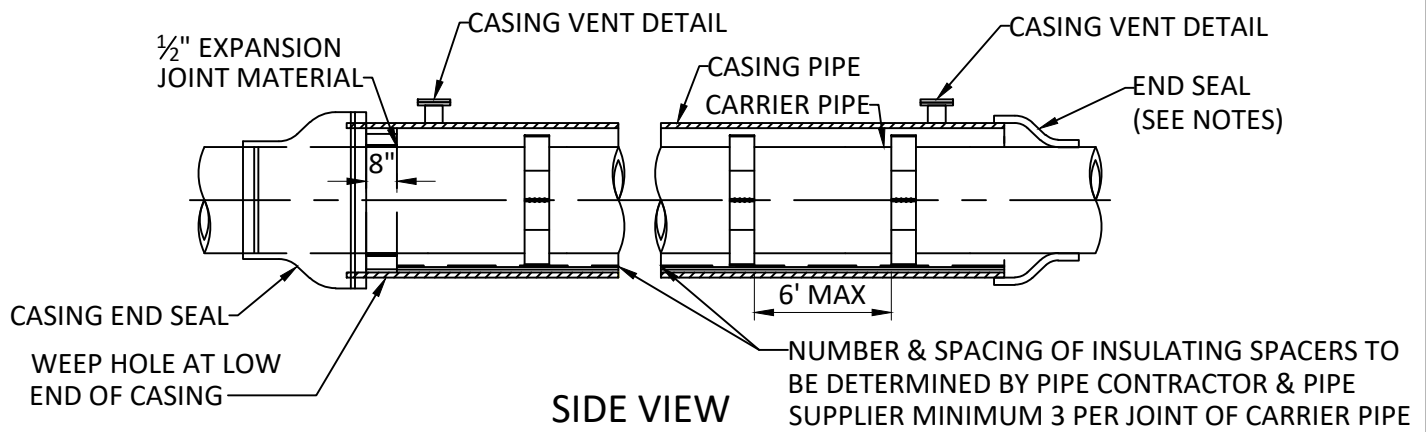
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



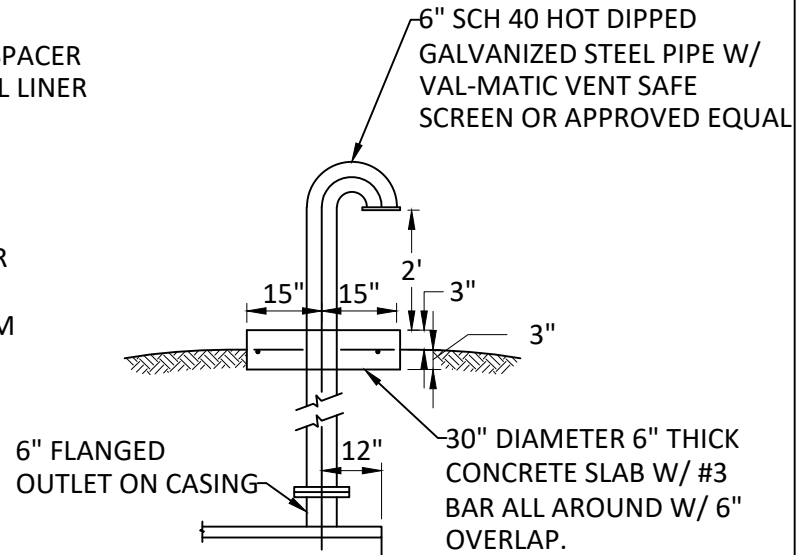
REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. G-01



TYPICAL INSTALLATION IN CASING PIPE UNDER RAILROAD



CASING VENT DETAIL

NOTES:

1. CASING SIZE SHOULD BE 1.5X OD FOR ALL MECHANICAL JOINT OR BELL AND SPIGOT PIPE AND OD +2" CLEARANCE FOR FUSED PIPES. IF CALCULATED SIZE IS NOT STANDARD, ALL CASING SIZES SHALL BE ROUNDED UP TO THE NEXT STANDARD SIZE.
2. BOTH ENDS OF THE CASING PIPE SHALL BE PLUGGED WITH A NON-SHRINK GROUT OR CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI OR GROUTED MASONRY, EACH PLUG SHALL BE A MINIMUM LENGTH OF 18". GROUTING PRESSURE SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDATIONS.
3. VENT PIPE SHALL BE INSTALLED ON BOTH ENDS OF CASING FOR BORINGS THAT CROSS STATE HIGHWAYS OR RAILROAD CROSSINGS. VENTS SHALL BE 2" DIAMETER FOR CASING SIZES LARGER THAN 30". VENTS SHALL HAVE A 90° BEND TO POINT TOWARDS THE GROUND AND SHALL BE PAINTED INTERNATIONAL ORANGE. BUG SCREEN SHALL BE INCLUDED ON THE OPEN END OF VENT PIPE.
4. STEEL CASING PIPE SHALL CONFORM WITH ASTM A-139, STANDARD SPECIFICATION FOR ELECTRIC-FUSION (ARC) - WELDED STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL SHALL BE NEW, SMOOTH WALL, CARBON STEEL, GRADE B, WITH A MINIMUM TENSILE STRENGTH AND MINIMUM THIRTY-FIVE-THOUSAND (35,000 PSI) POUNDS PER SQUARE INCH YIELD STRENGTH.

TYPICAL BORING & CASING DETAIL FOR WATER & SANITARY SEWER PIPE

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



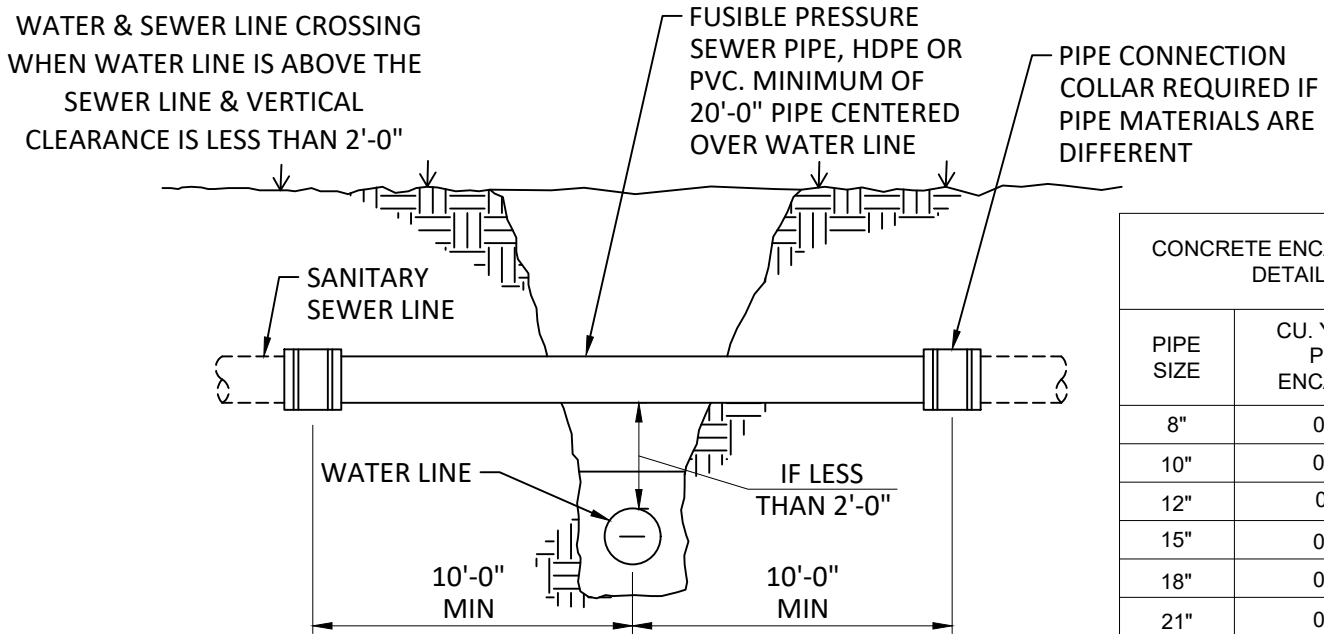
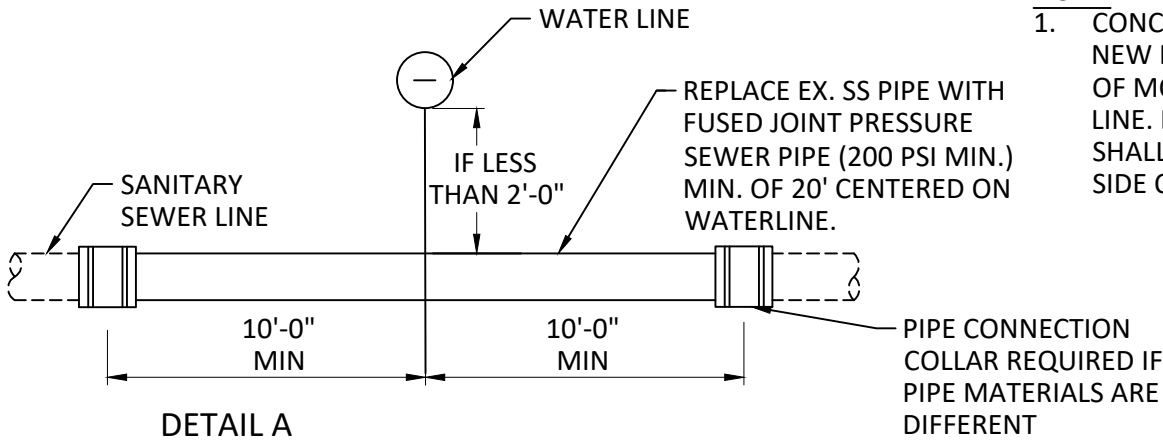
REVISION DATE: 8/26/2024

REVISION NUMBER: 01

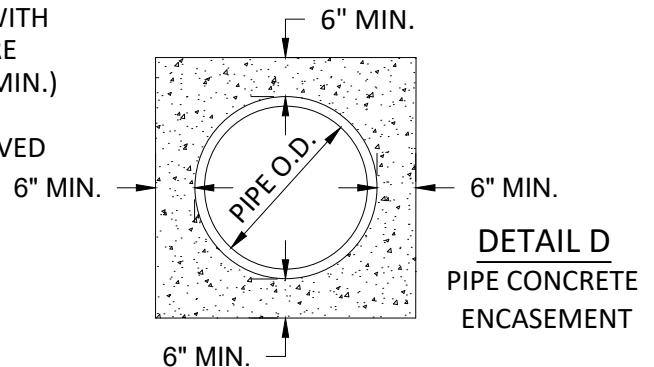
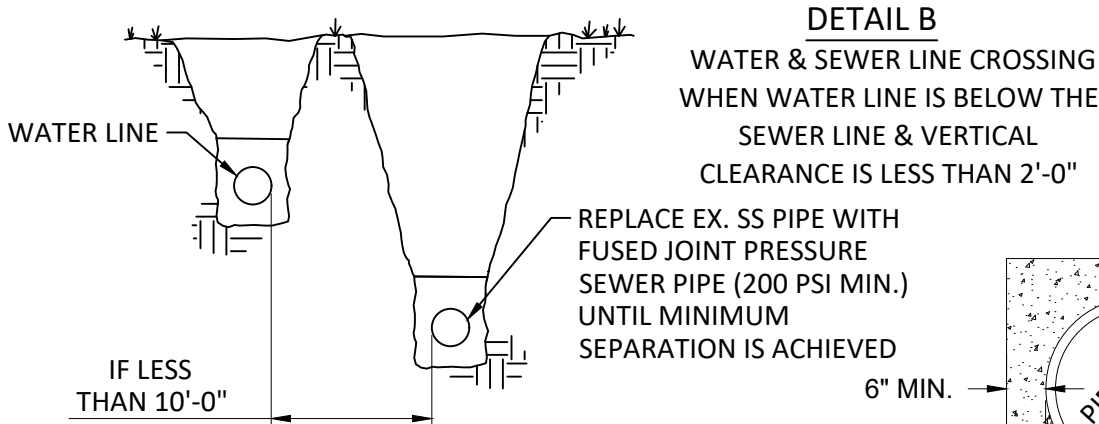
DRAWING NO. G-02

NOTE:

1. CONCRETE ENCASEMENT FOR NEW LINE CAN BE USED IN LIEU OF MODIFYING THE EXISTING LINE. ENCASEMENT EXTENTS SHALL EXTEND 5' ON EITHER SIDE OF THE EXISTING LINE.



CONCRETE ENCASEMENT DETAIL	
PIPE SIZE	CU. YD. CONC. PER L.F. ENCASEMENT
8"	0.063
10"	0.075
12"	0.0875
15"	0.106
18"	0.127
21"	0.150
24"	0.175
27"	0.197
30"	0.221
33"	0.246
36"	0.271



TYPICAL WATER & SANITARY SEWER CROSSING

APPROVED BY:

SAB

DATE: 10/21/2024

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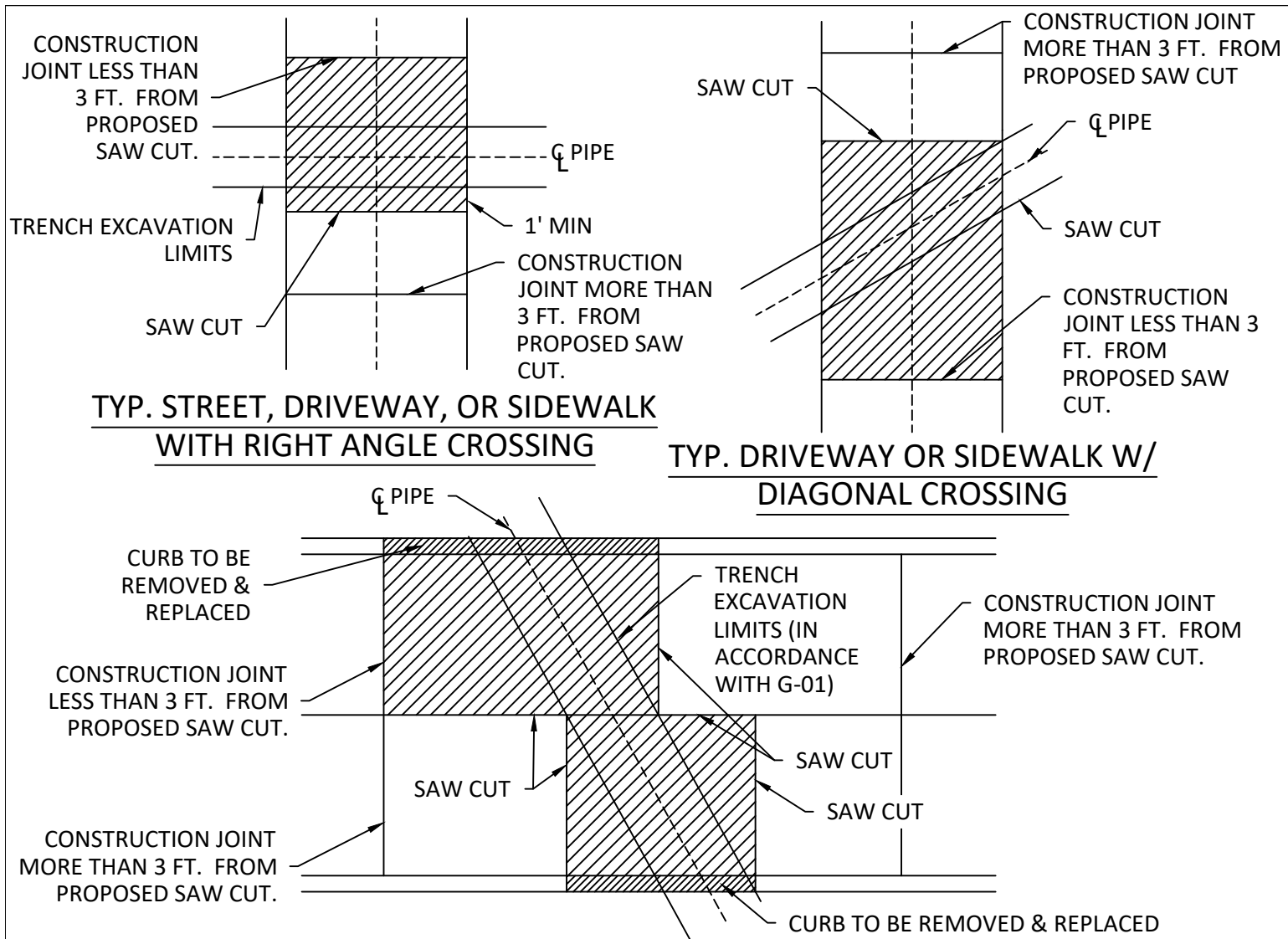
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. G-03





NOTES:

1. REMOVE AND REPLACE PAVEMENT WITHIN SHADED AREAS BOUNDED BY SAW CUTS AND/OR CONSTRUCTION JOINTS.
2. FOR DIAGONAL CROSSING, REPLACE PAVEMENT USING SQUARED CUTS, AS SHOWN. PAY QUANTITY WILL INCLUDE SQUARED AREA.
3. REMOVE AND REPLACE PAVEMENT TO CONSTRUCTION JOINT IF LESS THAN 3 FT. FROM PROPOSED SAW CUT. EXTRA AREA WILL BE INCLUDED IN PAY QUANTITY.
4. FOR LONGITUDINAL INSTALLATIONS: REMOVE AND REPLACE PAVEMENT AND CURB TO EDGE OF STREET, IF THE SAW CUT IS LESS THAN 3 FT. FROM THE OUTSIDE EDGE OF THE PAVEMENT OR CURB. AVOID SAW CUTS IN THE EXISTING WHEEL LINE. NO MORE THAN 300 L.F. OF TRENCHING WITHIN THE ROADWAY SHALL BE OPEN AT ANY TIME.
5. ALL PAVEMENT JOINTS SHALL BE REESTABLISHED IN ACCORDANCE WITH THE CITY OF SHAWNEE STANDARDS FOR PORTLAND CEMENT CONCRETE PAVEMENT. WHEN A NEW PAVEMENT SECTION IS REMOVED ALONG AN EXISTING LONGITUDINAL CONSTRUCTION JOINT, THE NEW PAVEMENT SHALL BE DOWELED TO THE PAVEMENT ADJACENT TO THE JOINT.
6. REFERENCE THE CURRENT VERSION OF THE CITY'S ENGINEERING DESIGN MANUAL FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

STANDARD PAVEMENT CUTS

APPROVED BY:

SAB

DATE: 10/21/2024

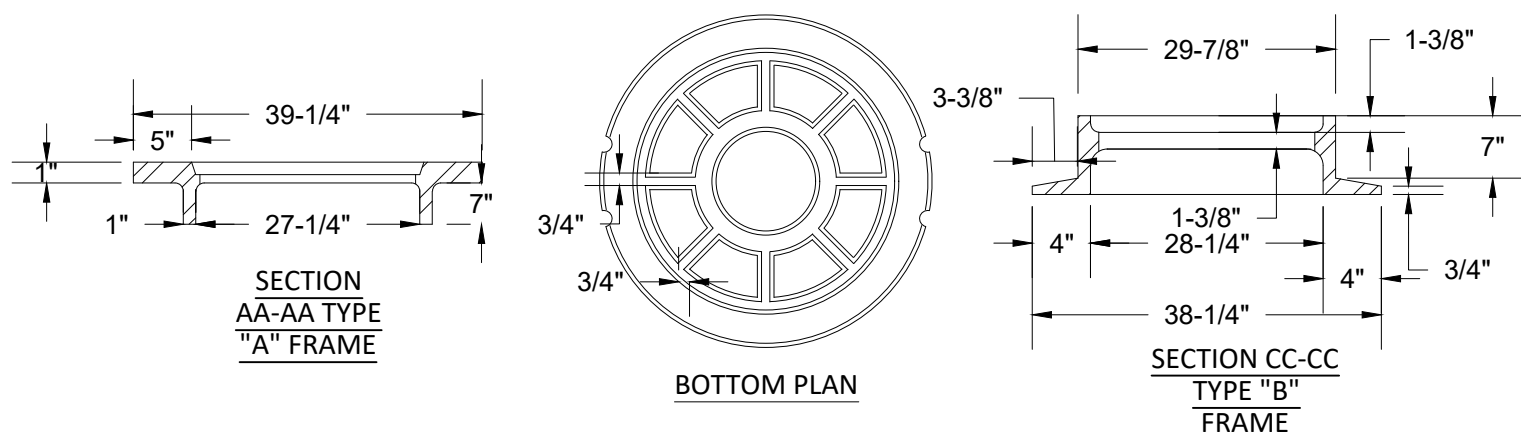
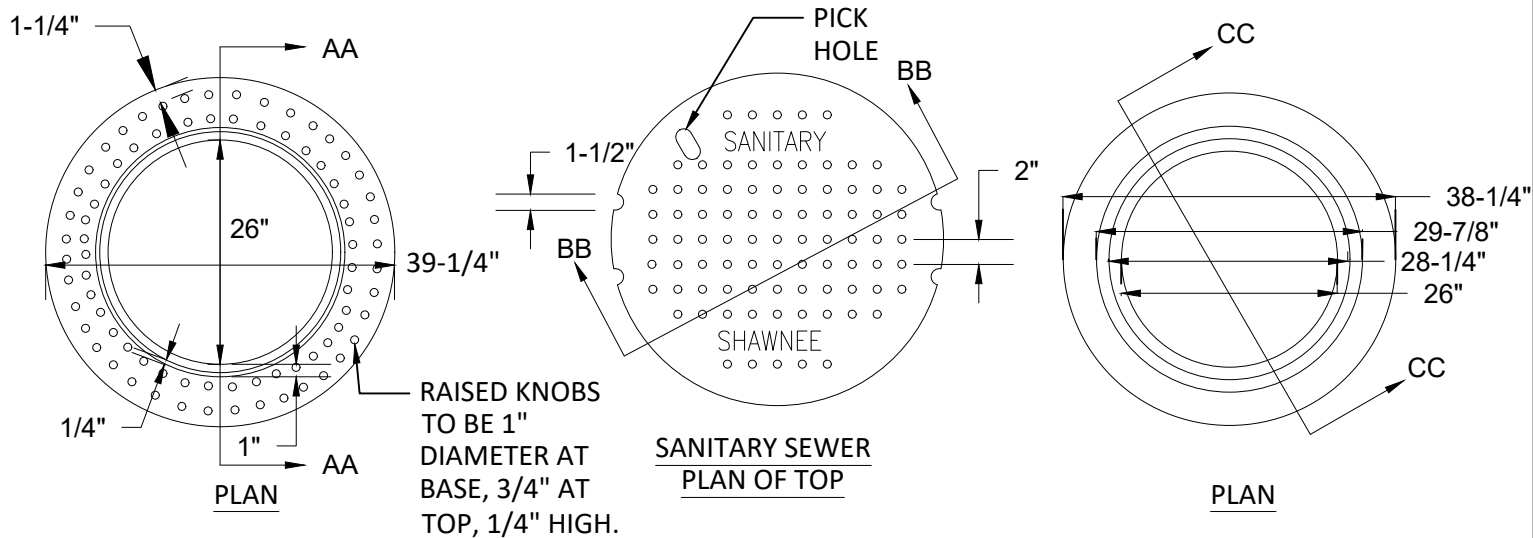
SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. G-05



NOTE:

1. FURNISHED WITH MACHINED HORIZONTAL BEARING SURFACE.
2. ALL LETTERING ON TOP OF COVER IS $1\frac{7}{16}$ "
3. RAISED KNOBS TO BE 1" DIAMETER AT BASE, $\frac{3}{4}$ " AT TOP AND $\frac{1}{4}$ " HIGH.
4. FILLETS SHALL BE 1/4" UNLESS OTHERWISE SPECIFIED.
5. CASTING SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATION FOR GREY IRON FITTINGS ASTM A-48, CLASS "30 B" FOR RINGS AND "35 B" FOR COVERS AND APPROVED STANDARD DETAILS FOR MANHOLE RINGS AND COVERS .

STANDARD MANHOLE COVER FOR SANITARY AND STORM SEWER

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

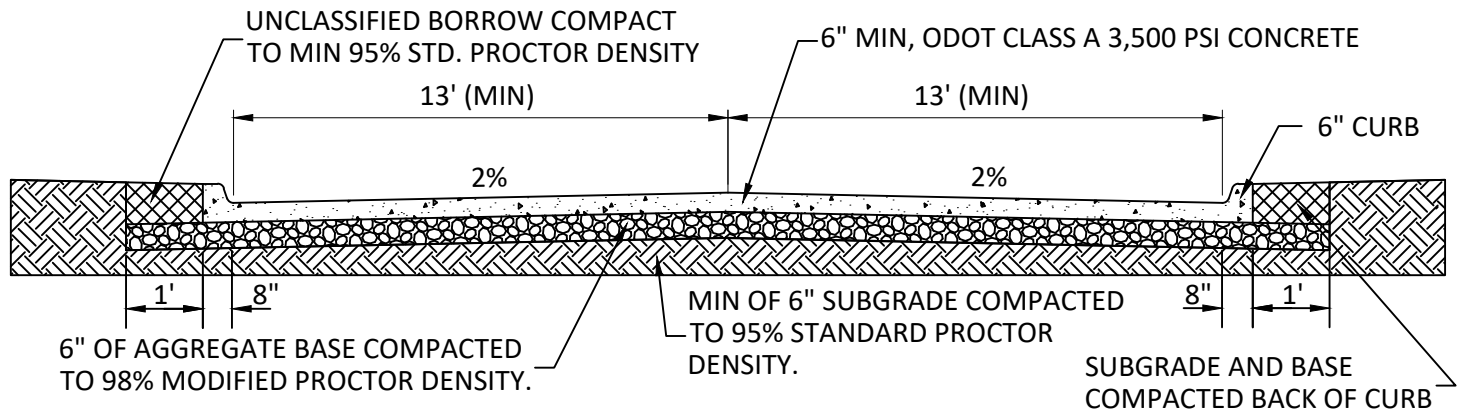
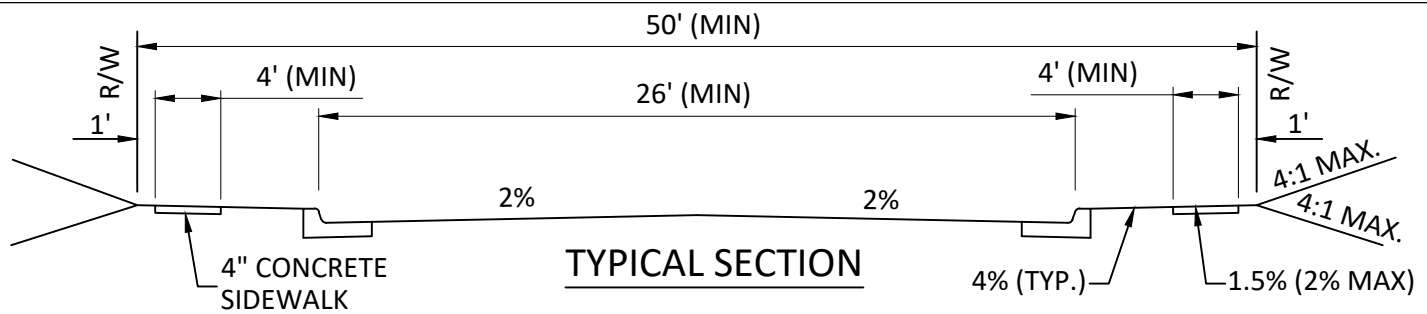
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

REVISION DATE: 8/26/2024

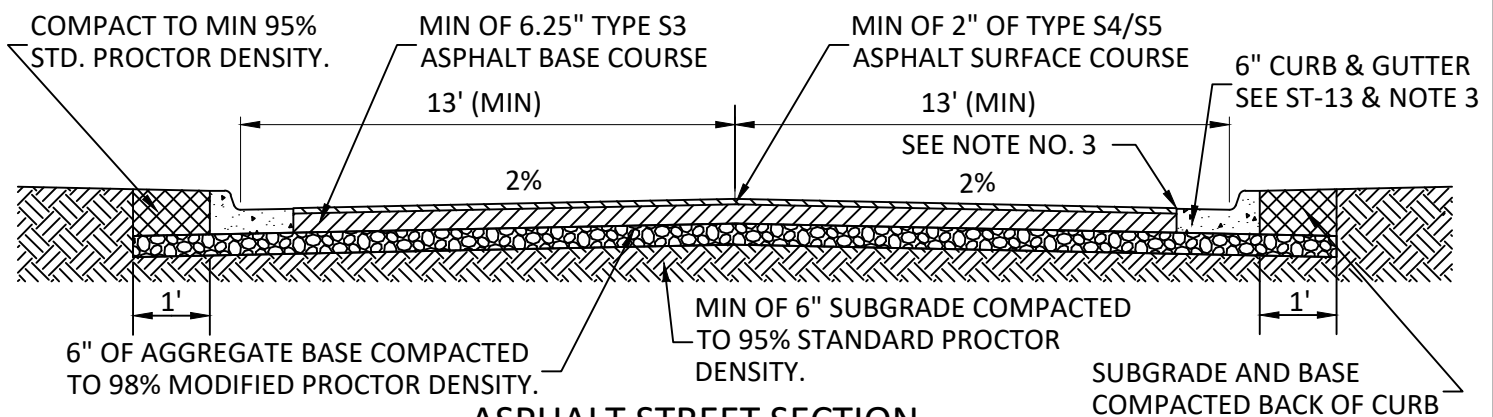
REVISION NUMBER: 01

DRAWING NO. G-06





CONCRETE STREET SECTION



ASPHALT STREET SECTION

NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MINIMUM ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
2. ALL MATERIALS, STABILIZATION, AND METHODOLOGY SHALL BE IN ACCORDANCE WITH THE CITY OF SHAWNEE, AND ODOT STANDARD SPECIFICATIONS, LATEST EDITION.
3. DOWELS REQUIRED FOR PCC PAVING 8" THICK, OR GREATER, IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS SECTION 414.04.H.
4. REFERENCE ST-11 AND ST-12 FOR CONCRETE JOINT DETAILS.
5. ALL SUBGRADE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED
6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
7. CONCRETE SHALL BE A MIN. OF CLASS A - 3,500 PSI CONCRETE.
8. RECYCLED ASPHALT PAVEMENT (RAP) SHALL NOT BE ALLOWED IN THE SURFACE COURSE OF ASPHALT PAVEMENT.

LOCAL (URBAN) STREET

APPROVED BY:

S.B.

DATE: 10/21/2024

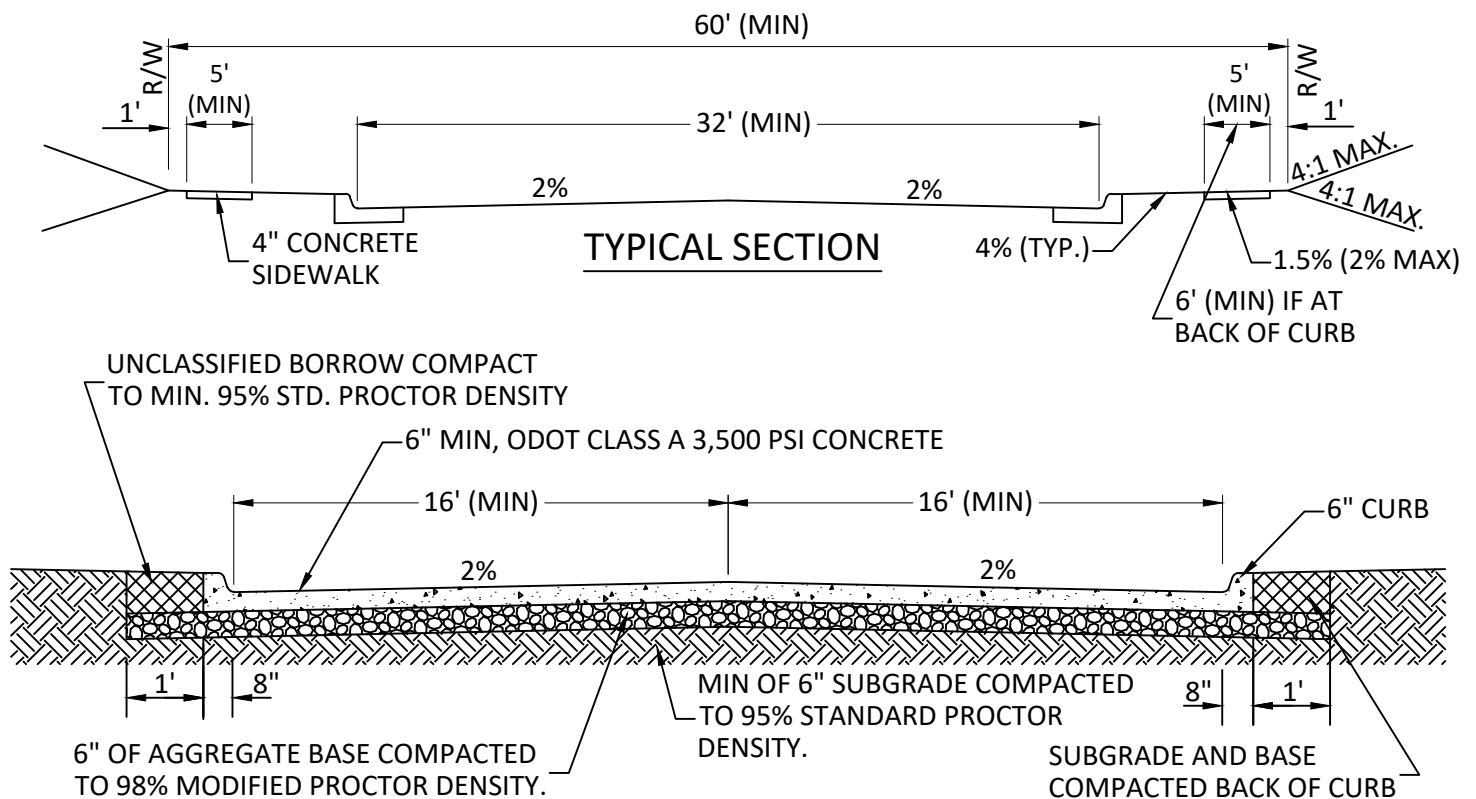
SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

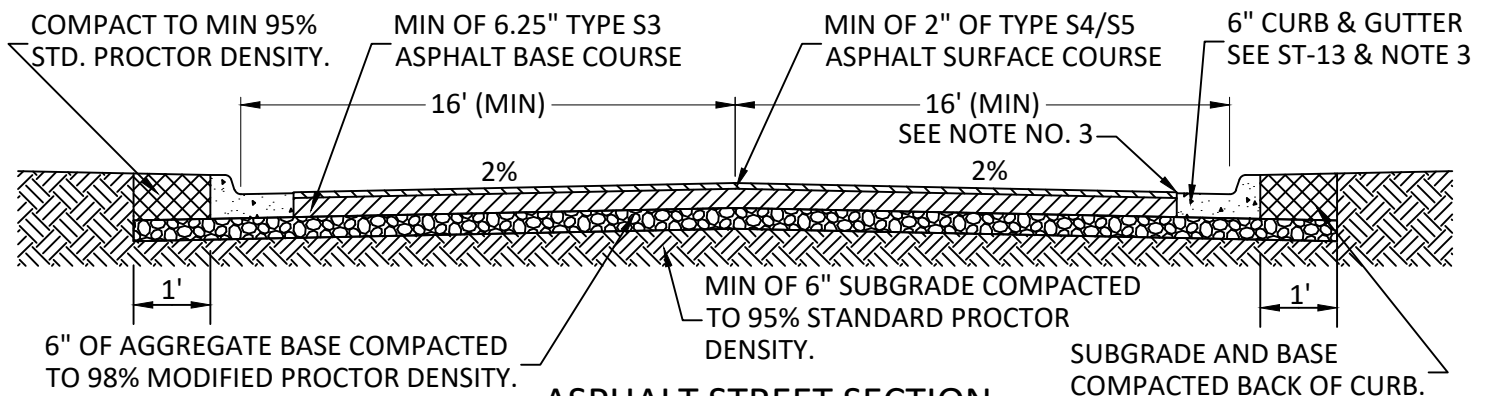


REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. ST-01



CONCRETE STREET SECTION



ASPHALT STREET SECTION

NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MINIMUM ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
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3. DOWELS REQUIRED FOR PCC PAVING 8" THICK, OR GREATER, IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS SECTION 414.04.H.
4. REFERENCE ST-11 AND ST-12 FOR CONCRETE JOINT DETAILS.
5. ALL SUBGRADE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED
6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
7. CONCRETE SHALL BE A MIN. OF CLASS A - 3,500 PSI CONCRETE.
8. RECYCLED ASPHALT PAVEMENT (RAP) SHALL NOT BE ALLOWED IN THE SURFACE COURSE OF ASPHALT PAVEMENTS.

COLLECTOR (URBAN) STREET

APPROVED BY:

S.B.

DATE: 10/21/2024

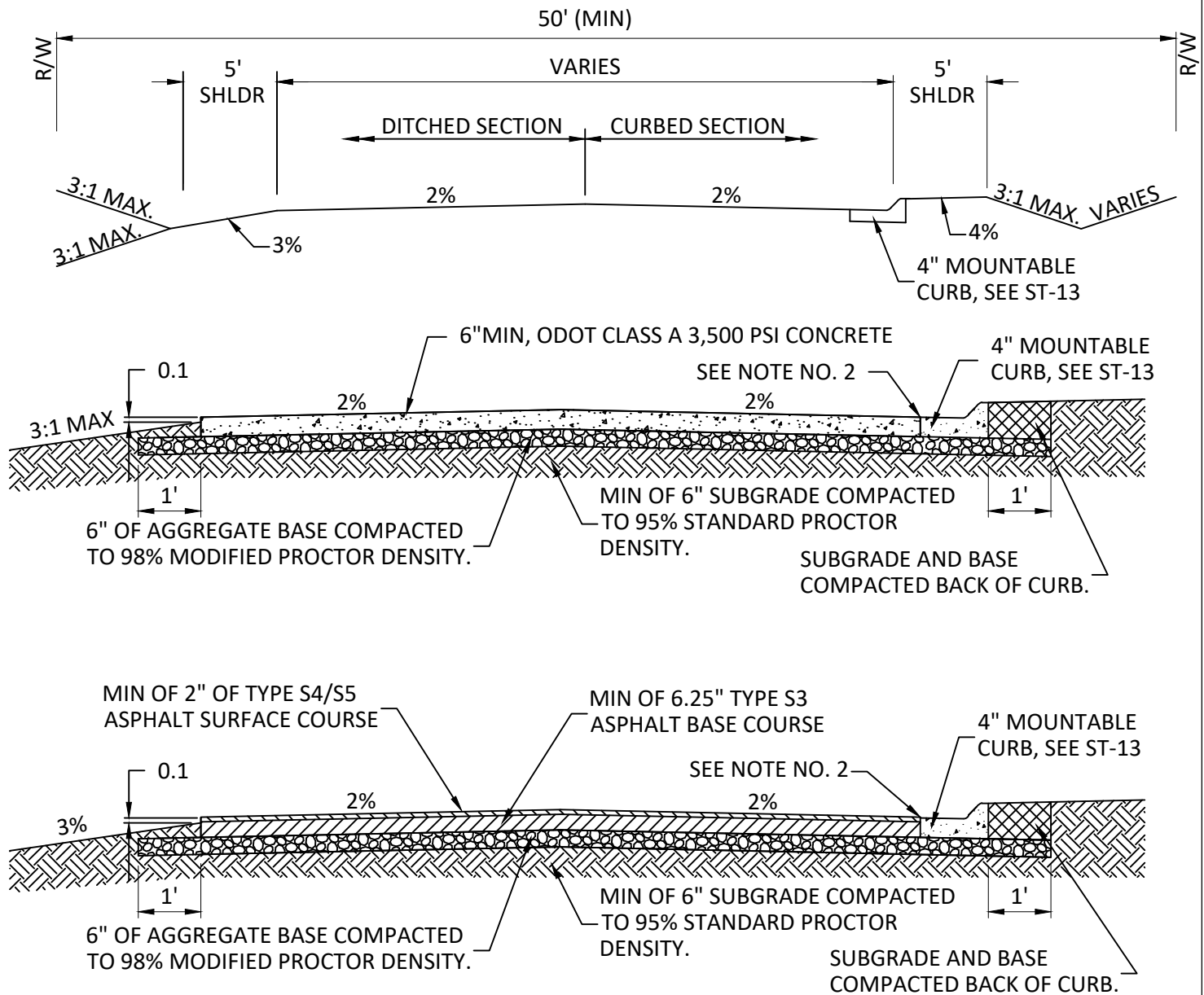
SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. ST-02



NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MINIMUM ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
2. ALL MATERIALS, STABILIZATION, AND METHODOLOGY SHALL BE IN ACCORDANCE WITH THE CITY OF SHAWNEE, AND ODOT STANDARD SPECIFICATIONS, LATEST EDITION.
3. DOWELS REQUIRED FOR PCC PAVING 8" THICK, OR GREATER, IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS SECTION 414.04.H.
4. REFERENCE ST-11 AND ST-12 FOR CONCRETE JOINT DETAILS.
5. ALL SUBGRADE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED
6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
7. CONCRETE SHALL BE A MIN. OF CLASS A - 3,500 PSI CONCRETE.
8. RECYCLED ASPHALT PAVEMENT (RAP) SHALL NOT BE ALLOWED IN THE SURFACE COURSE OF ASPHALT PAVEMENTS.

LOCAL (RURAL) STREET

APPROVED BY:

SAB

DATE: 10/21/2024

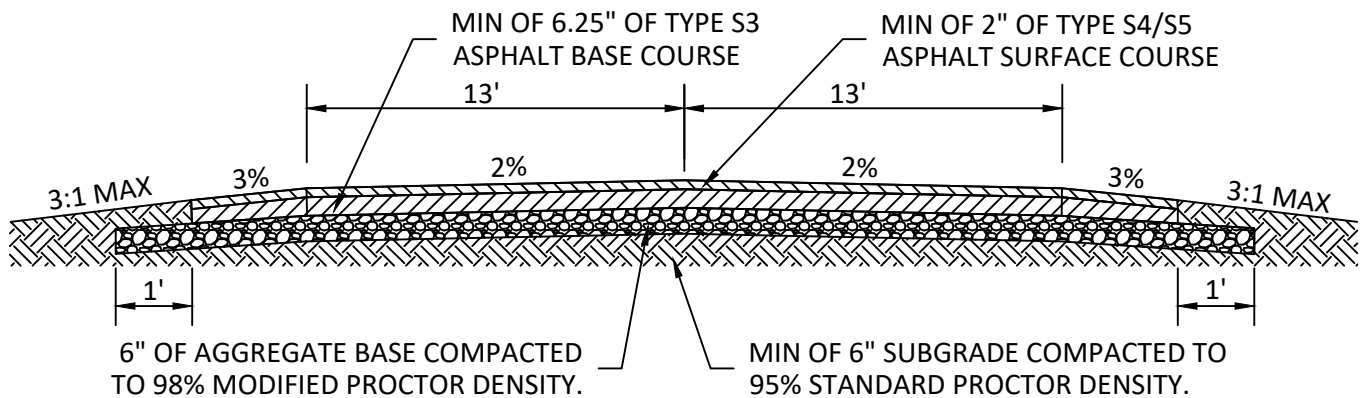
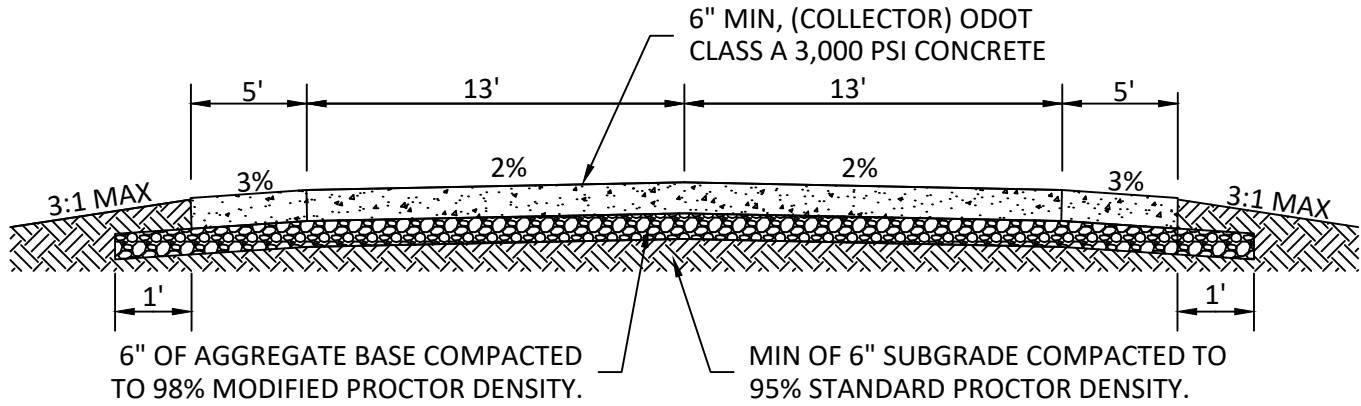
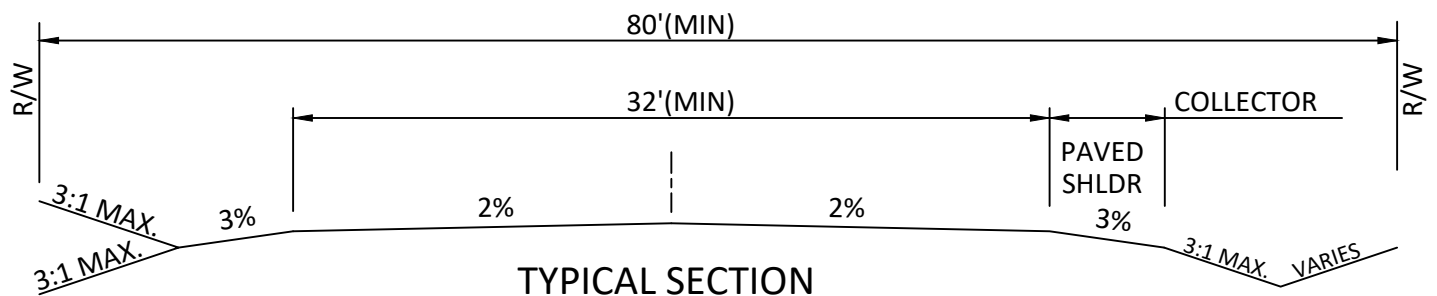
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CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. ST-04



NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MINIMUM ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
2. ALL MATERIALS, STABILIZATION, AND METHODOLOGY SHALL BE IN ACCORDANCE WITH THE CITY OF SHAWNEE, AND ODOT STANDARD SPECIFICATIONS, LATEST EDITION.
3. DOWELS REQUIRED FOR PCC PAVING 8" THICK, OR GREATER, IN ACCORDANCE WITH ODOT STANDARD SPECIFICATIONS SECTION 2414.04.H.
4. REFERENCE ST-11 AND ST-12 FOR CONCRETE JOINT DETAILS.
5. ALL SUBGRADE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED
6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
7. CONCRETE SHALL BE A MIN. OF CLASS A - 3,500 PSI CONCRETE.
8. RECYCLED ASPHALT PAVEMENT (RAP) SHALL NOT BE ALLOWED IN THE SURFACE COURSE OF ASPHALT PAVEMENTS.

COLLECTOR (RURAL) STREET

APPROVED BY:

S.B.

DATE: 10/21/2024

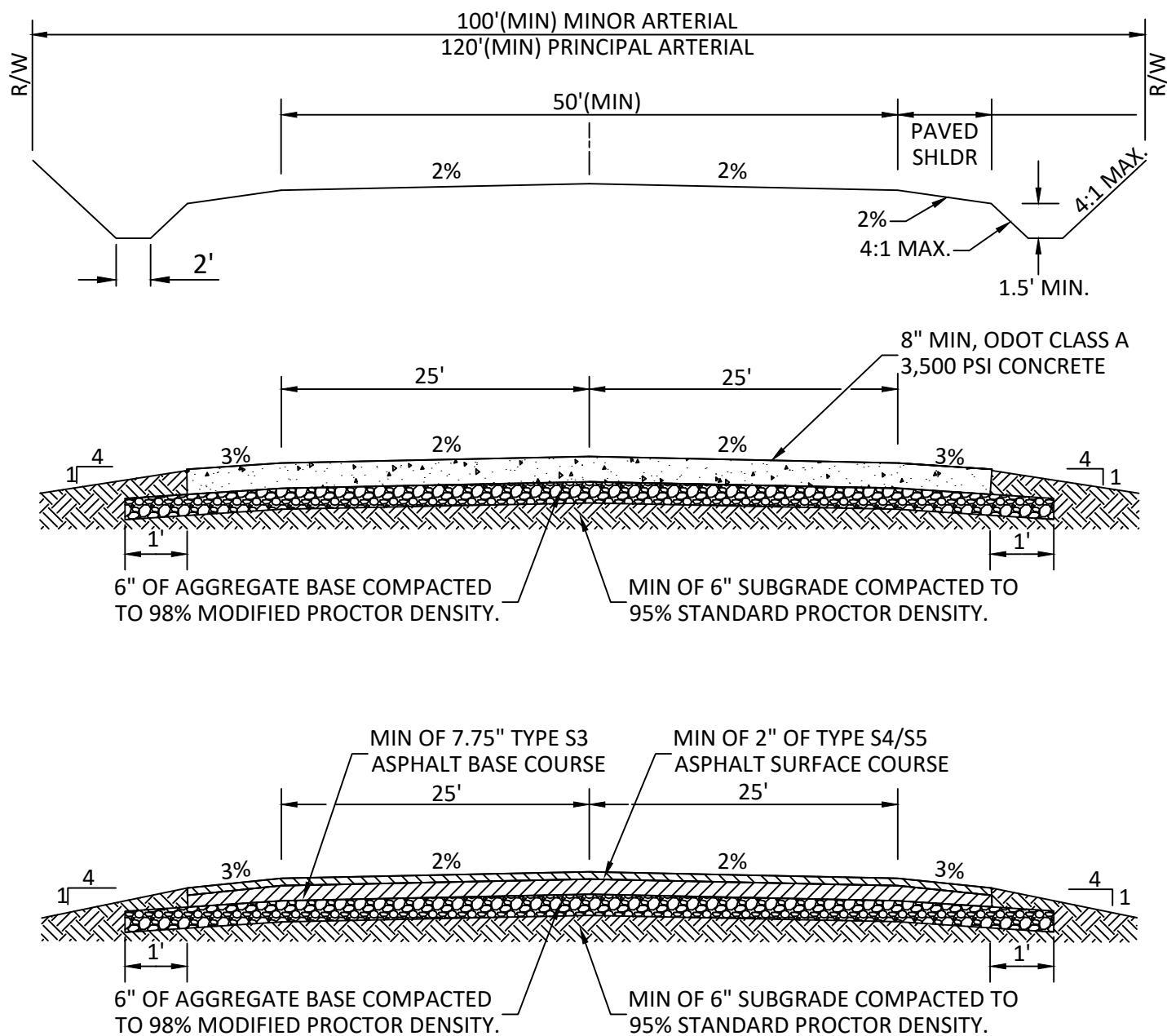
SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. ST-05



NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MIN. ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
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8. RECYCLED ASPHALT PAVEMENT (RAP) SHALL NOT BE ALLOWED IN THE SURFACE COURSE OF ASPHALT PAVEMENTS.

ARTERIAL (RURAL) STREET

APPROVED BY:

S.B.

DATE: 10/21/2024

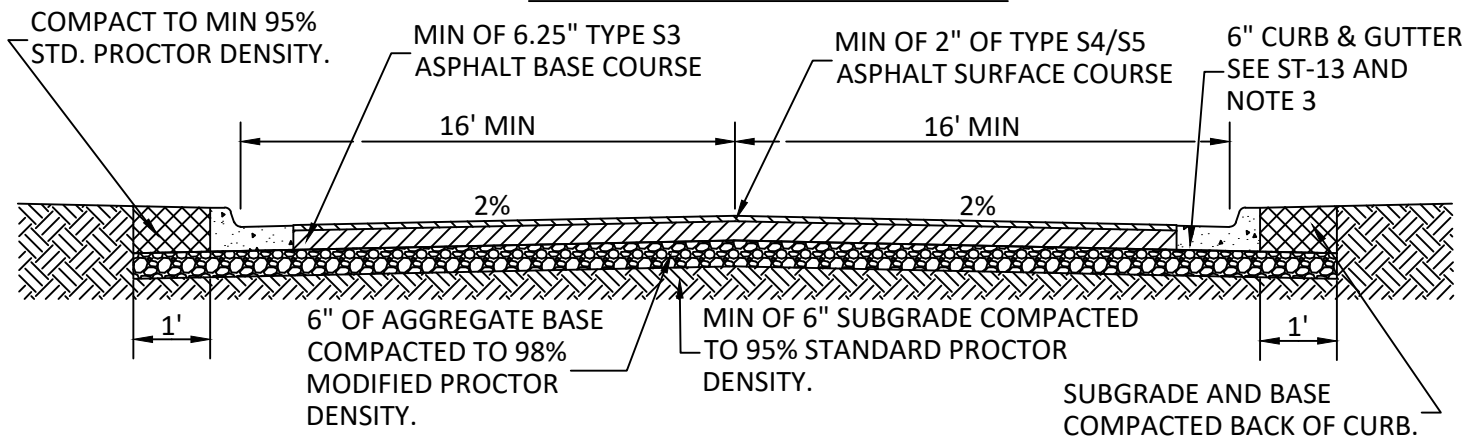
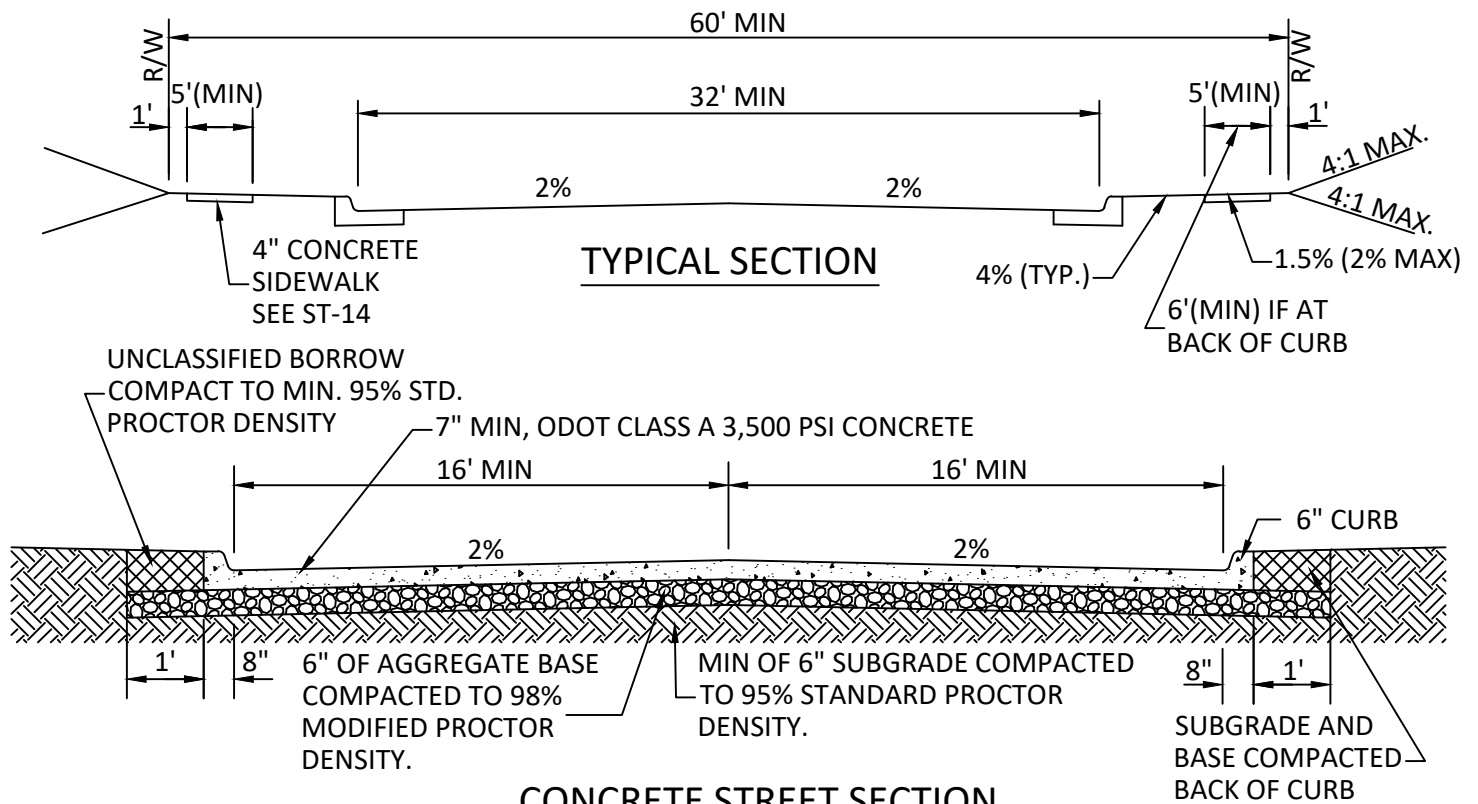
SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. ST-06



NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MINIMUM ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
2. ALL MATERIALS, STABILIZATION, AND METHODOLOGY SHALL BE IN ACCORDANCE WITH THE CITY OF SHAWNEE, AND ODOT STANDARD SPECIFICATIONS, LATEST EDITION.
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4. REFERENCE ST-11 AND ST-12 FOR CONCRETE JOINT DETAILS.
5. ALL SUBGRADE SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY UNLESS OTHERWISE NOTED
6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
7. CONCRETE SHALL BE A MIN. OF CLASS A - 3,500 PSI CONCRETE.
8. RECYCLED ASPHALT PAVEMENT (RAP) SHALL NOT BE ALLOWED IN THE SURFACE COURSE OF ASPHALT PAVEMENTS.

INDUSTRIAL COLLECTOR STREET

APPROVED BY:

S.B.

DATE: 10/21/2024

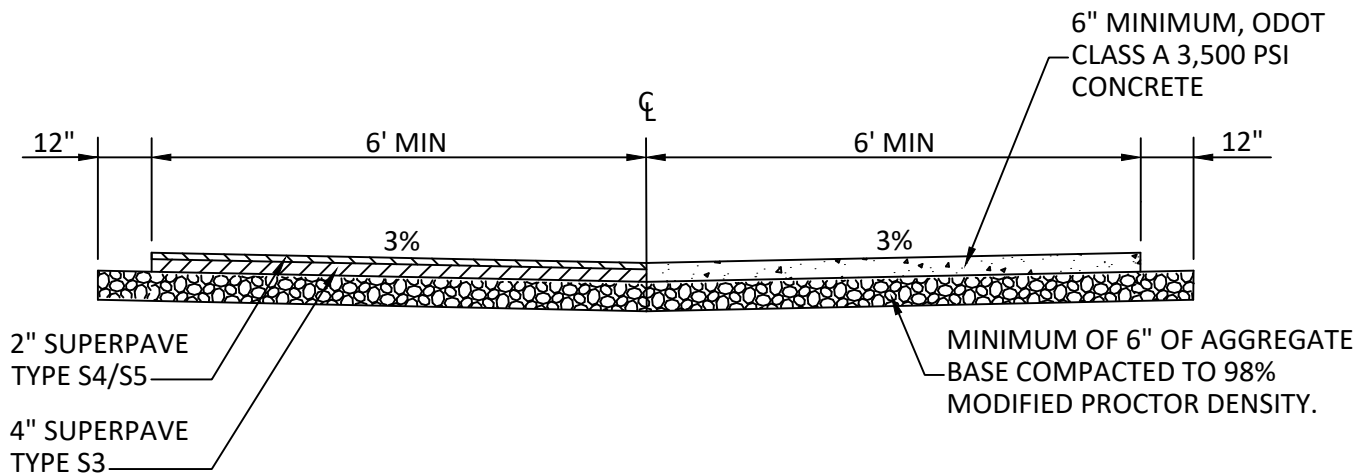
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ENGINEERING DEPARTMENT

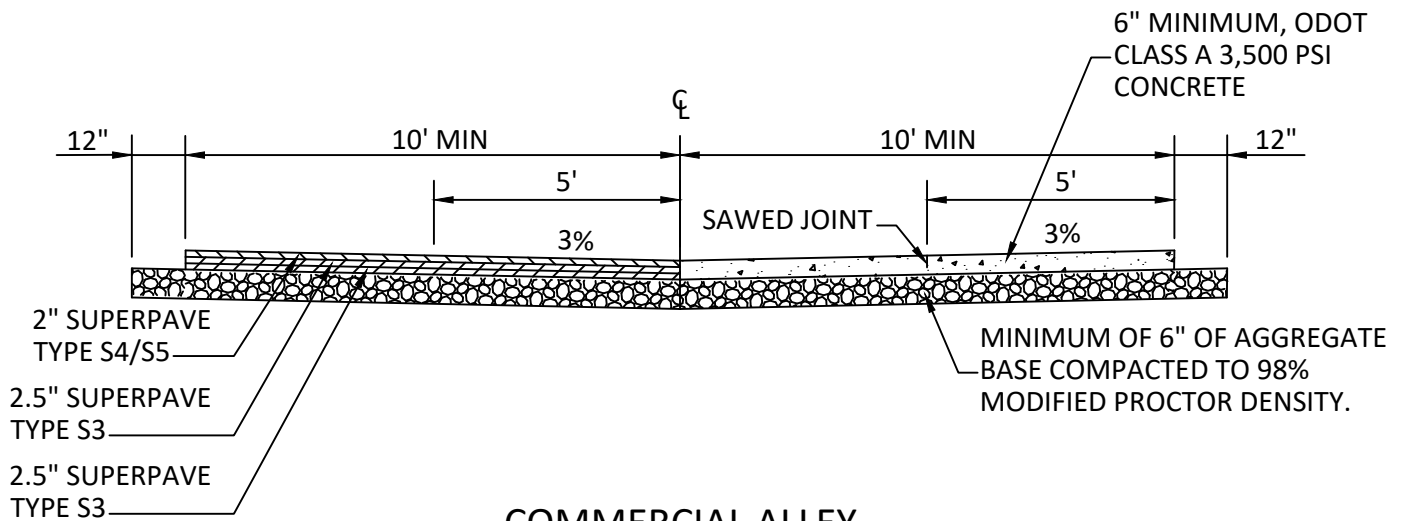


REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. ST-07



RESIDENTIAL ALLEY



COMMERCIAL ALLEY

NOTES :

1. PAVING SECTIONS SHOWN REPRESENT THE MIN. ALLOWED. STREET PAVING SHALL BE DESIGNED IN ACCORDANCE WITH AASHTO METHODOLOGY.
2. ALL MATERIALS, STABILIZATION, AND METHODOLOGY SHALL BE IN ACCORDANCE WITH THE CITY OF SHAWNEE, AND ODOT STANDARD SPECIFICATIONS, LATEST EDITION.
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6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
7. CONCRETE SHALL BE A MIN. OF CLASS A - 3,500 PSI CONCRETE.
8. ALLEY PAVING LONGITUDINAL AND TRANSVERSE GRADES SHALL BE DESIGNED AND CONSTRUCTED TO PREVENT PONDING OF WATER ON THE PAVEMENT INCLUDING TRANSITIONS TO TIE TO STREETS AT EACH END OF THE ALLEY.

ALLEY PAVING

APPROVED BY:

S.B.

DATE: 10/21/2024

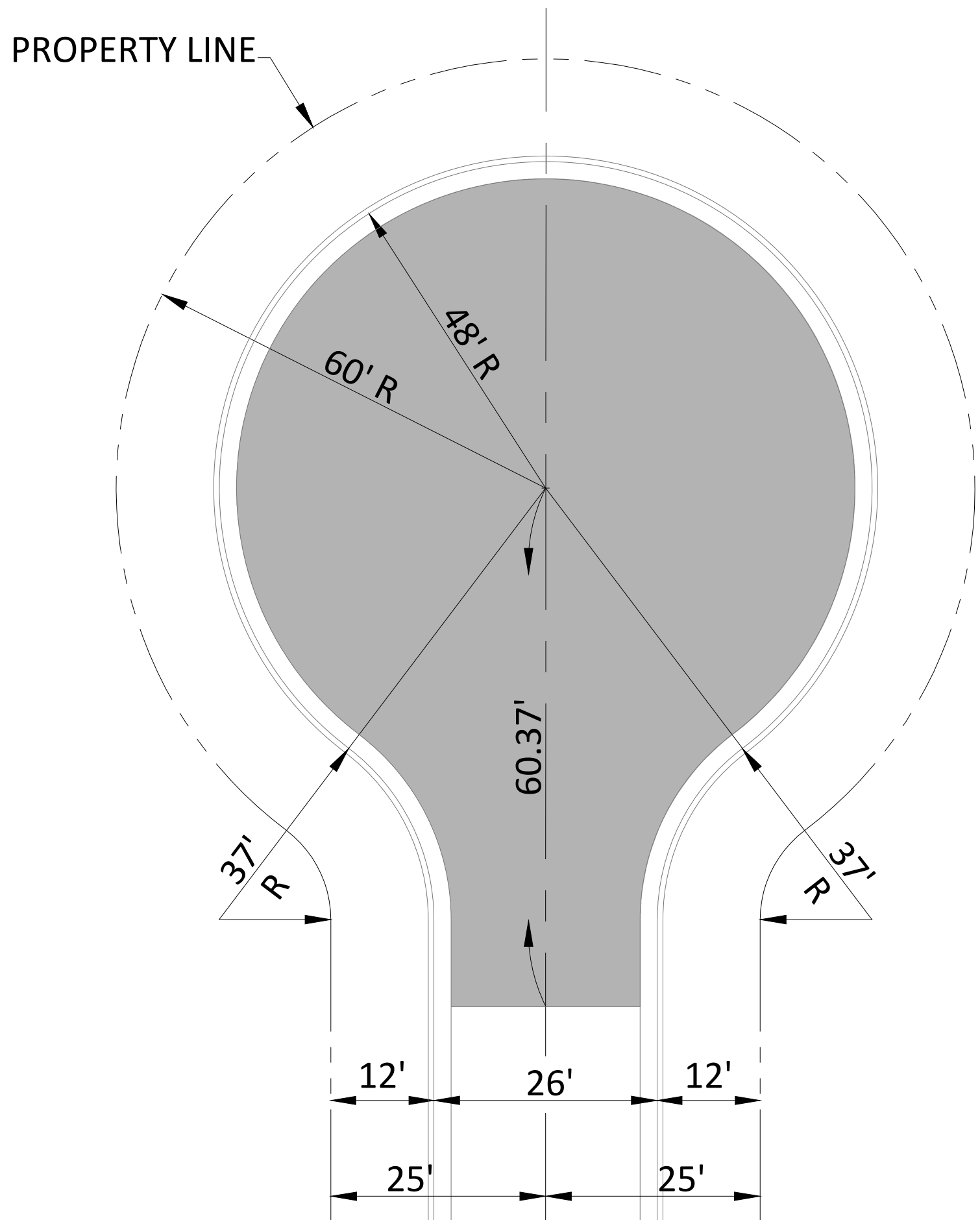
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ENGINEERING DEPARTMENT

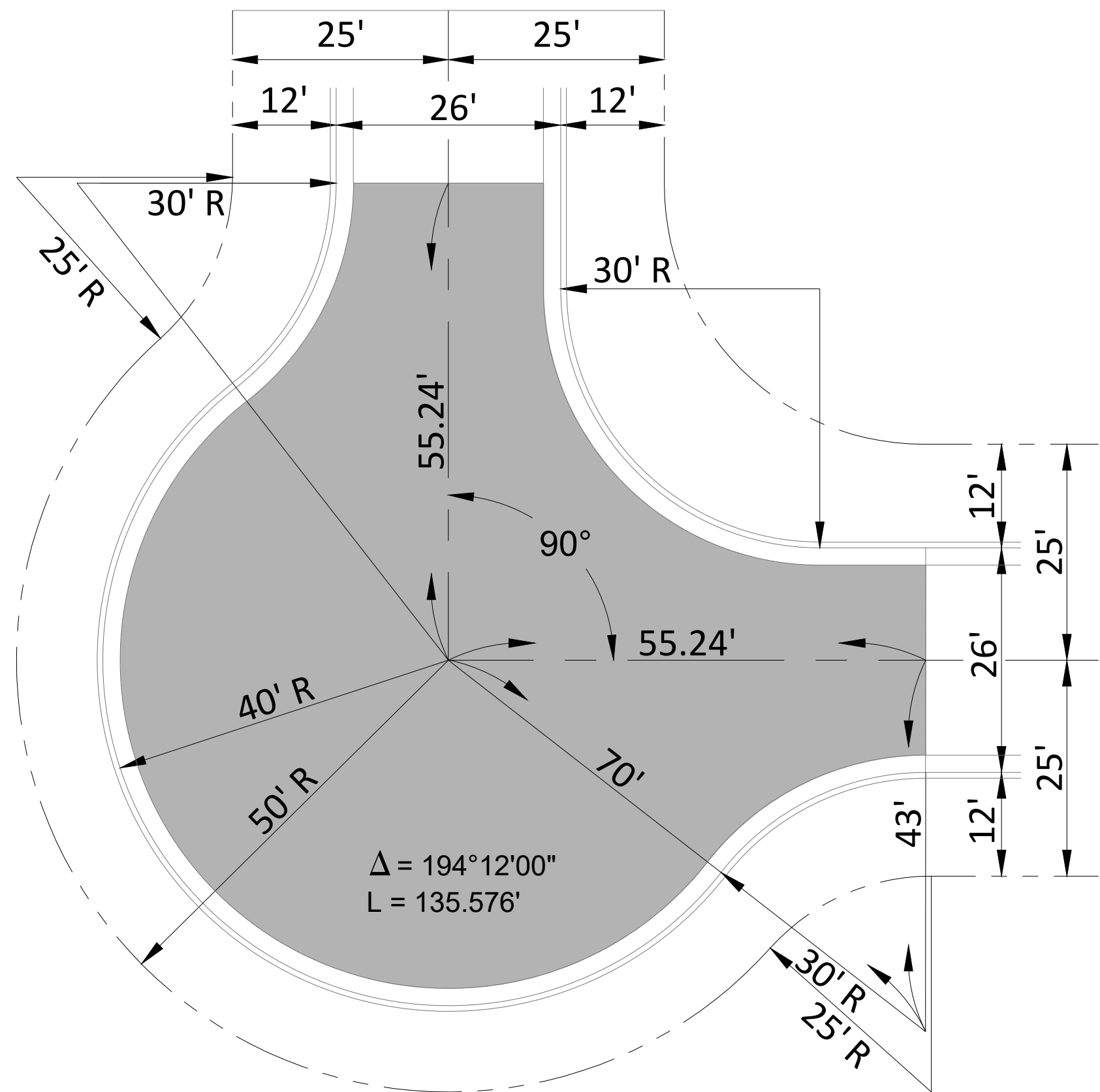


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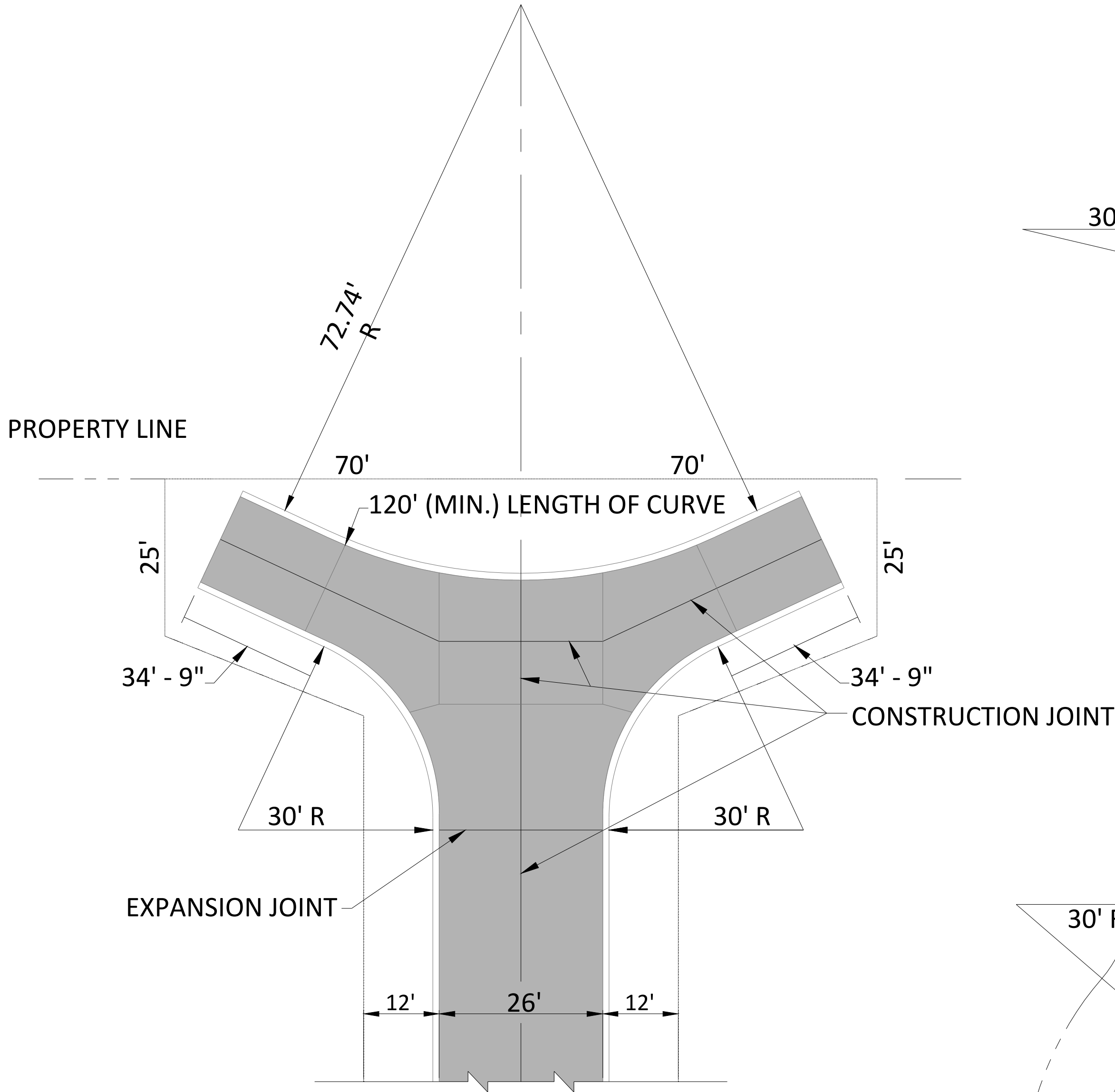
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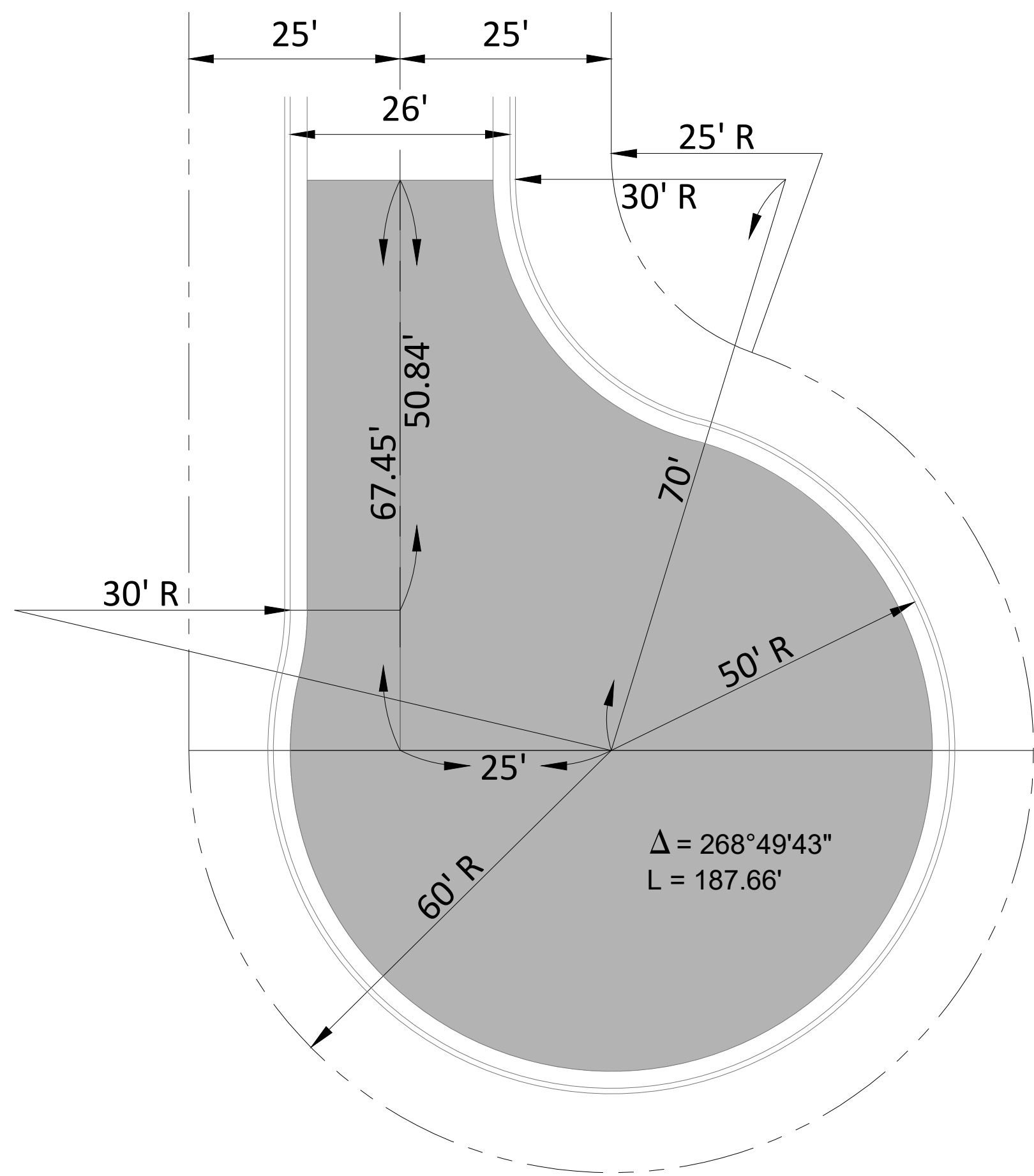
STANDARD CUL-DE-SAC - 48' R



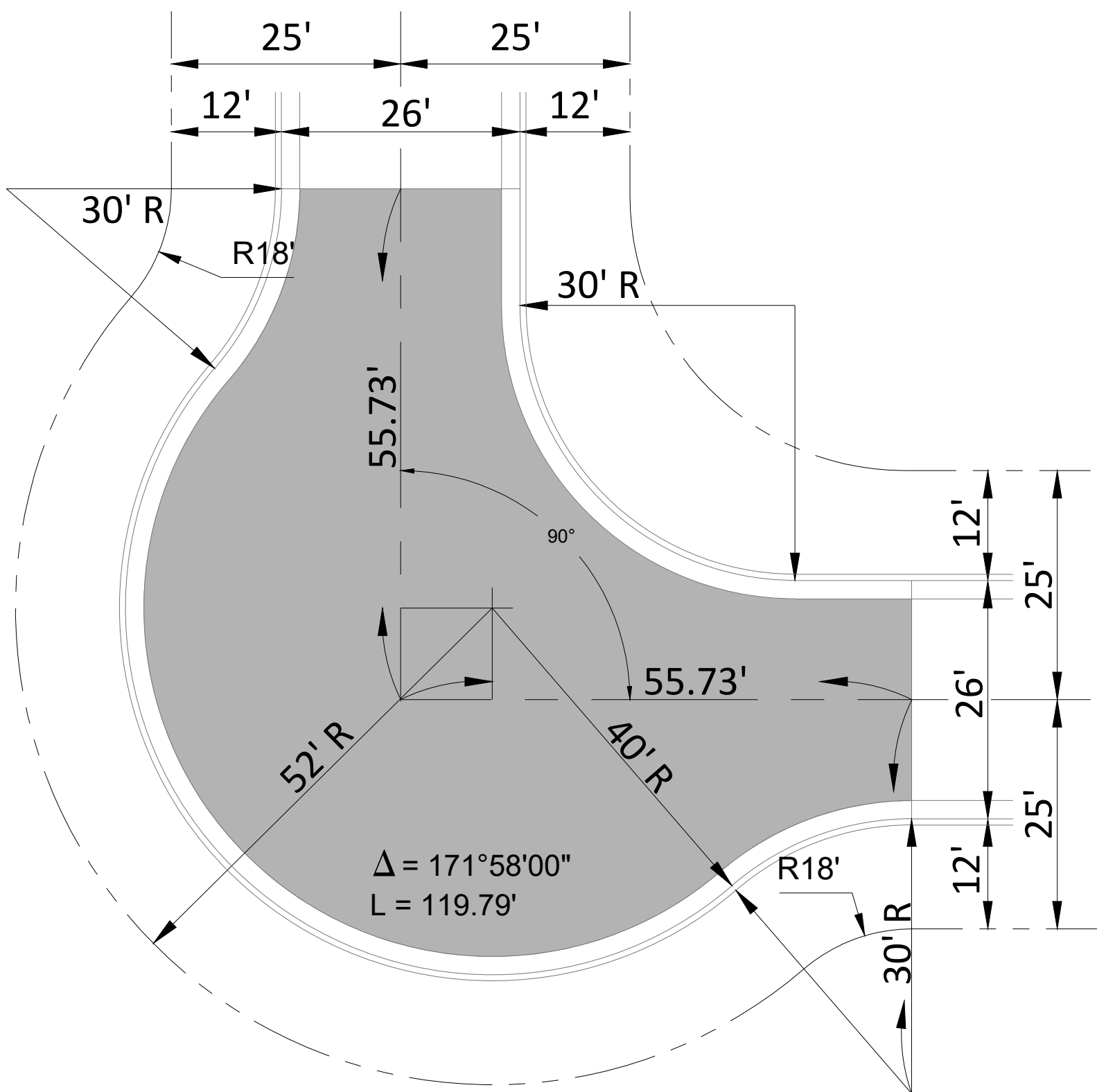
90° CUL-DE-SAC



TEMPORARY "T" TURN AROUND



OFF-SET CUL-DE-SAC



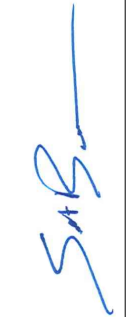
90° CUL-DE-SAC

- GENERAL NOTES
1. WHEN NECESSARY, WARNING SIGNS SHALL BE POSTED AT ENTRANCE TO STREET, INDICATING NO OUTLET.



STANDARD CUL-DE-SAC DETAILS

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

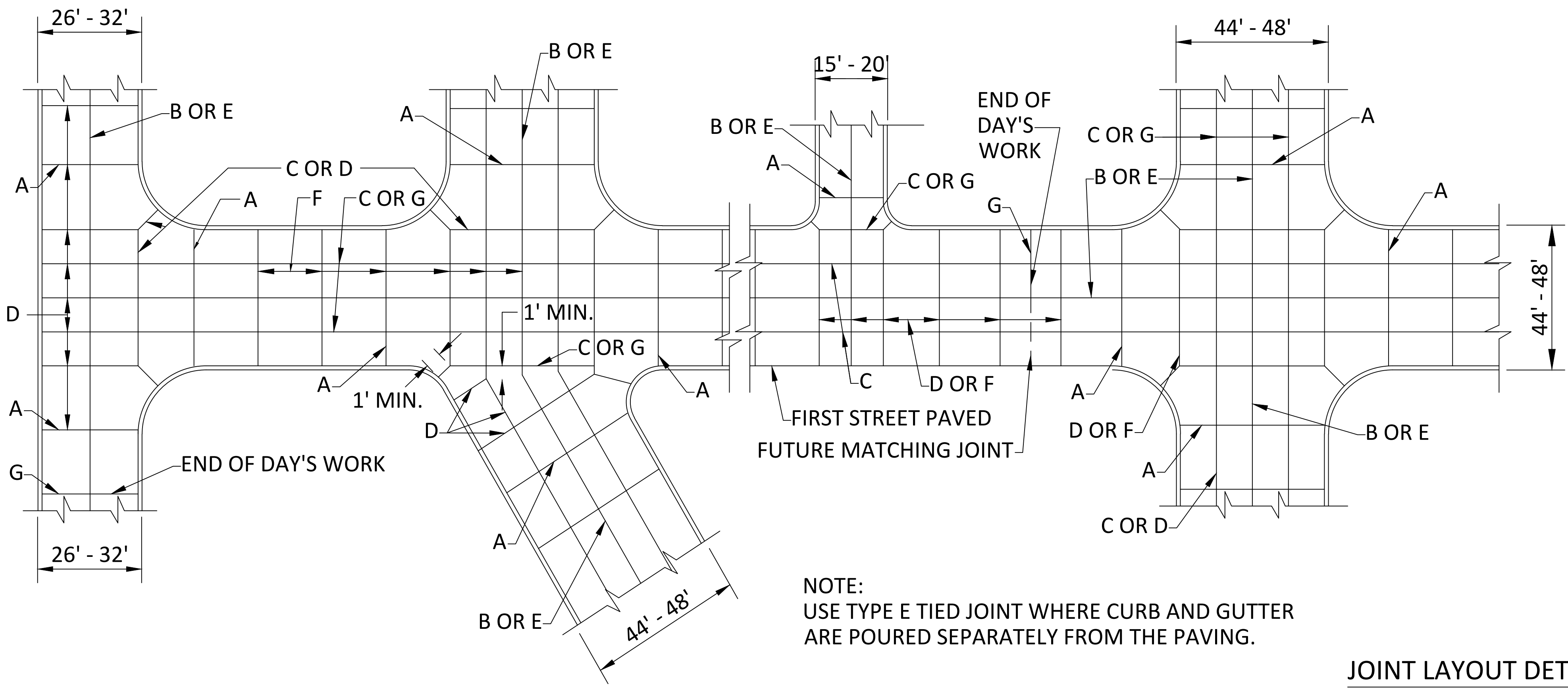
APPROVED BY: 
SETH BARKHIMER, P.E. CITY ENGINEER

DATE: 10/21/2024

REVISION DATE: 8/26/2024

REVISION NUMBER: 01

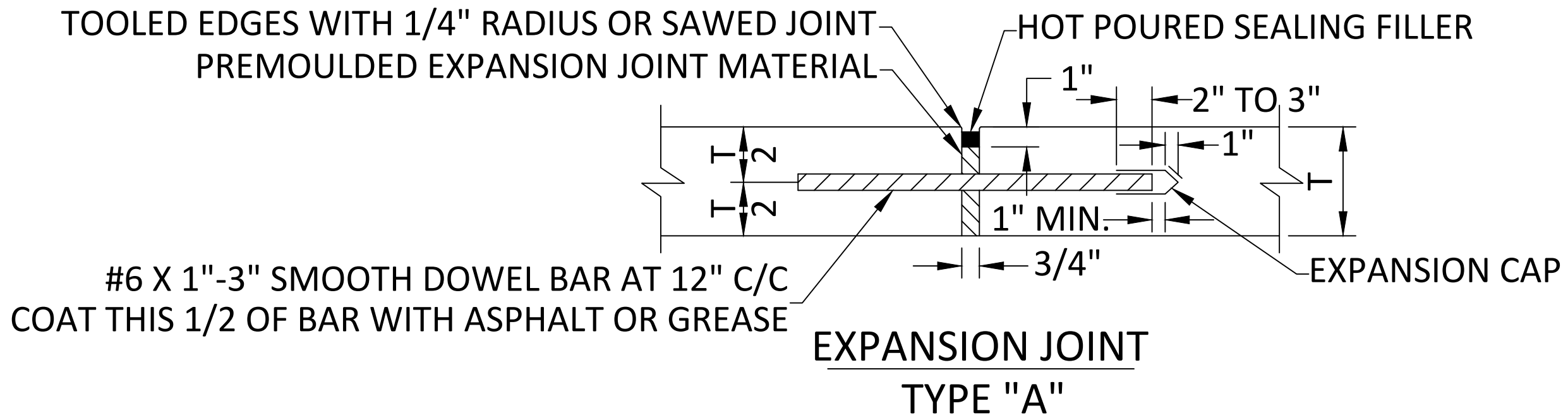
DRAWING NO. ST-09



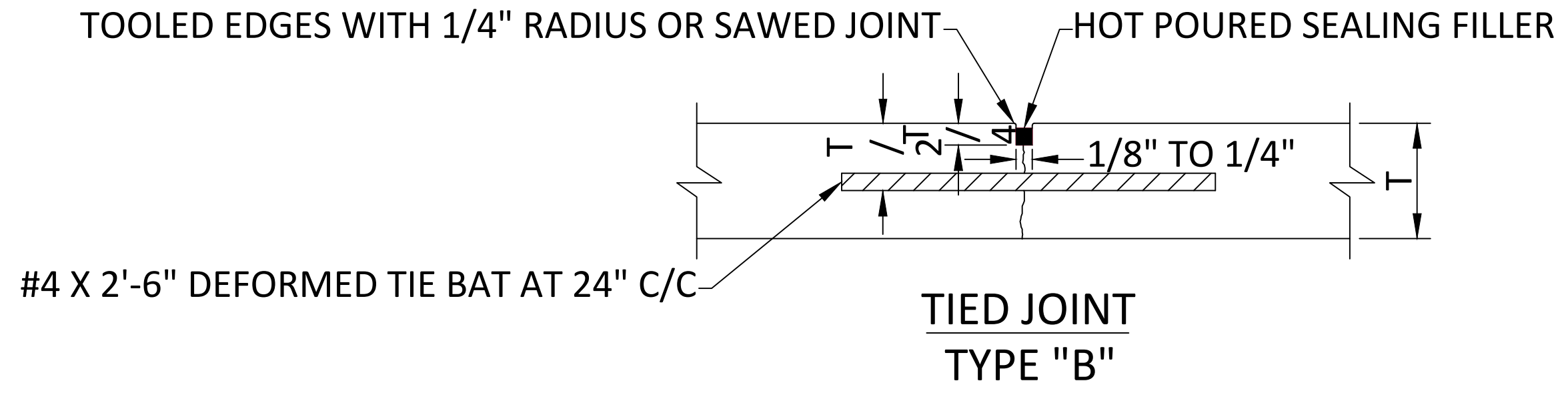
NOTE:
USE TYPE E TIED JOINT WHERE CURB AND GUTTER
ARE POURED SEPARATELY FROM THE PAVING.

- A -- TRANSVERSE EXPANSION JOINT
- B -- TIED LONGITUDINAL JOINT
- C -- TONGUE & GROOVE CONSTRUCTION JOINT
- D -- CONTRACTION JOINT
- E -- LONGITUDINAL CONSTRUCTION JOINT
- F -- DOWELED CONTRACTION JOINT
- G -- DOWELED CONSTRUCTION JOINT

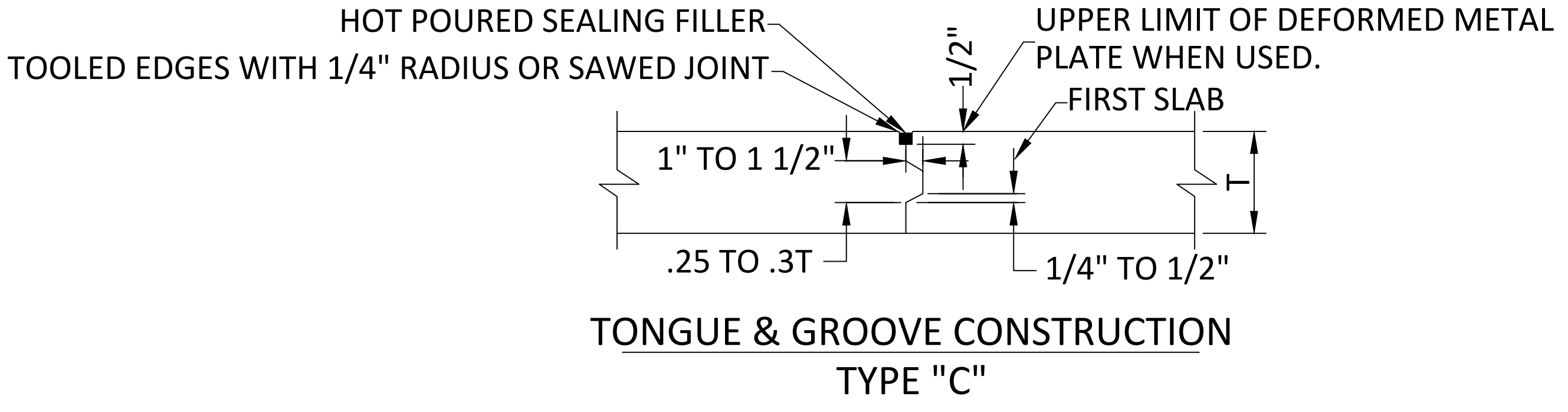
JOINT LAYOUT DETAILS



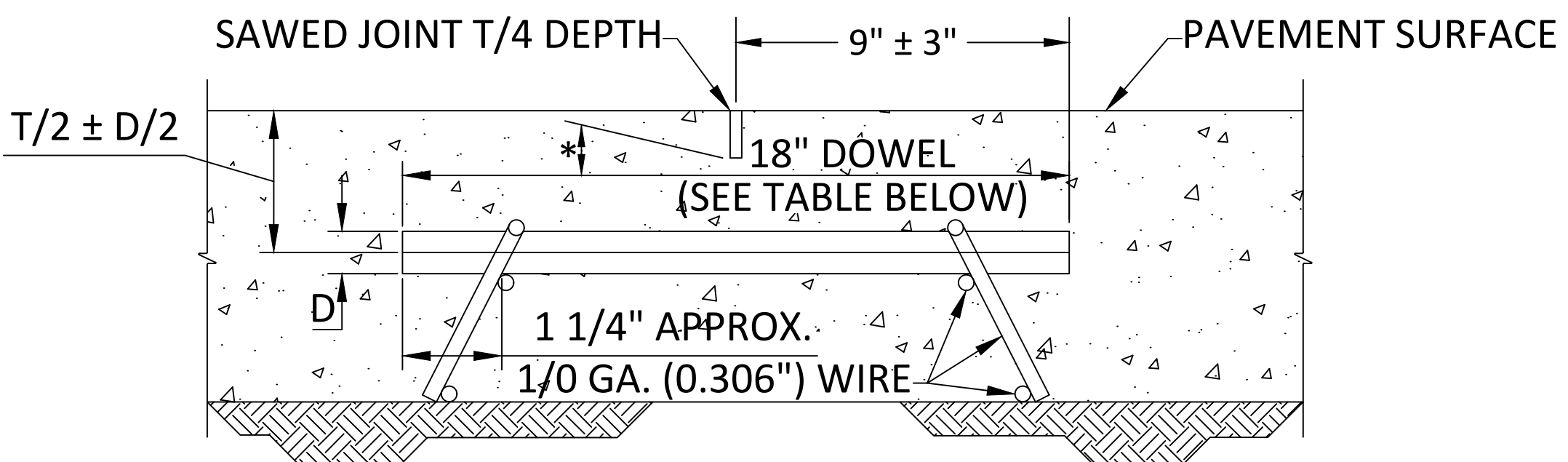
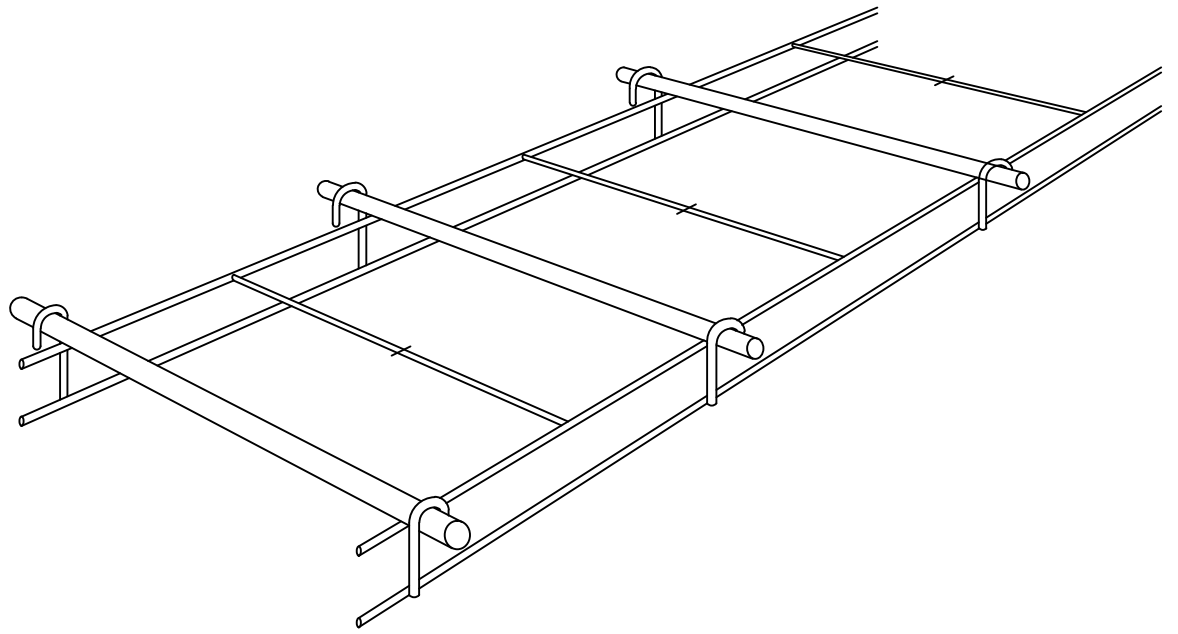
EXPANSION JOINT
TYPE "A"



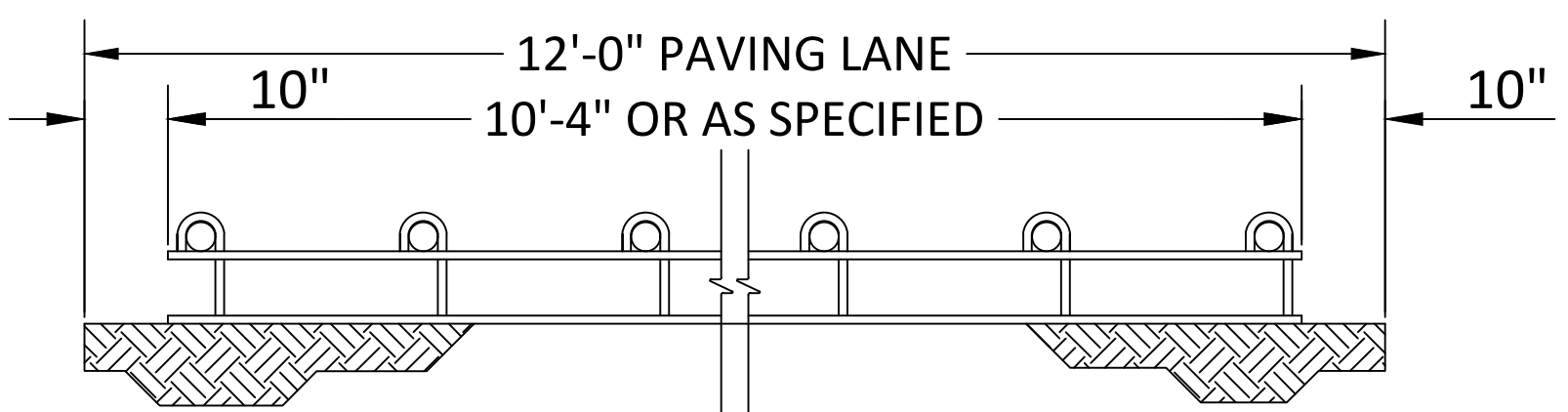
TIED JOINT
TYPE "B"



TONGUE & GROOVE CONSTRUCTION
TYPE "C"



SECTION A-A



SECTION B-B

* 1/2" CLEARANCE MINIMUM FROM
BOTTOM OF CUT TO TOP OF DOWEL



CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

DRAWING NO. ST-10

01

REVISION NUMBER:

8/26/2024

REVISION DATE:

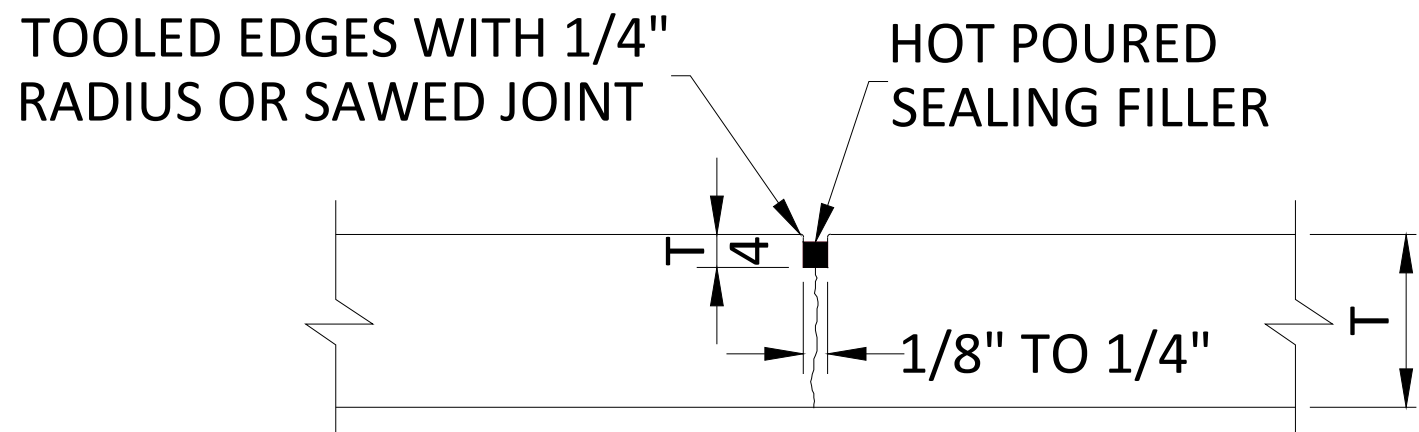
DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

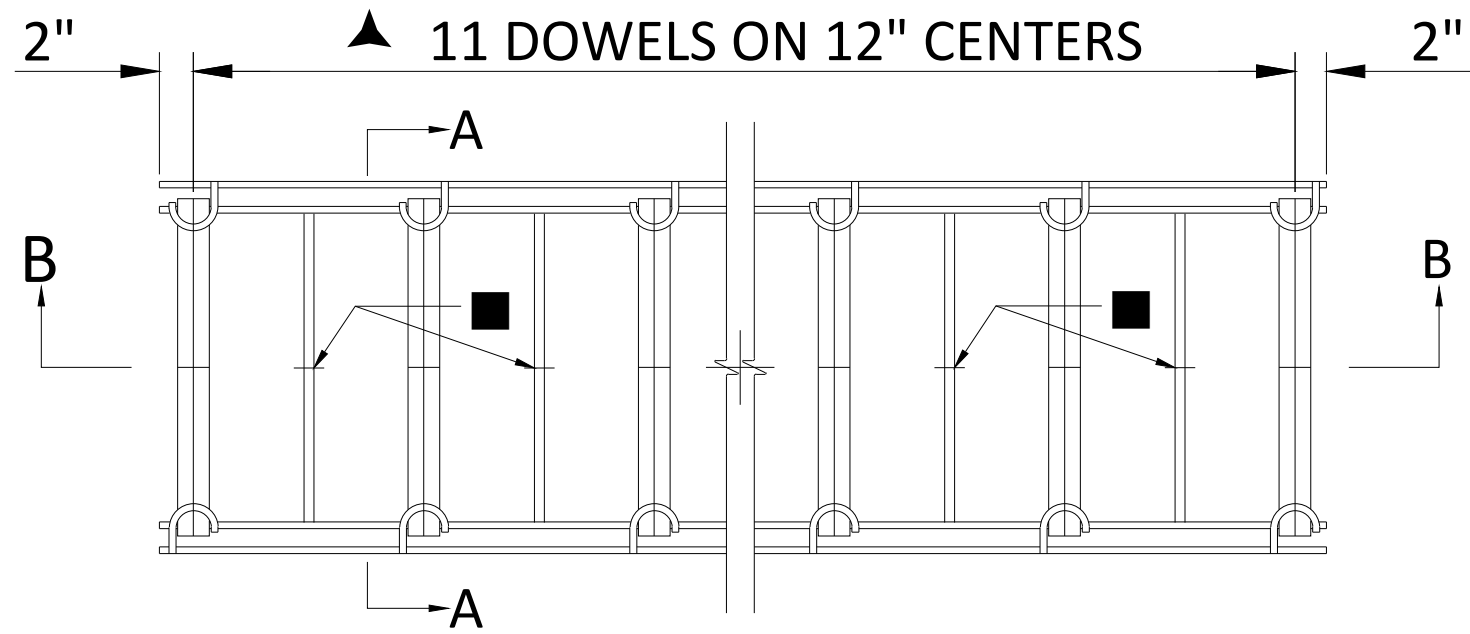
APPROVED BY:

S.B.

STANDARD JOINT LAYOUT DETAILS (1 OF 2)



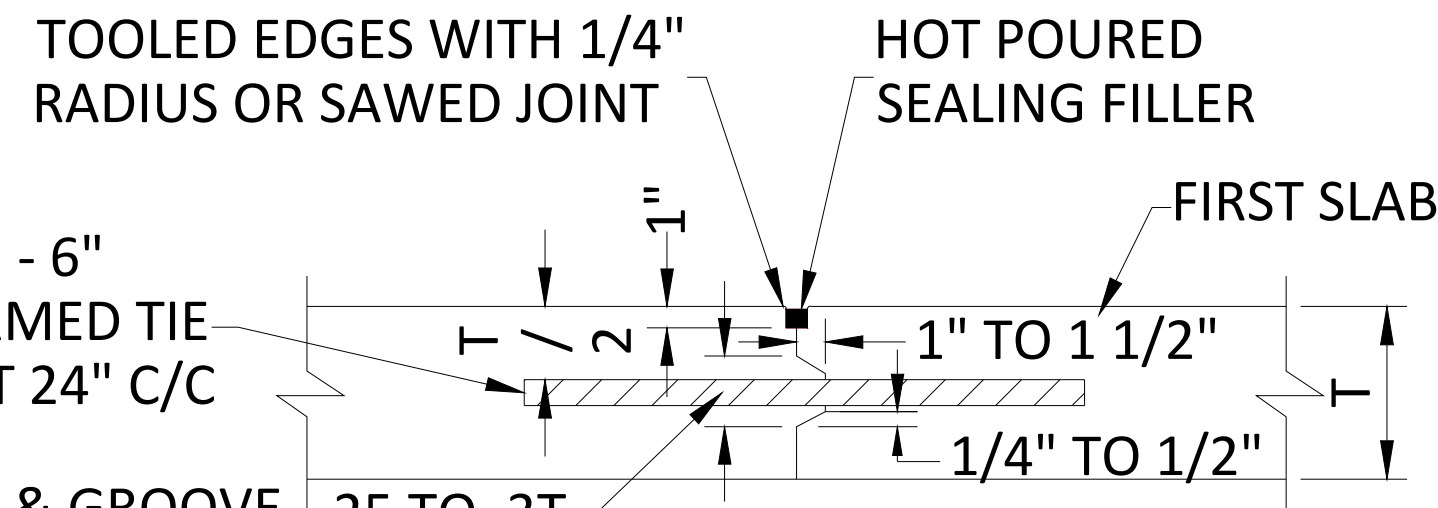
CONTRACTION JOINT
TYPE "D" (ALT. TYPE "F")



PLAN VIEW

DOWEL BARS			
▲ SPACING & SIZE DATA			
(T) SLAB DEPTH	DOWEL DIA.	TOTAL DOWEL LENGTH	C/C DOWEL SPACING
7"	1"	15"	12"
8" - 11"	1 1/4"	18"	12"
12" - 16"	1 1/2"	18"	12"

■ SPACER: FOUR EA.
7 GAGE (0.177") WIRES
PER UNIT, NOTCHED @
MIDPOINT OF WIRE
SPACER IN FIELD AFTER
PLACEMENT
▲ REGULAR DOWELS
GREASED



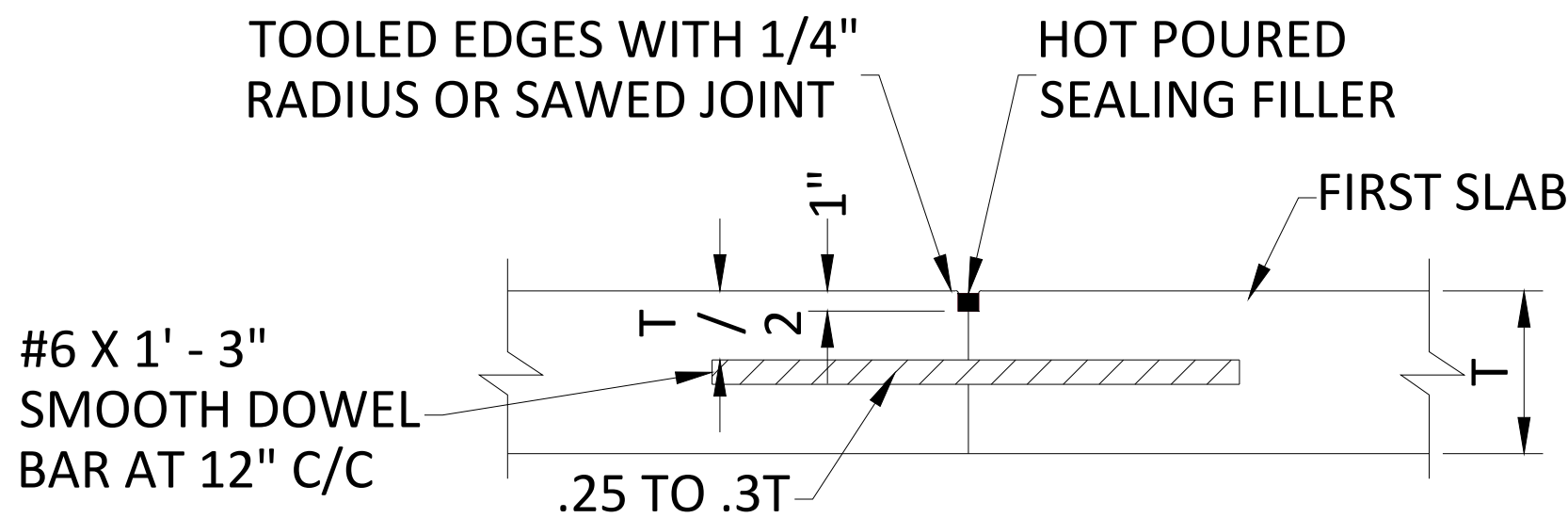
(TONGUE & GROOVE
FOR LANE AT A TIME
CONSTRUCTION.)

TIED CONSTRUCTION JOINT
TYPE "E"

NOTES:
TYPE "F" TO BE USED FOR CONTINUOUS
POURS ONLY. DO NOT USE FOR HEADERS AT
DAYS END STOPPING POINT.

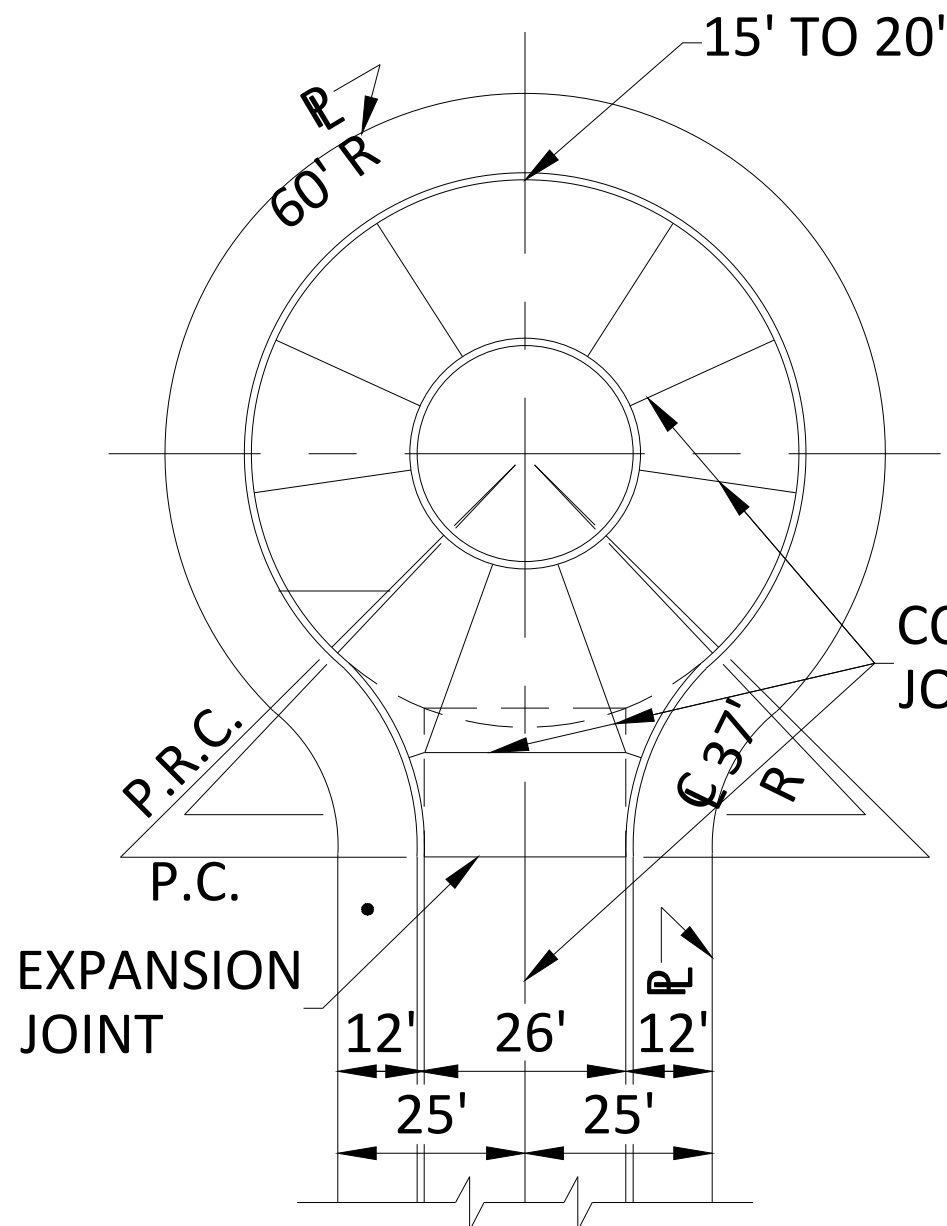
NO DOWEL JOINTS WHERE SLAB THICKNESS IS
LESS THEN 7"

DOWELED CONTRACTION JOINT DETAILS
TYPE "F" (ALT TYPE "D")

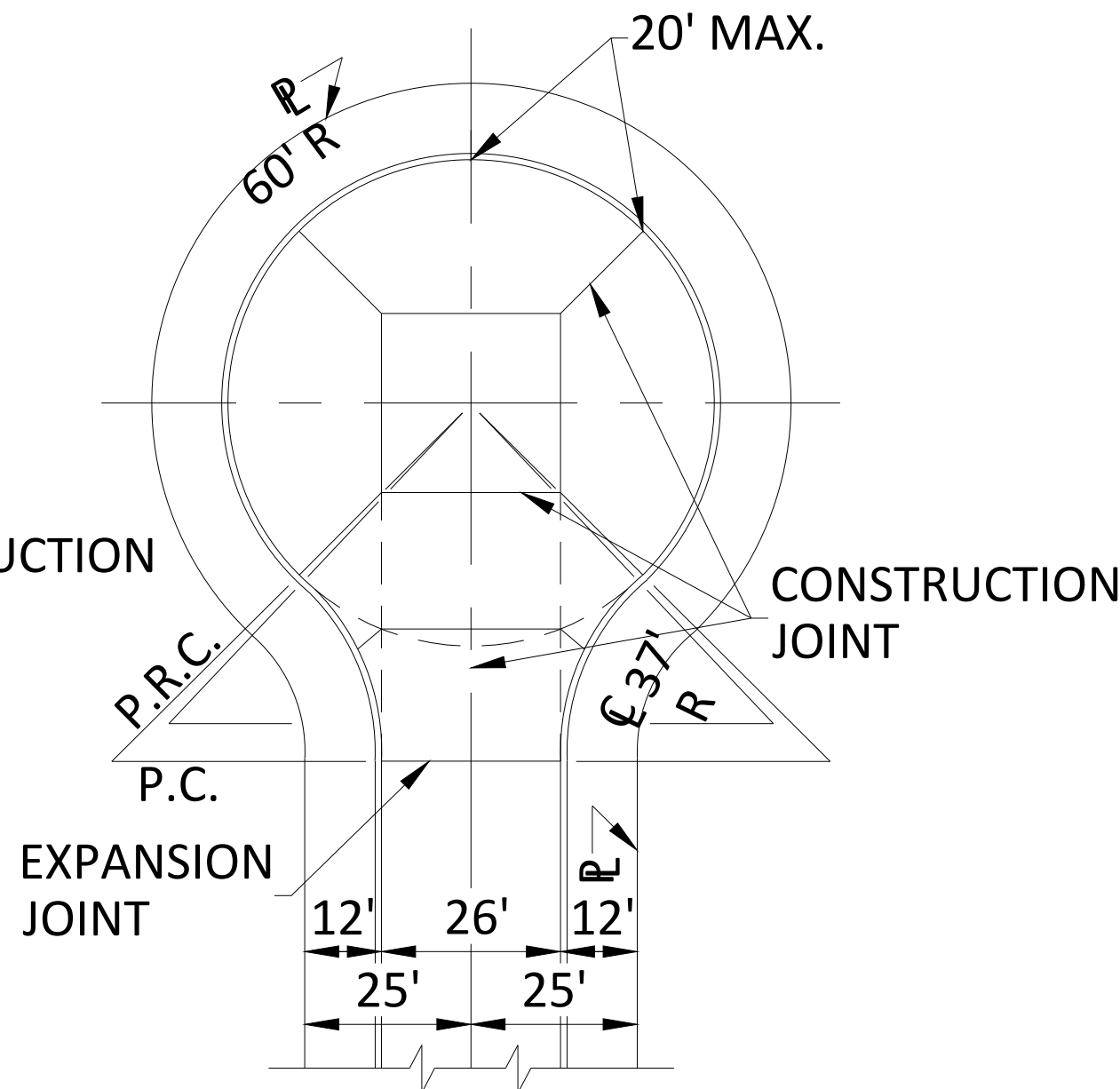


DOWELED CONSTRUCTION JOINT
TYPE "F"

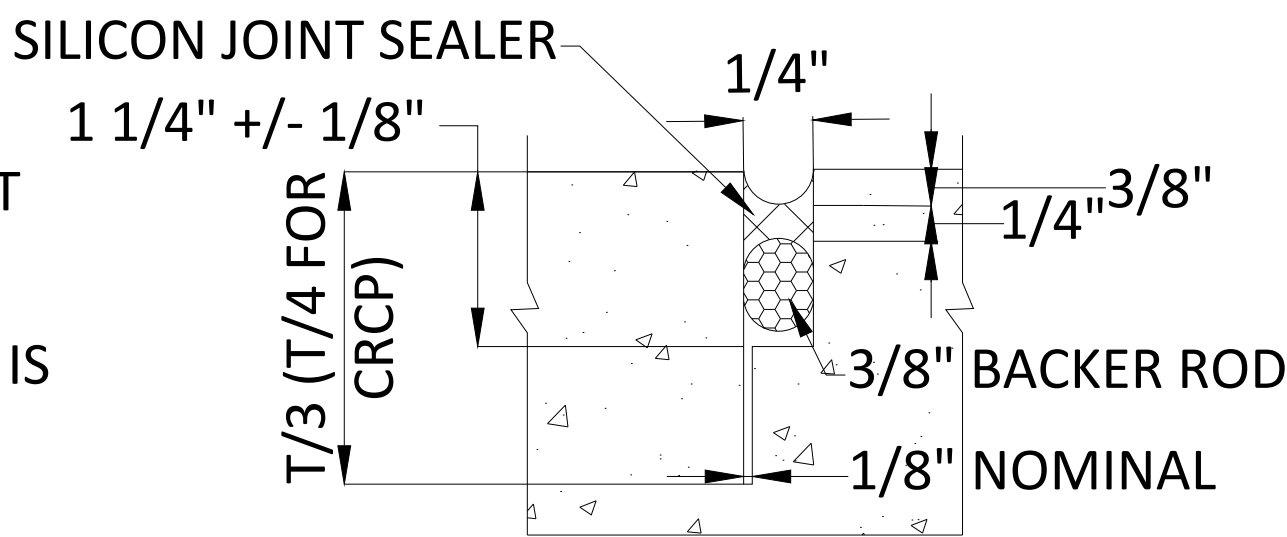
EXPANSION JOINT / ISOLATION JOINT TREATMENT TABLE			
JOINT WIDTH (1)	SEALANT RECESS DEPTH (2)	SILICONE SEALANT THICKNESS (3)	BACKER ROD DIAMETER (4)
1/2"	3/8"	1/4"	5/8"
3/4"	3/8"	3/8"	7/8"
1"	3/8"	1/2"	1-1/4"
1-1/2"	1/2"	3/4"	2"
2"	1/2"	3/4"	2-1/2"



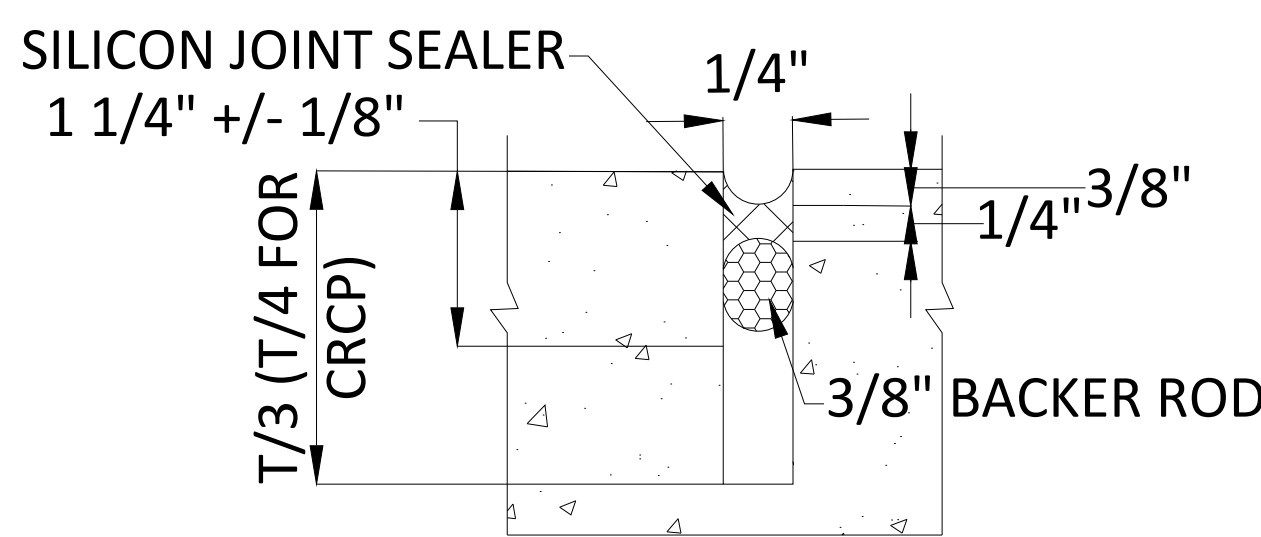
STANDARD CUL-DE-SAC, 48' R
OPEN CENTER



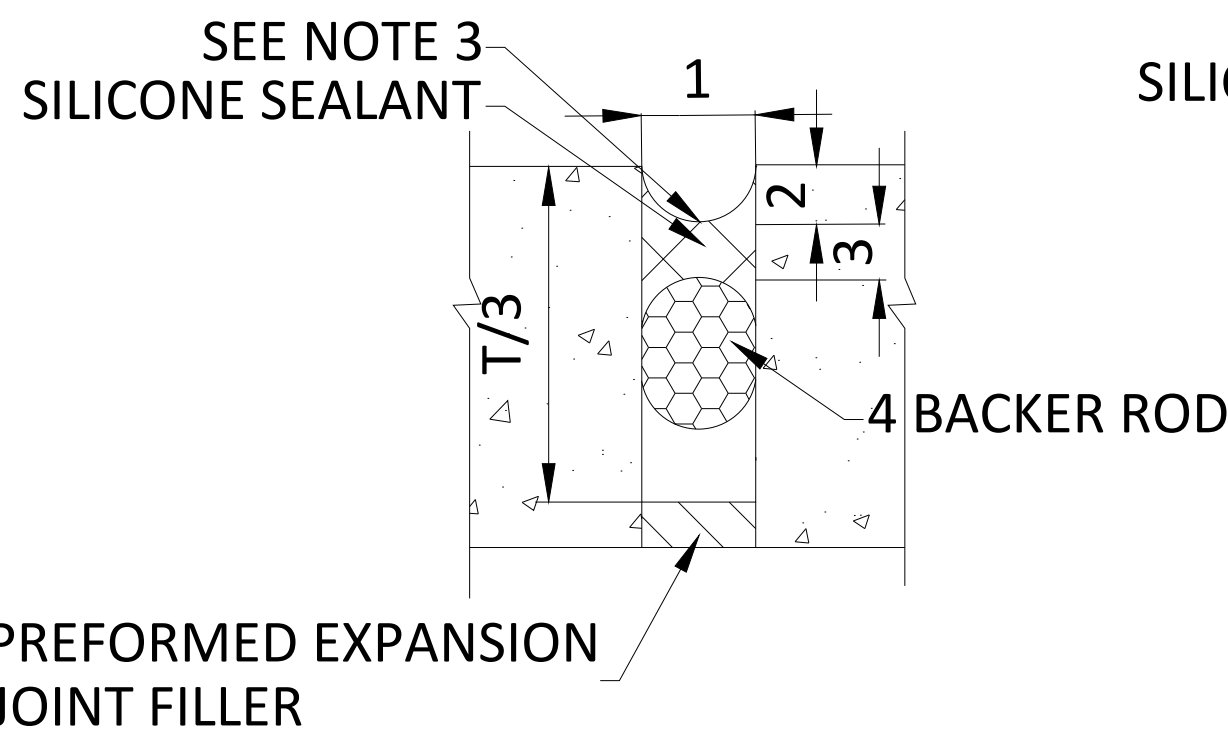
STANDARD CUL-DE-SAC, 48' R



SILICONE SEALANT OPTION

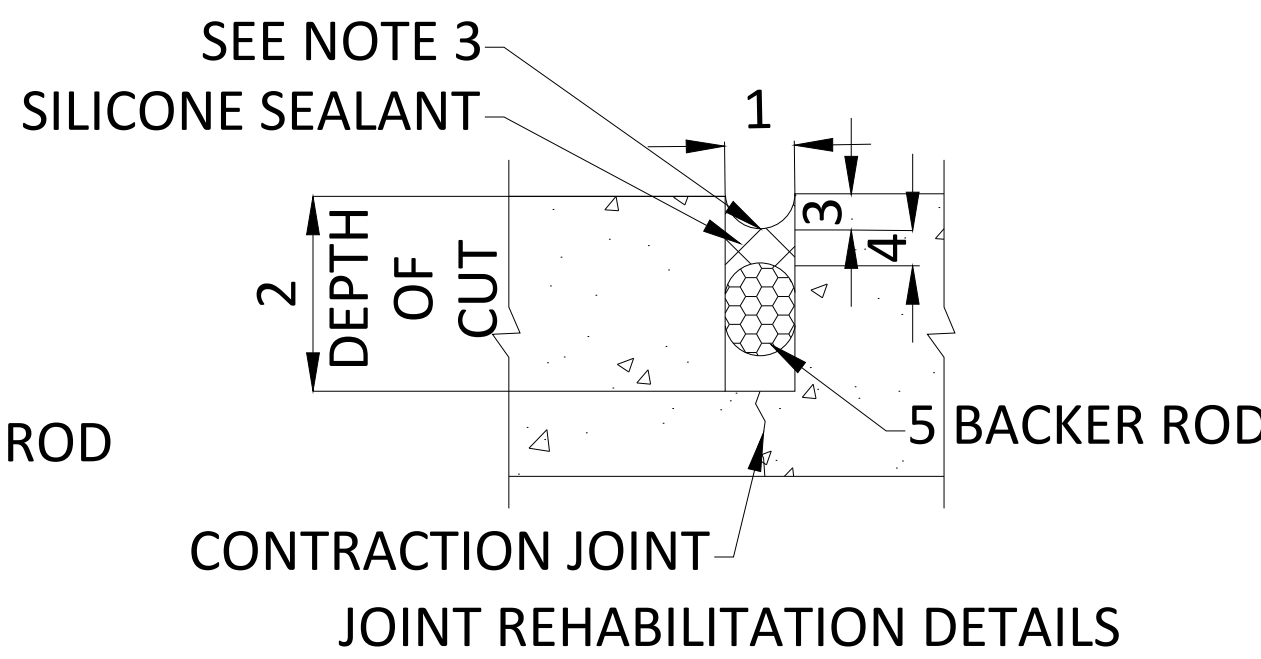


SILICONE SEALANT OPTION



PREFORMED EXPANSION
JOINT FILLER

EXPANSION JOINTS / ISOLATION DETAILS

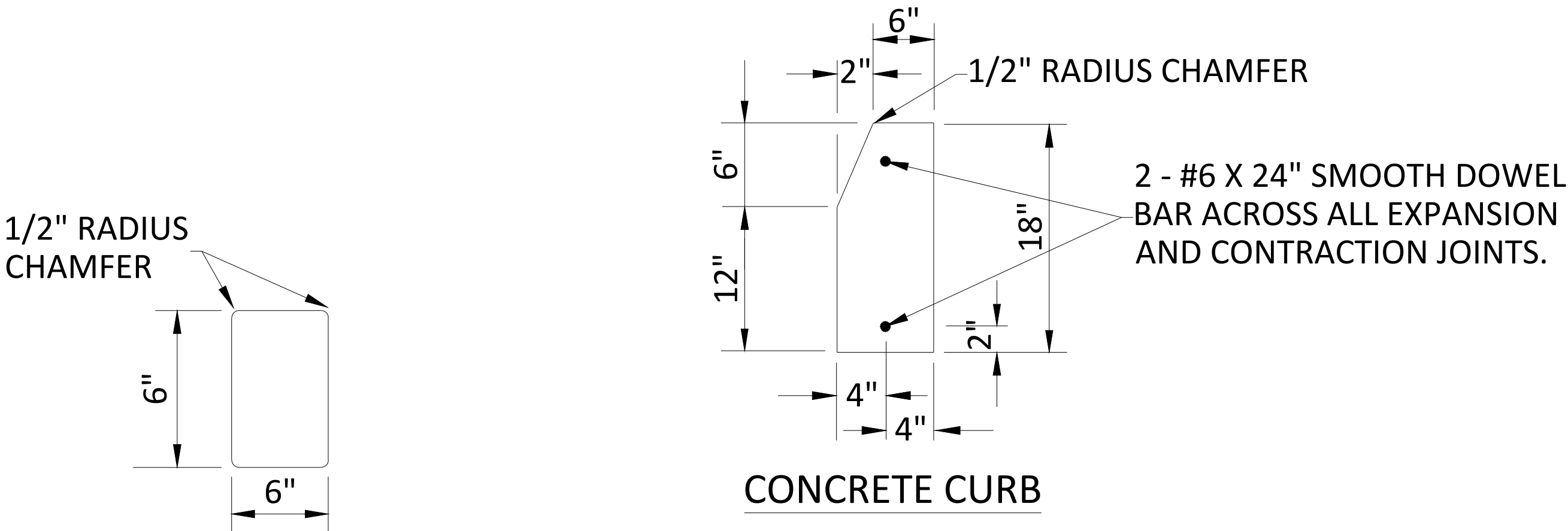


CONTRACTION JOINT
JOINT REHABILITATION DETAILS

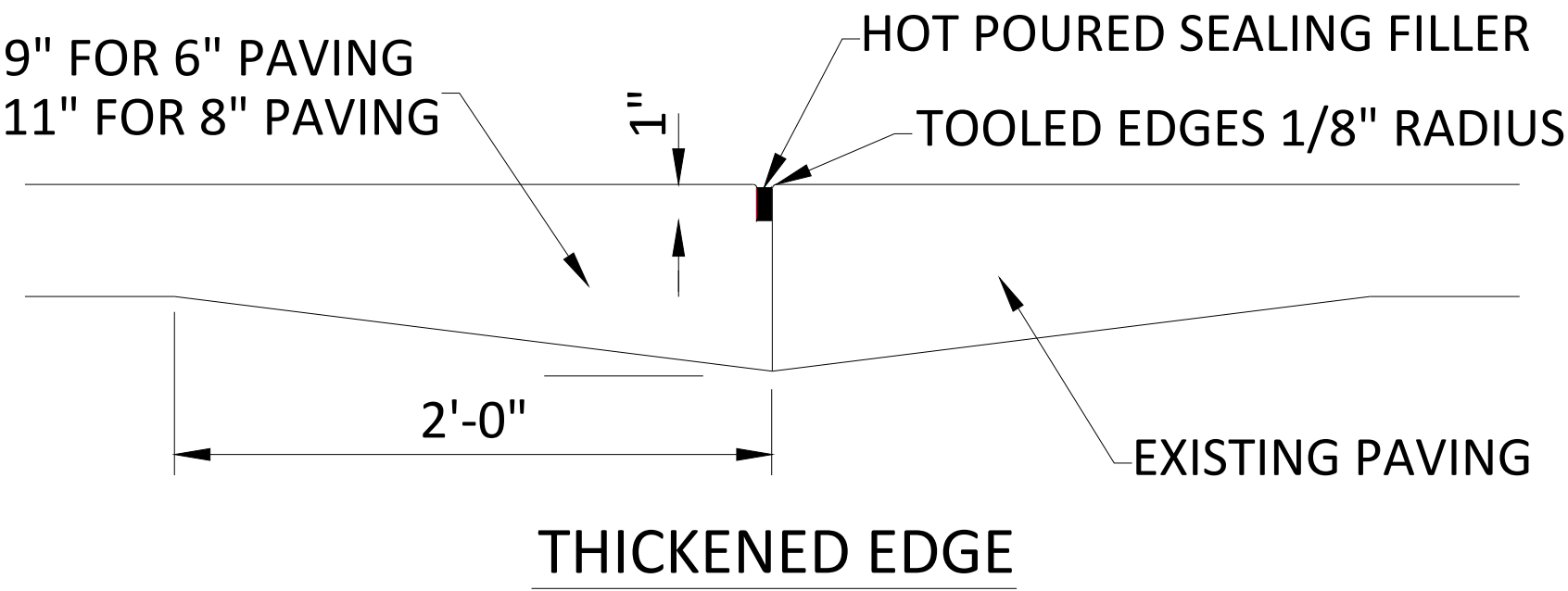
JOINT REHABILITATION TREATMENT TABLE				
JOINT WIDTH (1)	DEPTH OF CUT (2)	SEALANT RECESS DEPTH (3)	SEALANT THICKNESS (4)	BACKER ROD DIAMETER (5)
3/8"	1-1/4"	3/8"	3/16"	1/2"
1/2"	1-3/4"	3/8"	1/4"	5/8"
3/4"	1-3/4"	3/8"	3/8"	7/8"
7/8"	1-3/4"	1/2"	7/16"	1"
1"	2"	1/2"	1/2"	1-1/8"
OVER 1"	OVER 2"	1/2"	1/2"	1-1/4"

NOTES:

- SMOOTH DOWEL BARS ACROSS EXPANSION JOINTS SHALL BE PROVIDED WITH EXPANSION CAPS, AND COATED WITH ASPHALT OR GREASE (TYPE A & G)
- GROOVES IN JOINTS MAYBE FORMED BY: (1) TEMPORARY EMBEDMENT OF A SUITABLE MANDREL, (2) INSTALLATION OF A THIN STRIP OF PREMOULDED JOINT FILLER MATERIAL. (3) SAWING THE PAVEMENT AFTER CONCRETE HAS HARDENED.
- THE SHAPE FACTOR, COMBINED WITH JOINT CLEANLINESS IS THE CRITICAL COMBINATION NECESSARY TO GUARANTEE DESIRED BONDING AN FUNCTION OF SEALED JOINTS. THE JOINT SHAPE FACTOR IS DEFINED AS THE FINAL PRESSED SHAPE OF THE SILICONE MATERIAL. THE TOOKING OPERATION WILL FIRMLY PRESS THE FRESHLY APPLIED MATERIAL INTIMATELY AGAINST THE CUT SIDES OF THE RECESS AND THE BACKERROD SURFACES. THE ROUNDED SHAPE ON TOP AND BOTTOM OF THE SILICONE ALLOWS SEALANT TO PROPERLY FLEX BUT MAINTAIN ADHERENCE TO THE PAVING. SELF LEVELING SEALANTS WILL BE INSTALLED TO BE FLUSH WITH THE PAVEMENT SURFACE, OR BY MANUFACTURER'S RECOMMENDATION.



CONCRETE HEADER



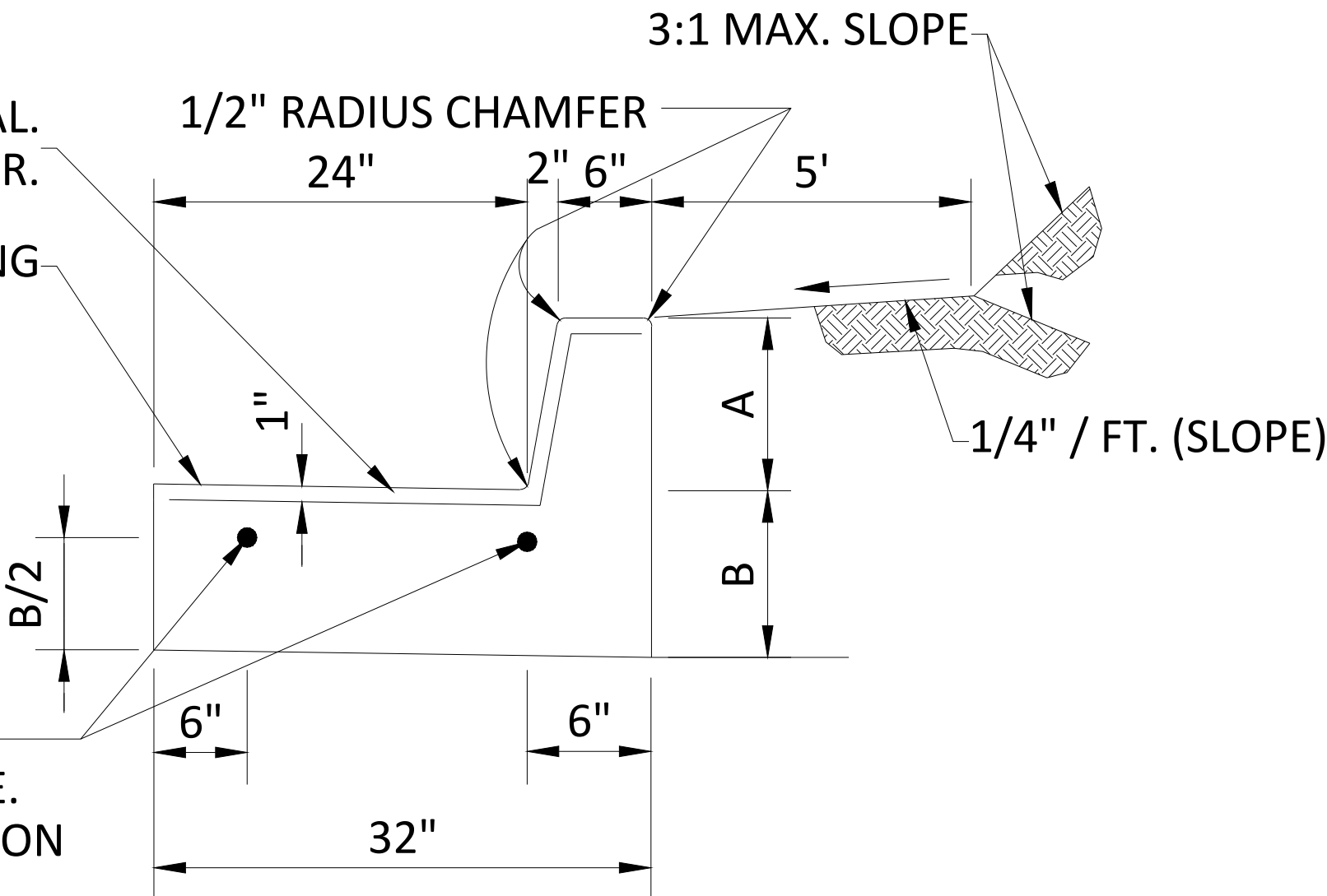
MISCELLANEOUS DETAILS

UPPER LIMIT OF PREMOULDED EXPANSION JOINT MATERIAL. FILL TO SURFACE WITH HOT POURED SEALING FILLER.

SLOPE TO CONFORM TO CROWN OF PAVING

	UP TO 32' STREET 6" BARRIER	ABOVE 32' STREET 8" BARRIER
A	6"	8"
B	6"	8"

2 - #6 X 24 SMOOTH DOWEL BARS ACROSS ALL EXPANSION AND CONTRACTION JOINTS. COAT ALL BARS WITH ASPHALT OR GREASE. (SEE EXPANSION JOINT DETAIL.) (NOT APPLICABLE TO CONTRACTION JOINTS IN SLIP FORMED CURB AND GUTTER.)

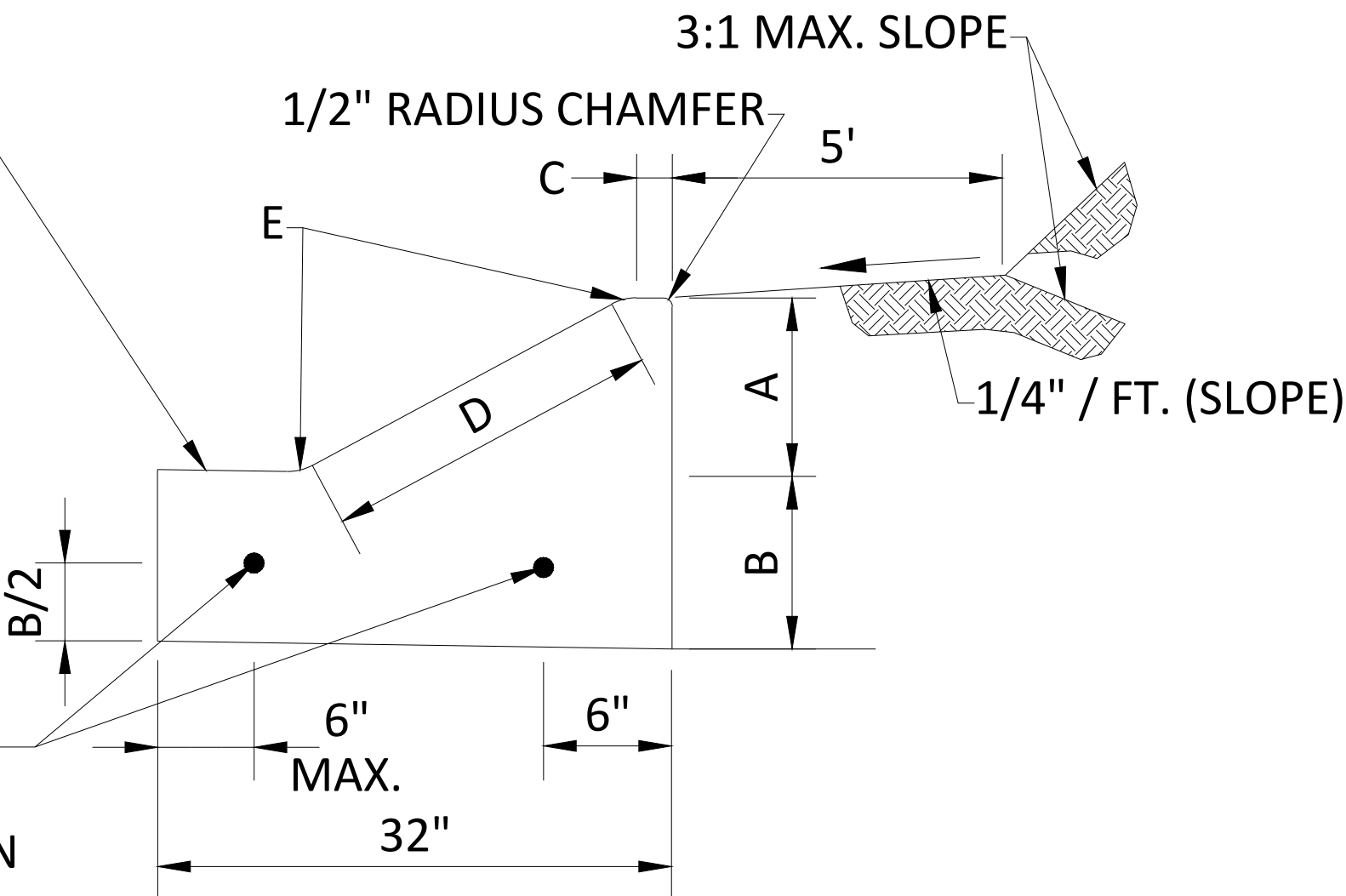


BARRIER CONCRETE CURB & GUTTER DETAIL

SLOPE TO CONFORM TO CROWN OF PAVING

	4" MOUNTABLE	6" MOUNTABLE
A	4"	6"
B	6"	6"
C	2" MIN.	2" MIN
D	12" MIN.	18" MIN.
E	2" RADIUS MIN.	10" RADIUS MIN.

2 - #6 X 24 SMOOTH DOWEL BARS ACROSS ALL EXPANSION AND CONTRACTION JOINTS. COAT ALL BARS WITH ASPHALT OR GREASE. (SEE EXPANSION JOINT DETAIL.) (NOT APPLICABLE TO CONTRACTION JOINTS IN SLIP FORMED CURB AND GUTTER.)



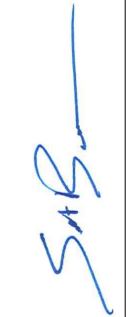
MOUNTABLE CONCRETE CURB & GUTTER DETAIL

- NOTES:
1. MAXIMUM SPACING OF 3/4" EXPANSION JOINTS TO BE 100' C/C WITH CONTRACTION JOINTS 15' - 20'. (EXPANSION JOINT SPACING, NOT APPLICABLE TO SLIP FORMED CURB AND GUTTER.)
 2. WHEN CURB AND GUTTER IS POURED SEPARATE FROM STREET, USE 1/2" DIAMETER DOWELS 18" LONG AT 24" C/C TO TIE CURB TO CONCRETE STREET PAVEMENT.
 3. IF CURB AND GUTTER IS POURED MONOLITHICALLY WITH THE STREET PAVEMENT, THE GUTTER THICKNESS SHALL BE THE SAME AS THE APPROVED CONCRETE STREET THICKNESS.

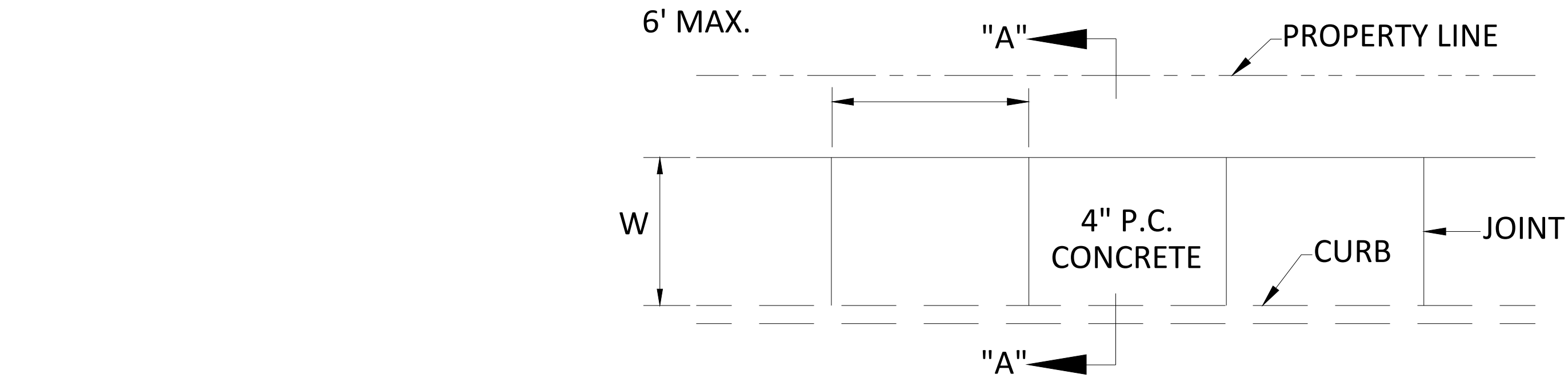


STANDARD CURB AND GUTTER

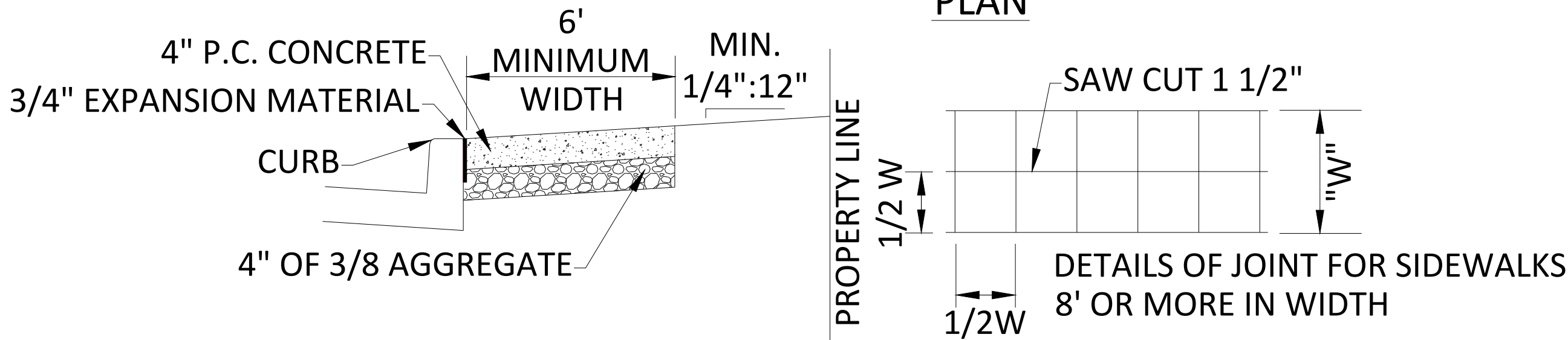
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

APPROVED BY:  DATE: 10/21/2024
SETH BARKHIMER, P.E. CITY ENGINEER

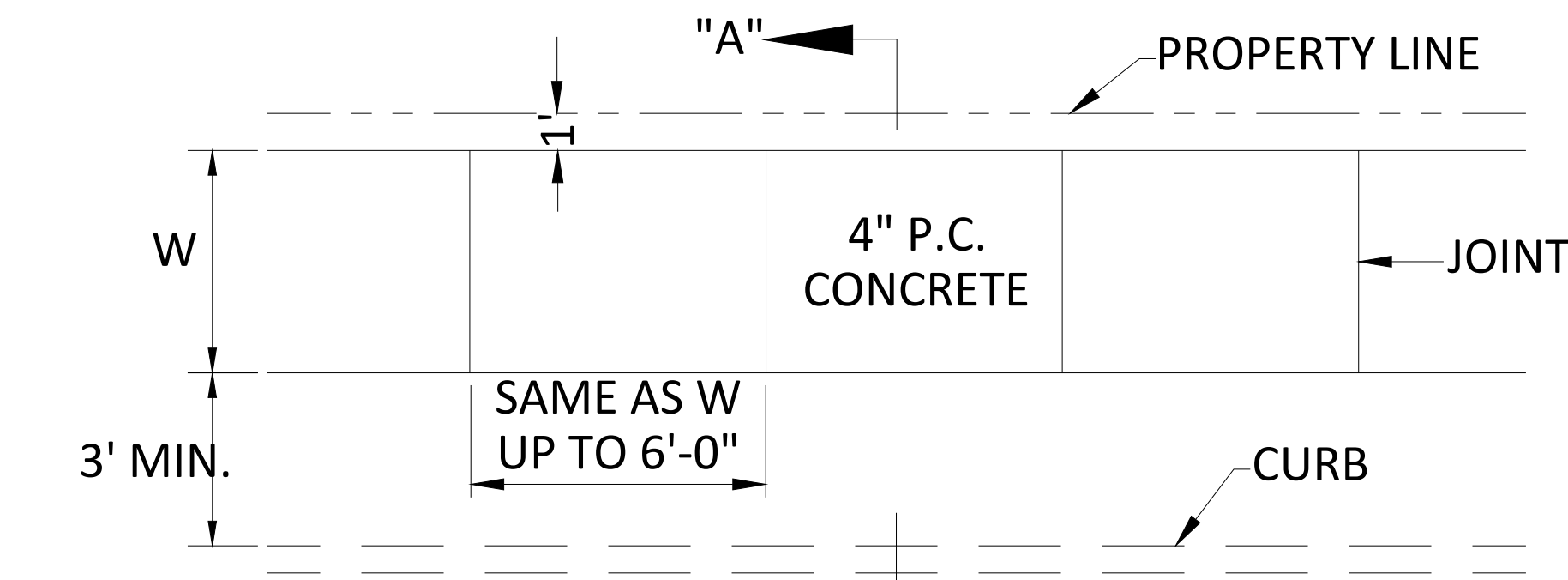
REVISION DATE: 8/23/2024 REVISION NUMBER: 01 DRAWING NO. ST-12



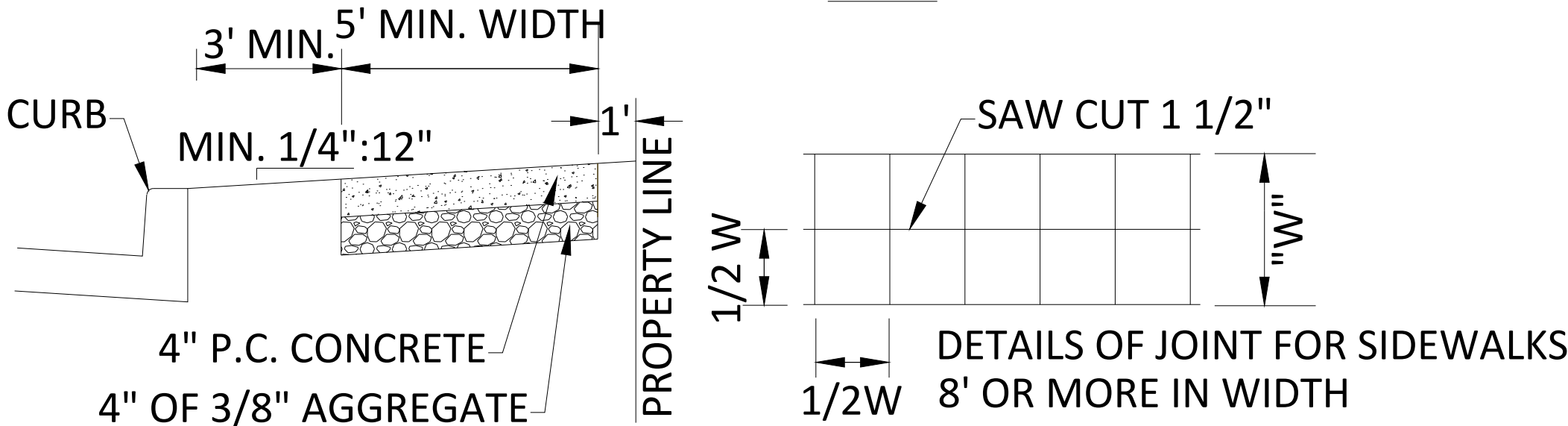
PLAN



SECTION "A - A" LOCATED AT CURB



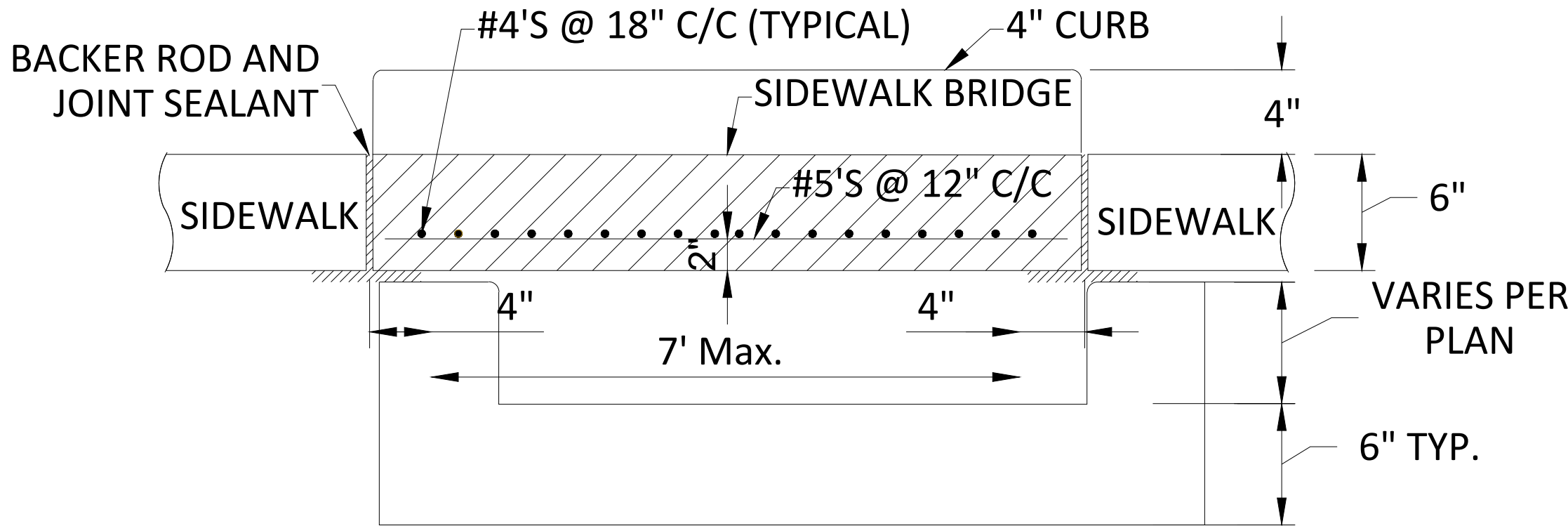
PLAN



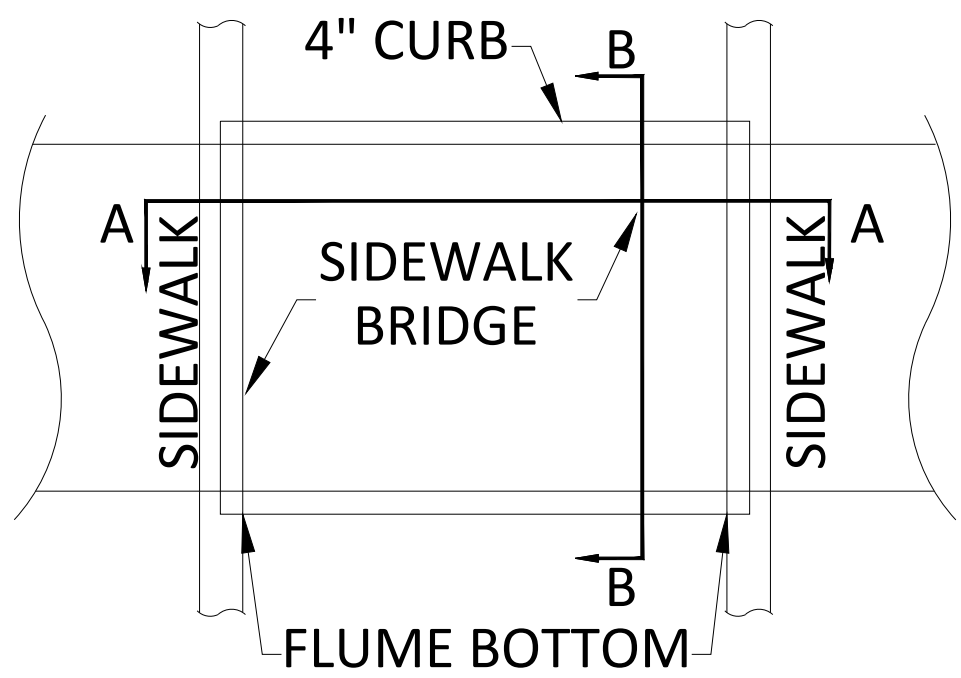
SECTION "A - A" LOCATED ON AWAY FROM CURB

NOTES:

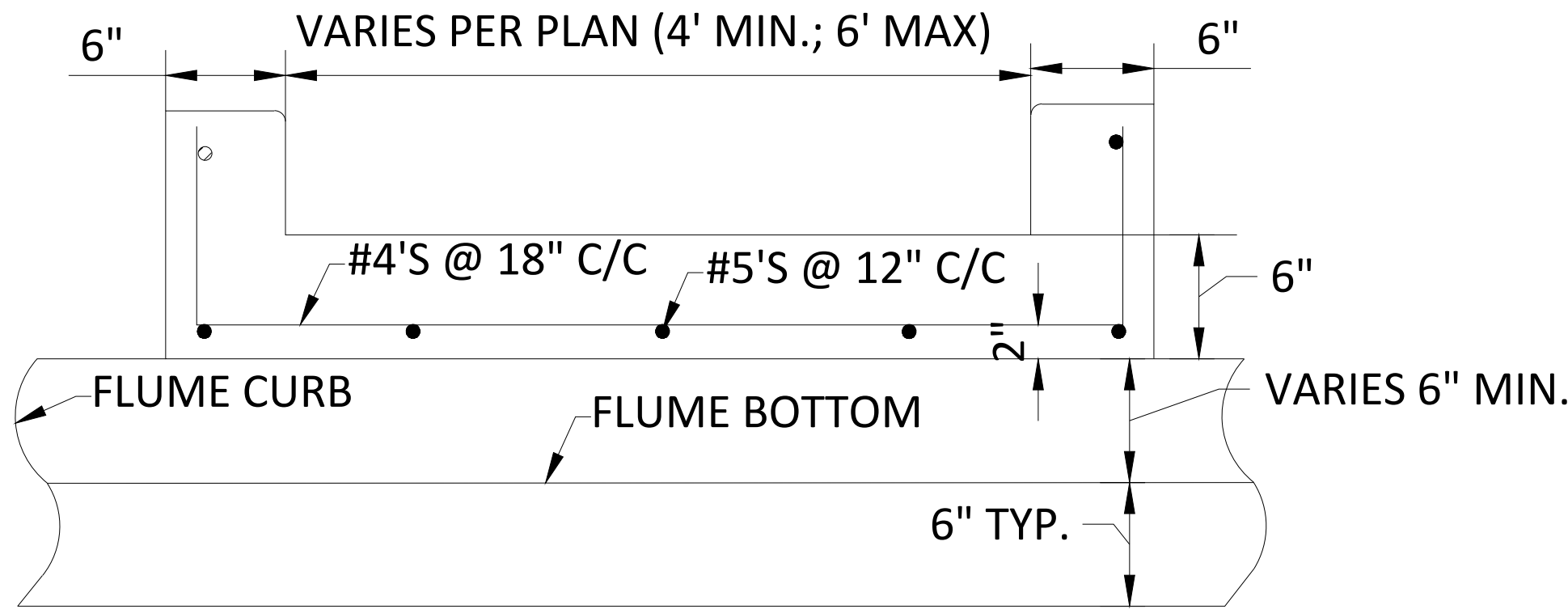
1. 3/4" X 4" PREMOULDED EXPANSION MATERIAL AROUND POWER POLES OR OTHER STRUCTURES IN WALK.
2. EXPANSION JOINTS MAXIMUM DISTANCE = 100', USE 3/4" X 4" PREMOULDED EXPANSION MATERIAL.
3. CONTRACTION JOINTS MAXIMUM DISTANCE = 7', SAW CUT 1 1/2" DEEP AND FILL WITH HOT POURED SEALER.
4. SAW CUT JOINTS WITHIN 24 HOURS.
5. USE 3/4" X 4" PREMOULDED EXPANSION JOINT AT CURB.
6. ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.



A-A SIDEWALK AT FLUME



PLAN VIEW SIDEWALK AT FLUME



B-B SIDEWALK AT FLUME

NOTES:

1. ALL WORK MUST MEET CURRENT AMERICAN WITH DISABILITIES ACT (ADA) REQUIREMENTS.
2. SIDEWALK CROSS SLOPE SHALL BE A MAXIMUM OF 2% AND A MINIMUM OF 1/2% CROSS SLOPE.
3. WHENEVER THE WIDTH OF THE SIDEWALK IS LESS THAN 5' OR WHENEVER CHANGING DIRECTION IN A SIDEWALK, A 5'X5' PASSING AREA WITH A MAXIMUM 2% SLOPE AND MINIMUM 1/2% SLOPE IN ANY DIRECTION AT INTERVALS OF 200' SHALL BE INSTALLED.
4. OBJECTS SUCH AS TREE BRANCHES, SIGNS, WATER FOUNTAINS, ETC. SHALL NOT PROTRUDE INTO THE SIDEWALK MORE THAN 4" AT THE HEIGHTS BETWEEN 27" AND 80".
5. SIDEWALK SHALL BE CONSTRUCTED OF 4" THICK CONCRETE ON TOP OF 4" OF 1-1/2" CRUSHER RUN, 3/8" ROCK SCREENINGS, 1-1/2" CLEAN RECYCLED CONCRETE OR APPROVED EQUAL.
6. ALL OBSTRUCTIONS INTO THE WALK, SUCH AS POWER POLES, HYDRANTS, SIGN POSTS, ETC. MUST HAVE AT LEAST 48" OF CLEAR TRAVEL SPACE AROUND THE OBSTRUCTION.
7. SIDEWALKS WITH A RUNNING SLOPE STEEPER THAN 1:20 (5%) ARE CONSIDERED RAMPS. THE MAXIMUM RUNNING SLOPE OF A RAMP RUN IS 1:20 (8.3%). RAMP RUNS WITH A RISE GREATER THAN 6 INCHES MUST HAVE HANDRAILS AS REQUIRED BY PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG). CURB RAMPS AND SIDEWALKS THAT FOLLOW THE STREET GRADE ARE NOT RAMPS EVEN IF THEY EXCEED A SLOPE OF 1:20 (5%) AND DO NOT REQUIRE HANDRAILS.
8. SEAL ALL JOINTS ON SIDEWALKS, LANDINGS AND RAMPS. WIDTH OF EXPANSION JOINT SHALL BE 1/2".
9. EXCAVATION, BACKFILL, EXPANSION JOINT MATERIAL, SEALERS, AND OTHER RELATED MISCELLANEOUS ITEMS WILL NOT BE PAID FOR SEPARATELY BUT THE COST THEREOF SHALL BE INCLUDED IN THE COST OF 4" CONCRETE SIDEWALK.
10. COMBINATIONS OF TYPE "A" AND TYPE "B" RAMPS CAN BE USED TO AVOID OBSTRUCTIONS WHEN APPROVED.

NOTES CONT:

1. THE WIDTH OF THE SIDEWALK BRIDGE MUST BE AT LEAST AS WIDE AS THE ADJACENT SIDEWALK.
2. #5 BARS MUST EXTEND TO WITHIN 1-1/2" OF THE END FORMS.
3. FLUME CROSSING WITH SIDEWALK BRIDGE HAVING A WALKING PATH GREATER THAN 6' WIDE REQUIRE A SEPARATE DESIGN.
4. SIDEWALK BRIDGE CROSSING A FLUME WIDER THAN 7' REQUIRES A SEPARATE DESIGN.
5. FLUME CROSSING WITH A DIMENSION OF 18" OR GREATER FROM THE FLUME SURFACE TO THE WALKWAY SURFACE WILL REQUIRE PEDESTRIAN GUARDRAIL.
6. 3/4" CHAMFER (TYPICAL) REQUIRED ON ALL EXPOSED EDGES.



CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

ST-13

DRAWING NO.

01

REVISION NUMBER:

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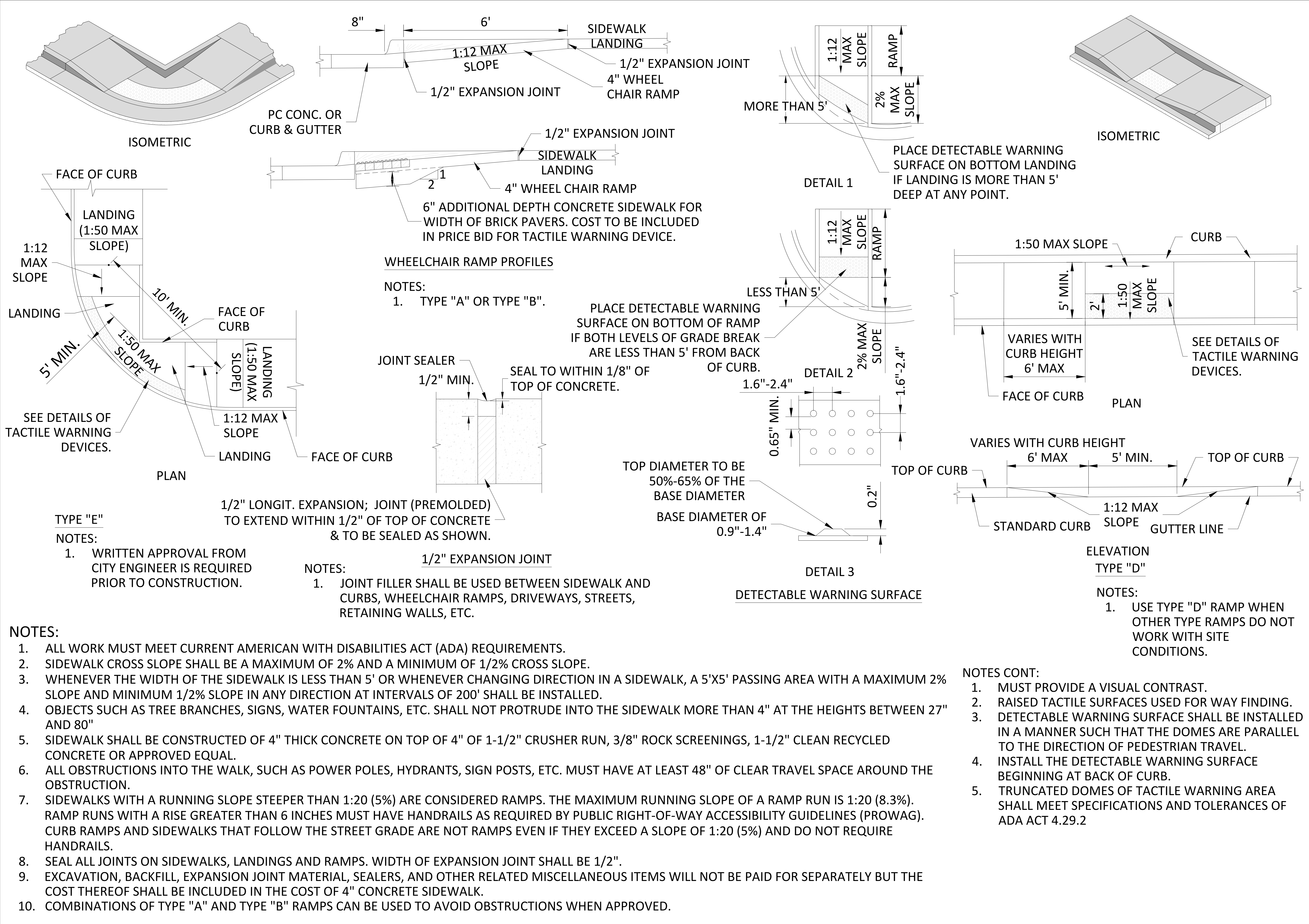
Seth Barkhimer

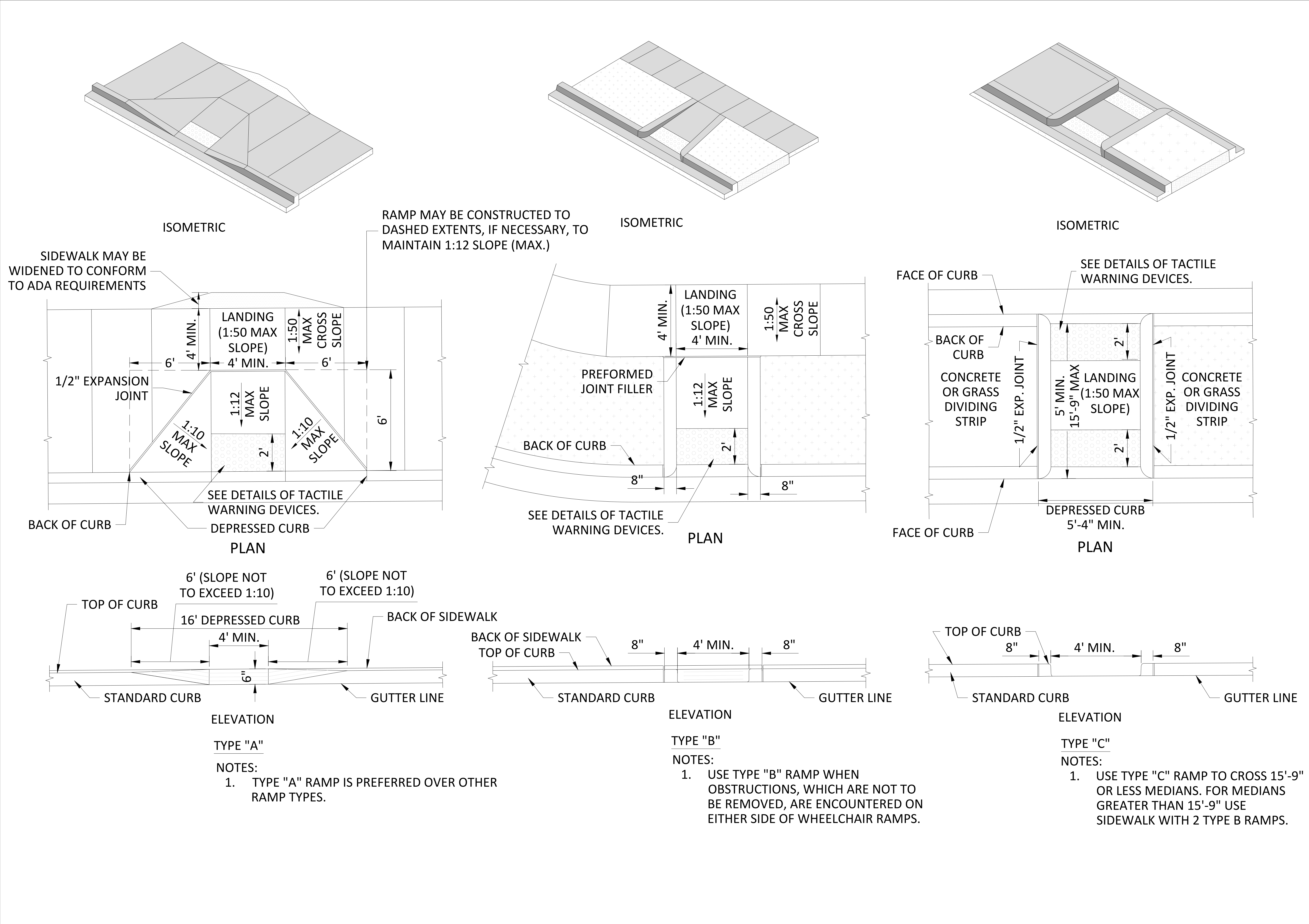
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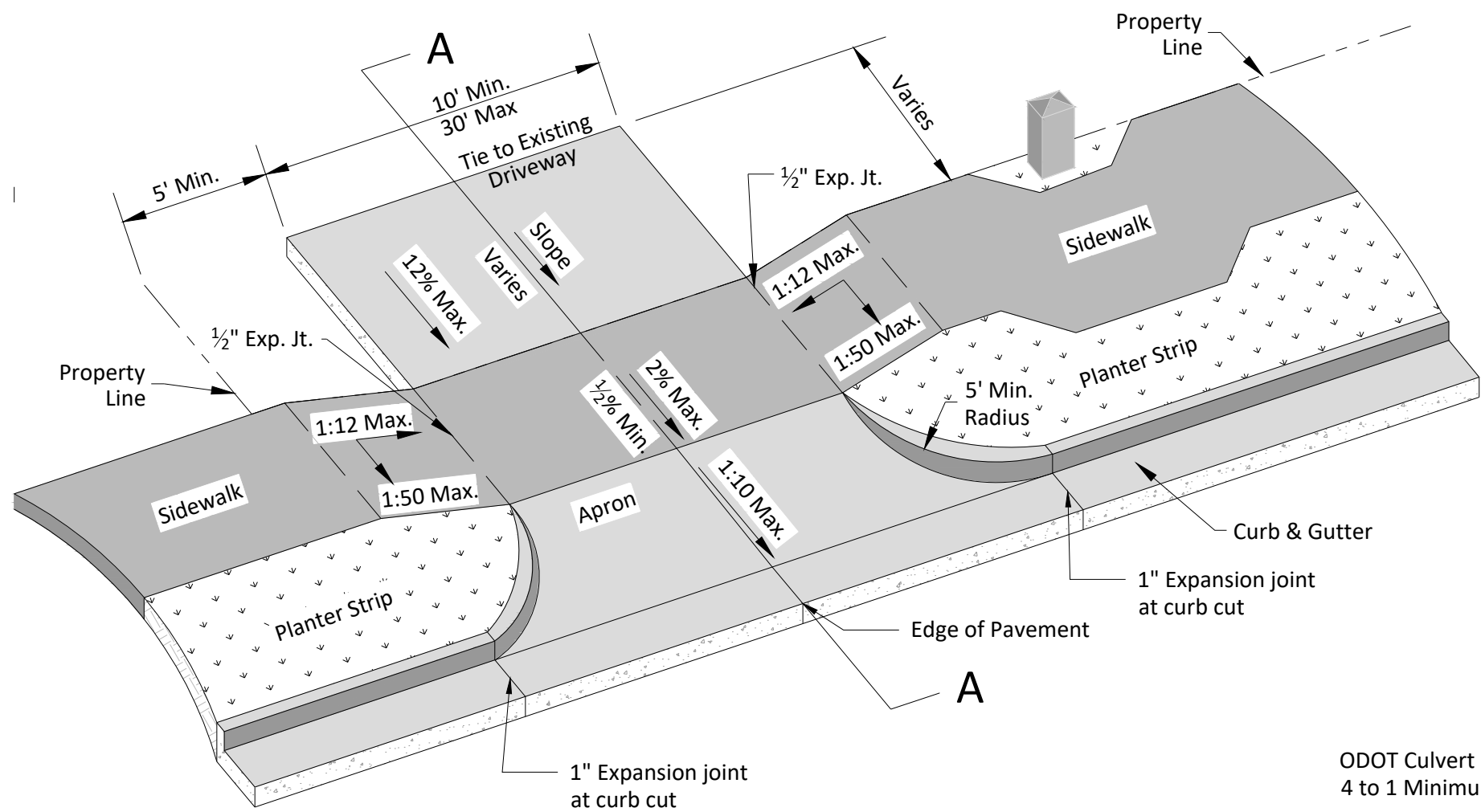
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REVISION DATE:

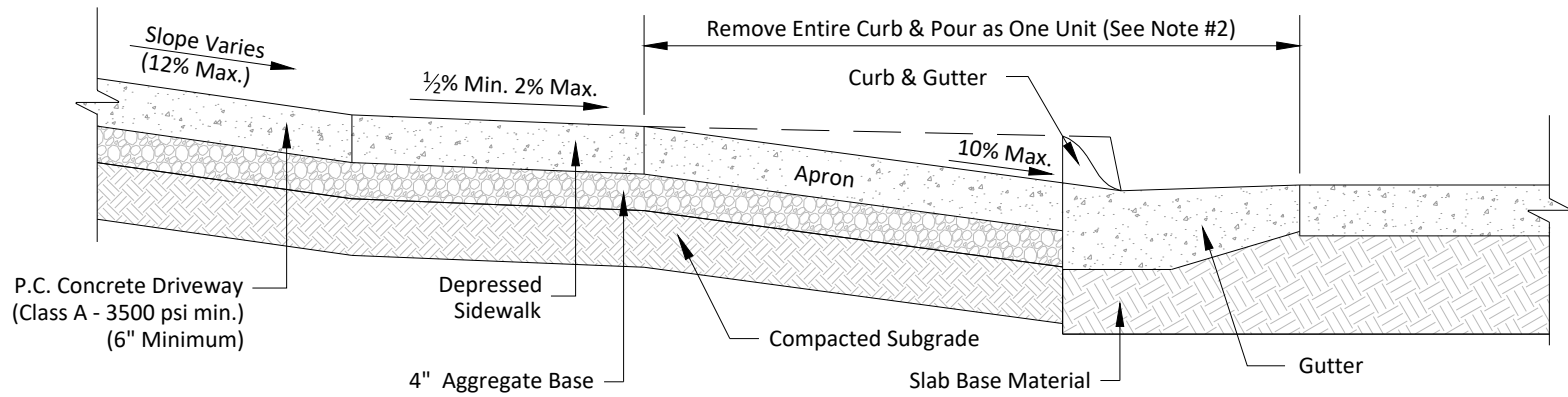
STANDARD SIDEWALK DETAILS







ISOMETRIC

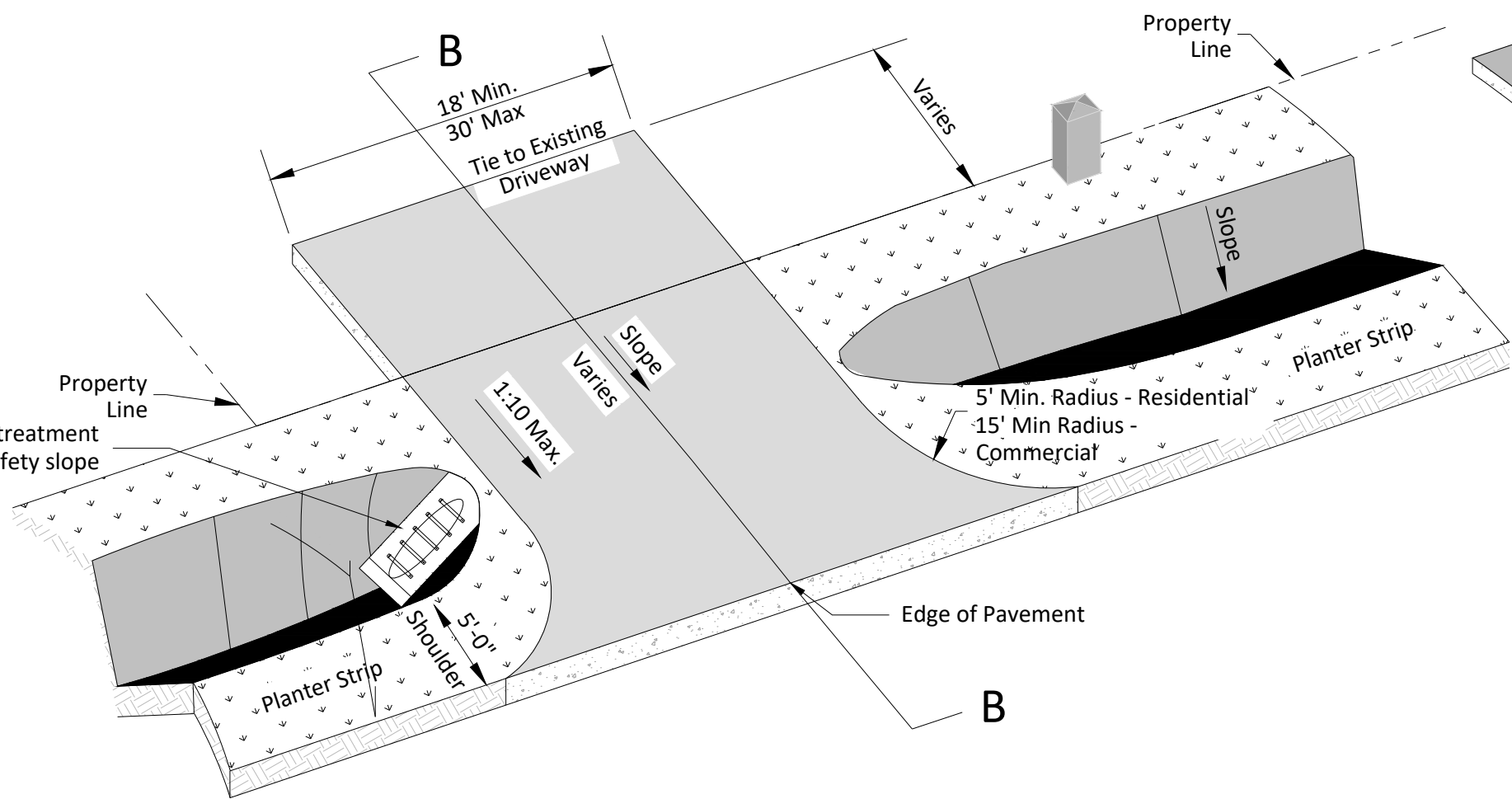


SECTION A-A

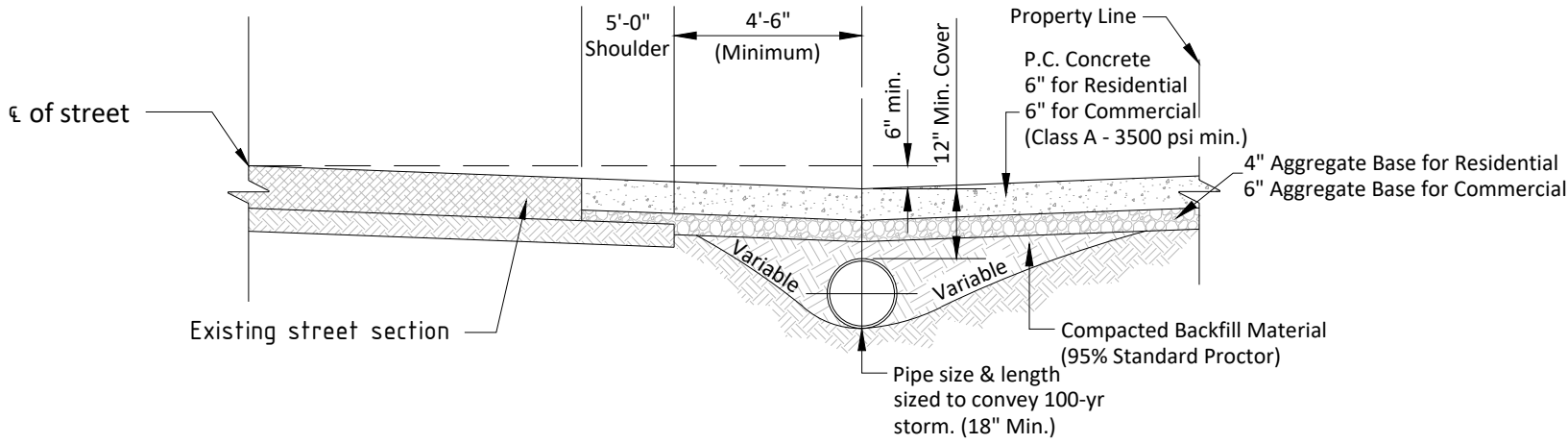
NOTES:

- THE SIDES OF THE RESIDENTIAL DRIVEWAY APPROACHES SHALL BE AT A 90 DEGREE DEFLECTION ANGLE MEASURED FROM THE STREET CURB LINE.
- FOR ONE AND TWO FAMILY RESIDENCES, THE WIDTH OF DRIVEWAYS SHALL BE 30' MAXIMUM AND 10' MINIMUM. WIDTHS MAY BE 18' FOR DRIVEWAYS ON CUL-DE-SACS, FOR CIRCLE DRIVES, OR DRIVEWAYS OVER 40' IN LENGTH IF PROVISIONS ARE MADE FOR PARKING TWO CARS SIDE-BY-SIDE ON THE PRIVATE PORTION OF THE DRIVE.
- 5' MINIMUM RADIUS IS APPROVED FOR ONE & TWO FAMILY RESIDENCES NOT ABUTTING A LIMITED ACCESS OR MAJOR STREET.
- THE DRIVEWAY CONTRACTOR MAY SAW CUT & REMOVE THE COMPLETE CURB AND GUTTER SECTION OR REMOVE THE CURB AND THE SECTION OF GUTTER DIRECTLY UNDER THE CURB. SAW CUTS SHALL BE 2" OR 1/2 THE DEPTH OF THE GUTTER, WHICHEVER IS GREATER. SAW CUTS SHALL INCLUDE THE TOP & FACE OF CURB AS WELL AS THE GUTTER. SAW CUTS SHALL BE MADE PRIOR TO THE REMOVAL OF CONCRETE.
- IF A GUTTER HOLDS WATER PRIOR TO ANY CONSTRUCTION BY DRIVEWAY CONTRACTOR, HE SHOULD NOTIFY THE CITY ENGINEER OF THE SITUATION BEFORE DOING ANY WORK. THE COMPLETED DRIVEWAY WORK WILL NOT BE ACCEPTED IF THE GUTTER HOLDS WATER DUE TO POOR CONSTRUCTION BY THE CONTRACTOR.
- IT IS RECOGNIZED THAT THIS DRIVEWAY WILL NOT COVER EVERY POSSIBLE SITUATION ENCOUNTERED IN CONSTRUCTION. ADDITIONAL EXPANSION JOINTS WILL BE REQUIRED AS NEEDED.
- CLEAN AND SEAL ALL JOINTS AND SAW CUTS IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
- LONGITUDINAL JOINT REQUIRED FOR DRIVES 16' WIDE & GREATER. SAW CUT 2" DEEP AND FILL WITH SILICONE SEALANT. TRANSVERSE JOINTS REQUIRED AT 15' MAXIMUM SPACING.
- IN SITUATIONS OF IN-FILL, WHERE PROPER SEPARATION FROM THE PROPERTY LINE CAN NOT BE ACHIEVED, DO NOT TURN RADIUS IN FRONT OF ADJACENT PROPERTY WITHOUT WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER.
- ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
- REFERENCE SHEET ST14 FOR ADDITIONAL INFORMATION REGARDING ADA COMPLIANT RAMPS.
- IF CONCRETE DRIVEWAY APPROACH ABUTS A CONCRETE STREET OR MOUNTABLE CURB THE DRIVEWAY SHALL BE CONNECTED TO THE STREET OR CURB USING A KEYWAY OR TIE BARS. THE TIE BARS SHALL BE #4 BARS 18" LONG REQUIRED AT 24" C/C.

RESIDENTIAL DRIVEWAY DETAILS



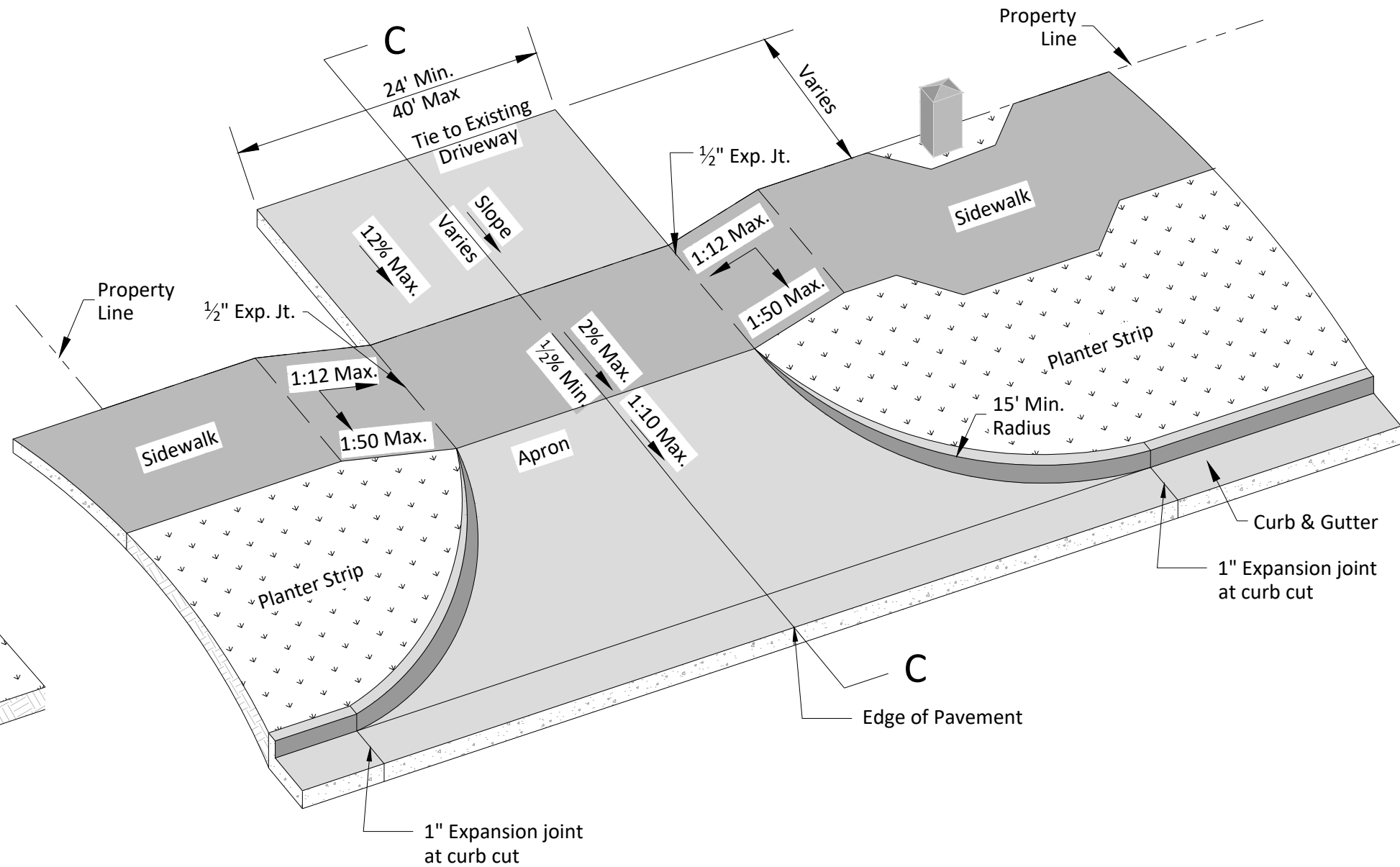
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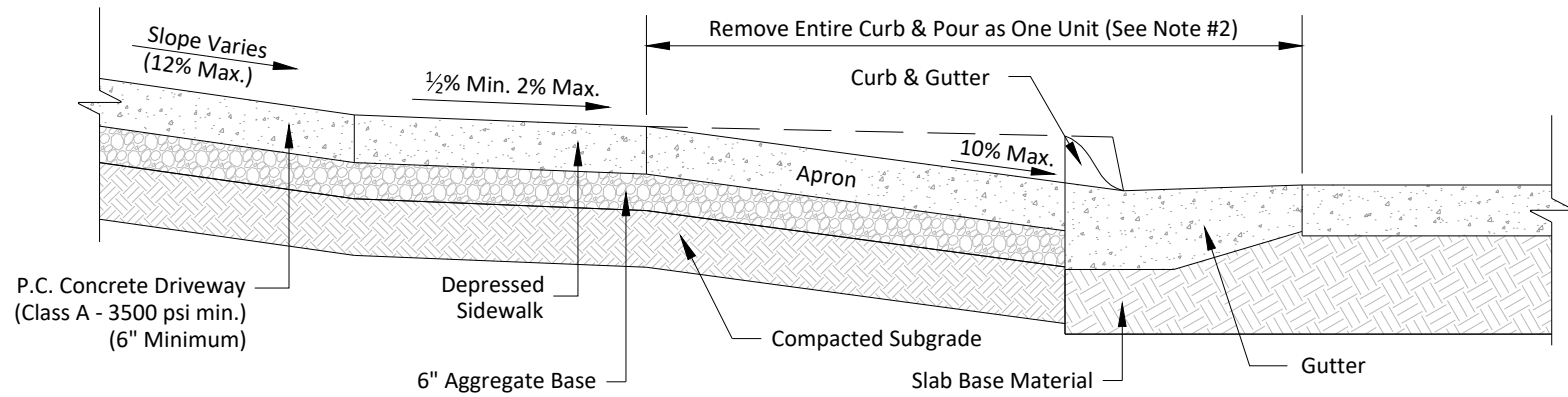
NOTES:

- 5' MINIMUM RADIUS IS APPROVED FOR RURAL RESIDENCES NOT ABUTTING A LIMITED ACCESS OR MAJOR STREET.
- THE DRIVEWAY CONTRACTOR MAY SAW CUT & REMOVE THE COMPLETE CURB AND GUTTER SECTION OR REMOVE THE CURB AND THE SECTION OF GUTTER DIRECTLY UNDER THE CURB. SAW CUTS SHALL BE 2" OR 1/2 THE DEPTH OF THE GUTTER, WHICHEVER IS GREATER. SAW CUTS SHALL INCLUDE THE TOP & FACE OF CURB AS WELL AS THE GUTTER. SAW CUTS SHALL BE MADE PRIOR TO THE REMOVAL OF CONCRETE.
- IF A GUTTER HOLDS WATER PRIOR TO ANY CONSTRUCTION BY DRIVEWAY CONTRACTOR, HE SHOULD NOTIFY THE CITY ENGINEER OF THE SITUATION BEFORE DOING ANY WORK. THE COMPLETED DRIVEWAY WORK WILL NOT BE ACCEPTED IF THE GUTTER HOLDS WATER DUE TO POOR CONSTRUCTION BY THE CONTRACTOR.
- IT IS RECOGNIZED THAT THIS DRIVEWAY WILL NOT COVER EVERY POSSIBLE SITUATION ENCOUNTERED IN CONSTRUCTION. ADDITIONAL EXPANSION JOINTS WILL BE REQUIRED AS NEEDED.
- CLEAN AND SEAL ALL JOINTS AND SAW CUTS IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
- LONGITUDINAL JOINT REQUIRED FOR DRIVES 16' WIDE & GREATER. SAW CUT 2" DEEP AND FILL WITH SILICONE SEALANT. TRANSVERSE JOINTS REQUIRED AT 15' MAXIMUM SPACING.
- DO NOT TURN RADIUS IN FRONT OF ADJACENT PROPERTY WITHOUT WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER.
- ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
- IN SITUATIONS WHERE THE PUBLIC ROAD SURFACE IS NOT HARD SURFACE, GRAVEL MAY BE USED IN LIEU OF CONCRETE.
- WRITTEN APPROVAL BY THE CITY ENGINEER IS REQUIRED.

DRIVEWAY DETAILS FOR RURAL DEVELOPMENT



ISOMETRIC



SECTION C-C

NOTES:

- A 15' MINIMUM RADIUS IS APPROVED FOR ALL COMMERCIAL DRIVEWAYS.
- THE DRIVEWAY CONTRACTOR MAY SAW CUT & REMOVE THE COMPLETE CURB AND GUTTER SECTION OR REMOVE THE CURB AND THE SECTION OF GUTTER DIRECTLY UNDER THE CURB. SAW CUTS SHALL BE 2" OR 1/2 THE DEPTH OF THE GUTTER, WHICHEVER IS GREATER. SAW CUTS SHALL INCLUDE THE TOP & FACE OF CURB AS WELL AS THE GUTTER. SAW CUTS SHALL BE MADE PRIOR TO THE REMOVAL OF CONCRETE.
- IF A GUTTER HOLDS WATER PRIOR TO ANY CONSTRUCTION BY DRIVEWAY CONTRACTOR, HE SHOULD NOTIFY THE CITY ENGINEER OF THE SITUATION BEFORE DOING ANY WORK. THE COMPLETED DRIVEWAY WORK WILL NOT BE ACCEPTED IF THE GUTTER HOLDS WATER DUE TO POOR CONSTRUCTION BY THE CONTRACTOR.
- IT IS RECOGNIZED THAT THIS DRIVEWAY WILL NOT COVER EVERY POSSIBLE SITUATION ENCOUNTERED IN CONSTRUCTION. ADDITIONAL EXPANSION JOINTS WILL BE REQUIRED AS NEEDED.
- CLEAN AND SEAL ALL JOINTS AND SAW CUTS IN ACCORDANCE WITH STANDARD SPECIFICATIONS.
- LONGITUDINAL JOINT REQUIRED FOR DRIVES 16' WIDE & GREATER. SAW CUT 2" DEEP AND FILL WITH SILICONE SEALANT. TRANSVERSE JOINTS REQUIRED AT 15' MAXIMUM SPACING.
- DO NOT TURN RADIUS IN FRONT OF ADJACENT PROPERTY WITHOUT WRITTEN PERMISSION FROM ADJACENT PROPERTY OWNER.
- ALL AGGREGATE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY UNLESS OTHERWISE NOTED.
- REFERENCE SHEET ST14 FOR ADDITIONAL INFORMATION REGARDING ADA COMPLIANT RAMPS.
- THE SIDES OF COMMERCIAL DRIVEWAY APPROACHES SHALL BE FROM 45 TO 90 DEGREE DEFLECTION ANGLE MEASURED FROM THE STREET CURB LINE.

COMMERCIAL DRIVEWAY DETAILS

STANDARD DRIVEWAY TYPICAL SECTIONS

APPROVED BY:

DATE 10/21/2024

CITY OF SHAWNEE, OKLAHOMA

ENGINEERING DEPARTMENT

SETH BARKHIMER, P.E. CITY ENGINEER

REVISION DATE: 8/26/2024

DRAWING NO. ST-16

REVISION NUMBER: 01

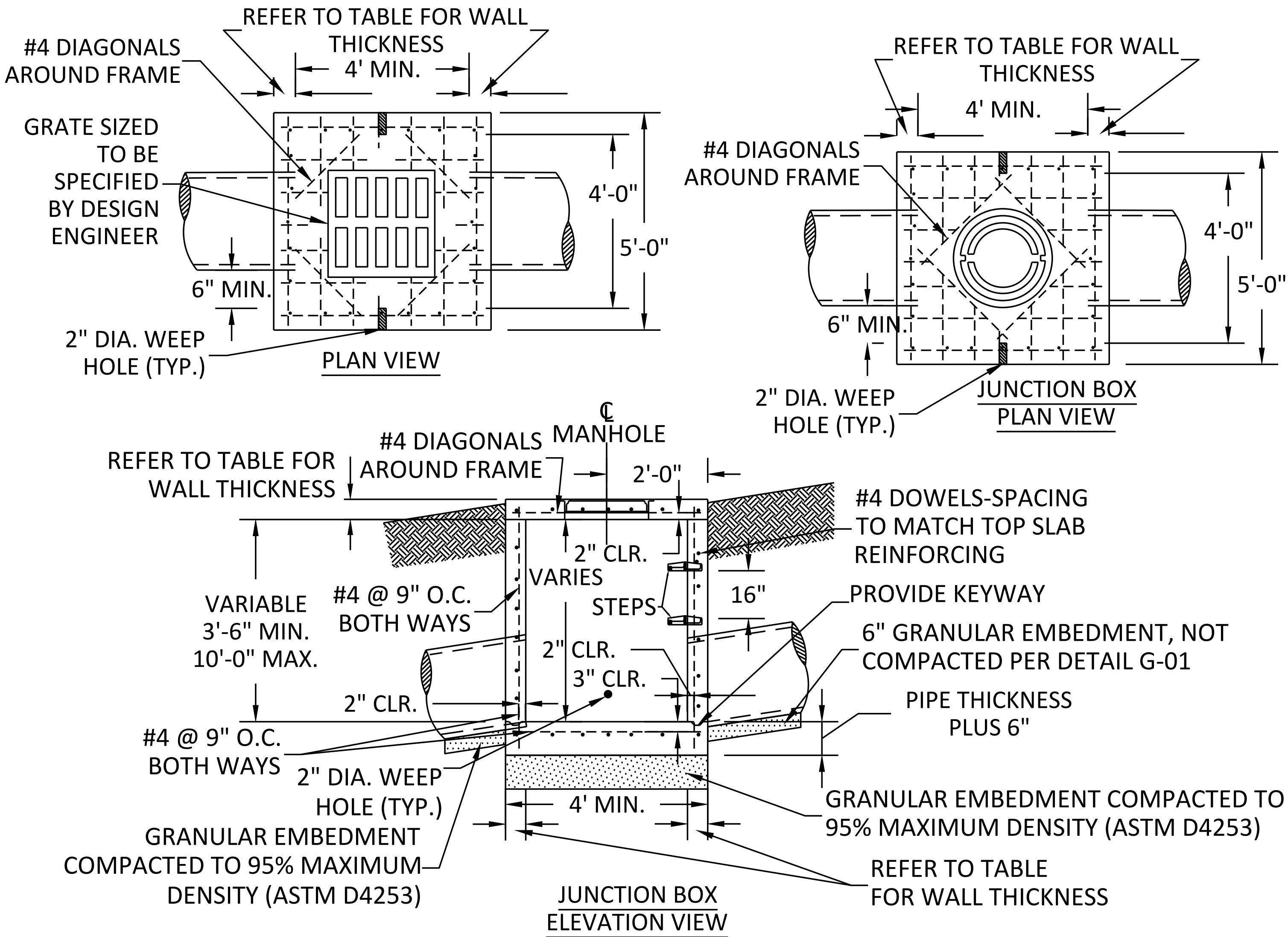
STANDARD STORMWATER NOTES:
REFERENCE ODOT STANDARD DETAILS PROVIDED BELOW, WITH THE FOLLOWING MODIFICATIONS:

- 1) ALL STRUCTURES SHALL BE CAST-IN-PLACE OR PRECAST CONCRETE. NO MASONRY STRUCTURES WILL BE APPROVED.
- 2) ODOT R-48: LETTERING ON MANHOLE COVERS SHOULD REFLECT CITY OF SHAWNEE STANDARD DETAIL G-06
- 3) ODOT R-30, R-31, R-32, AND R-33: SAFETY GRATES FOR CULVERT END SECTIONS SHALL BE ODOT STANDARD PIPE GRATES. PREMANUFACTURED GRATE SOLUTIONS SHALL BE APPROVED BY THE CITY ENGINEER.

OKLAHOMA DEPARTMENT OF TRANSPORTATION 2019 ROADWAY DESIGN STANDARD DRAWINGS		
SHEET NO.	DESCRIPTION	STANDARD
R-30	CULVERT END TREATMENT SINGLE PIPE INSTALLATION 1 TO 4 SAFETY SLOPE	CET4S-4-
R-31	CULVERT END TREATMENT SINGLE PIPE INSTALLATION 1 TO 6 SAFETY SLOPE	CET6S-4-
R-32	CULVERT END TREATMENT DOUBLE PIPE INSTALLATION 1 TO 4 SAFETY SLOPE	CET4D-4-
R-33	CULVERT END TREATMENT DOUBLE PIPE INSTALLATION 1 TO 6 SAFETY SLOPE	CET6D-4-
R-34	PREFABRICATED CULVERT END SECTIONS	PCES-5-
R-35	SLOPED CONCRETE END SECTIONS	SCES-4-1
R-36	CAST-IN-PLACE CONCRETE DROP INLETS FOR R. C. BOXES (3' X 2' TO 6' X 6')	CDIB-2-
R-37	CAST-IN-PLACE CONCRETE DROP INLETS FOR 30 DEG. SKEW R.C. BOXES (3' X 2' TO 6' X 6')	CDIB30-2-
R-38	CAST-IN-PLACE CONCRETE DROP INLET FOR 18" TO 72" R. C. PIPES	CDIP-2-
R-39	CAST-IN-PLACE CONCRETE DROP INLET FOR 30 DEG. SKEW 18" TO 72" R. C. PIPES	CIDP30-2-
R-40	CAST-IN-PLACE GRATED PIPE DROP INLET (18" TO 42" PIPES)	GPI-5-
R-41	STORM SEWER CONSTRUCTION DETAILS	SSCD-4-
R-42	PRECAST CURB INLET (DESIGNS 1, 2, AND 3)	PCI-1-
R-45	CAST-IN-PLACE CURB INLETS	CI-2-
R-46	STORM SEWER INLET FRAMES (CURB INLETS)	SSIF-5-
R-47	CAST IRON GRATES (CURB INLETS)	CIG-4-

INSIDE DIMENSION	DIAMETER OF OUTLET PIPE	MIN. WALL THICKNESS	* TOP CONCRETE SLAB REINFORCING	MIN. WALL THICKNESS
4'	18" - 24"	6"	# 4'S @ 8" O.C. E.W.	6"
5'	30" - 42"	8"	# 4'S @ 7" O.C. E.W.	8"
6'	48" - 54"	8"	# 5'S @ 9" O.C. E.W.	8"

* WHEN UNDER TRAFFIC, USE # 5'S @ 6" O.C. E.W.



JUNCTION BOX/AREA INLET NOTES:

1. ALL EXPOSED CORNERS TO HAVE 3/4" CHAMFER.
2. ALL REINFORCEMENT BARS SHALL BE GRADE 60 AND SHALL HAVE A MIN. 2" COVER UNLESS OTHERWISE NOTED.
3. MIN. CONCRETE STRENGTH TO BE ODOT CLASS A, 3,500 PSI.
4. INVERTS SHALL BE POURED MONOLITHICALLY WITH FOOTING.
5. PIPES MAY ENTER BOX FROM ANY ANGLE OF ELEVATION AS DIRECTED BY THE ENGINEER. REINFORCING BARS SHALL BE CUT TO CLEAR PIPE BY 2".
6. STEPS ARE REQUIRED IN STORM DRAIN MANHOLES THAT ARE AT 4 FT OF DEPTH AND GREATER (FROM INVERT TO RIM). CENTERLINE OF MANHOLE LID SHALL BE 2 FT FROM THE WALL WHERE STEPS ARE LOCATED. STEPS (6" x 12") SHALL BE COPOLYMER POLYPROPYLENE PLASTIC WITH STEEL CORE AT 16" APART.
7. LIMIT DEFLECTION TO 60 DEGREES. IF GREATER, USE NEXT LARGER MANHOLE DIAMETER/SIZE AND MIN. DISTANCE FROM EXTERIOR OF PIPES TO INTERIOR SIDEWALL SHALL NOT BE LESS THAN 6".



CITY OF SHAWNEE, OKLAHOMA
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SW-01

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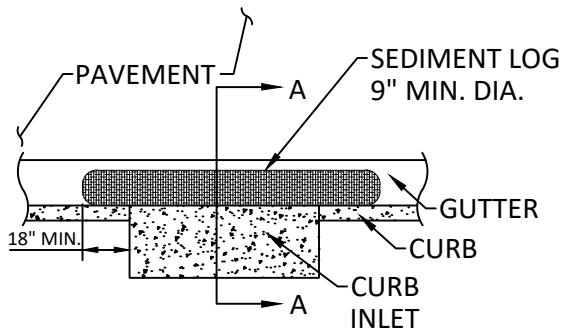
REVISION NUMBER:

DATE: 10/21/2024

APPROVED BY: SETH BARKHIMER, P.E. CITY ENGINEER

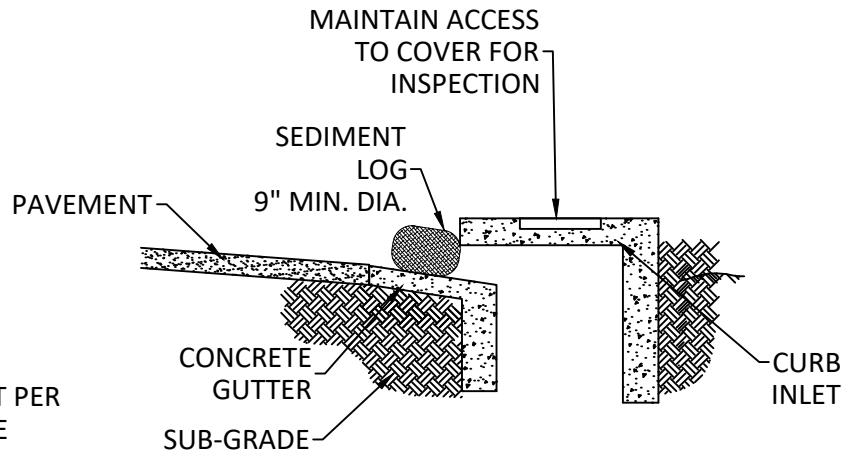
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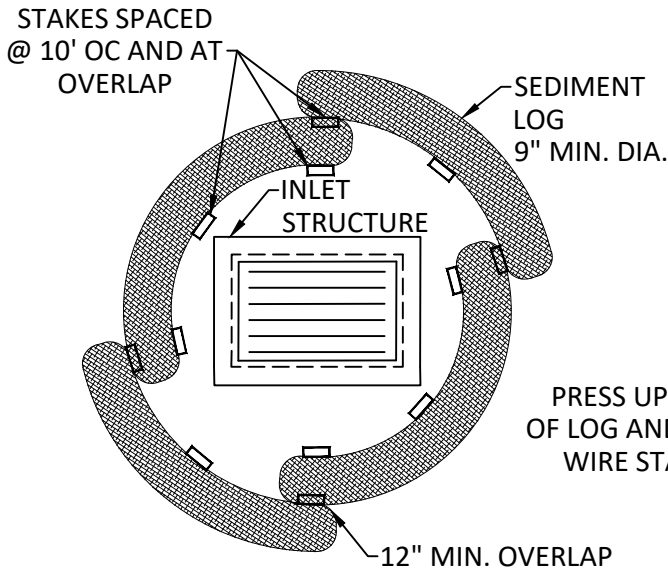


CURB INLET PLAN VIEW

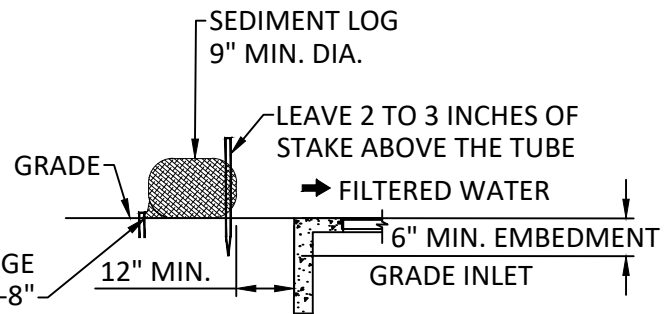
SEDIMENT LOGS SHALL HAVE A MIN. WEIGHT PER LINEAR FOOT OF 4.5 LBS AND SHALL EXCLUDE **STRAW** OR **SAND** MEDIA.



CURB INLET SECTION VIEW A-A



AREA INLET PLAN VIEW



AREA INLET SECTION VIEW

NOTES:

1. PLACE DEVICES AROUND PERIMETER OF GRATE/AREA INLET, WITH ENDS OF ADJACENT SEDIMENT LOGS OVERLAPPING 12" MIN.
2. PLACEMENT OF DEVICES SHALL EXTEND 12" MIN. BEYOND THE LIMITS OF THE CURB INLET STRUCTURE ON BOTH SIDES.
3. INLET PROTECTION DEVICES MUST BE INSPECTED FOR SEDIMENT ACCUMULATION WITHIN THE CATCH BASIN OR UPGRADIENT OF THE INLET.
4. ANY SEDIMENT ACCUMULATED IN OR ADJACENT TO A STORM DRAIN INLET MUST BE REMOVED AS SOON AS PRACTICABLE BUT NOT LATER THAN 3 DAYS AFTER DISCOVERY.
5. INLET PROTECTION DEVICES SHALL BE INSPECTED FOR UNINTENDED BYPASS OR IMPROPER FLOW-RATES THAT MAY CAUSE DOWNSTREAM FLOODING.
6. CONTACT THE CITY ENGINEER FOR ALTERNATE INLET PROTECTION IF THE DESIGNED PROTECTION MAY IMPACT DOWNSTREAM CONDITIONS. ENSURE THAT NO UNDERMINING OF INLET PROTECTION DEVICES HAS OCCURRED.
7. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING DAMAGE, OR DETERIORATION.

SEDIMENT LOG CURB INLET PROTECTION

APPROVED BY:

SAB

DATE: 10/21/2024

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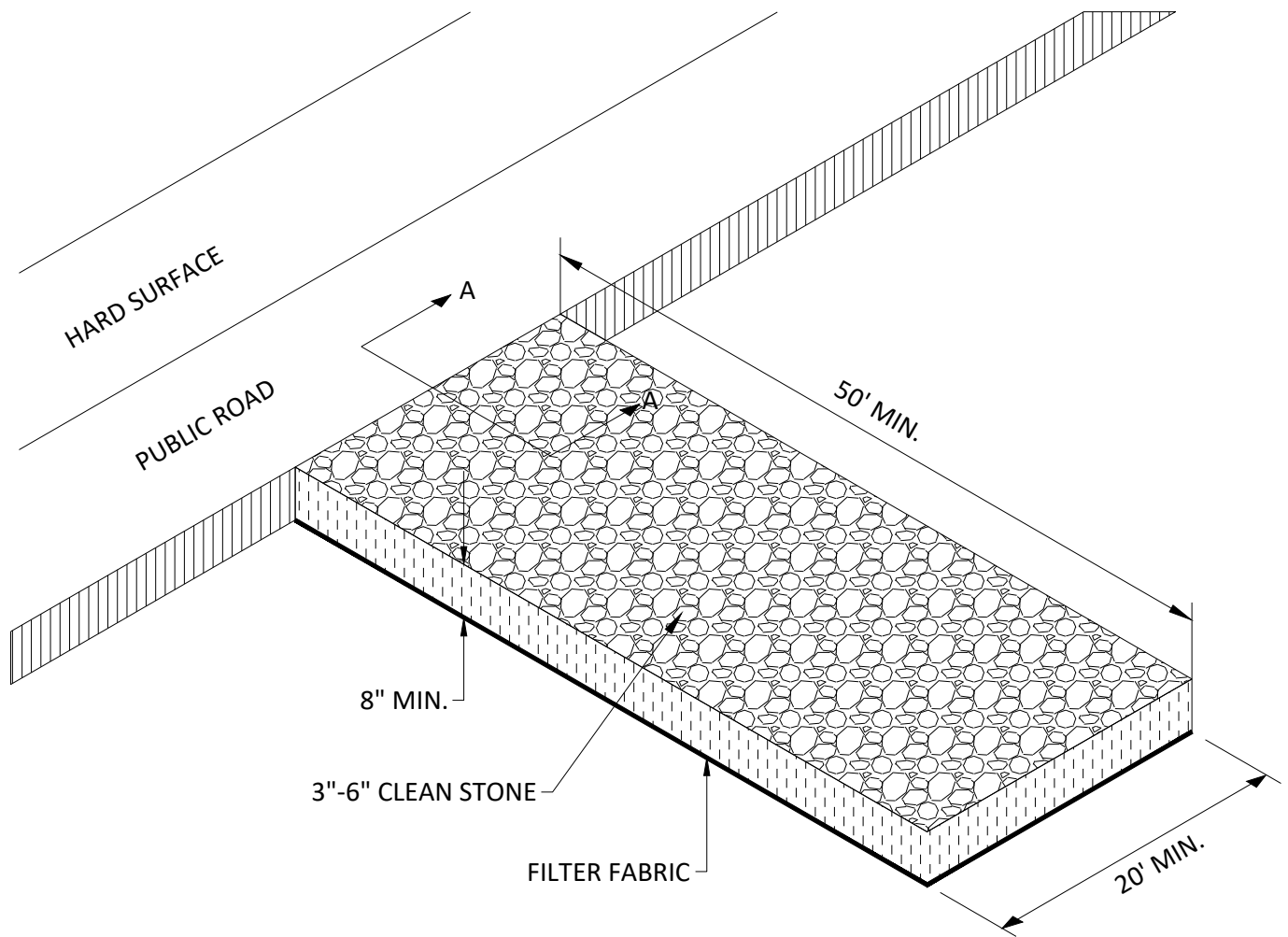
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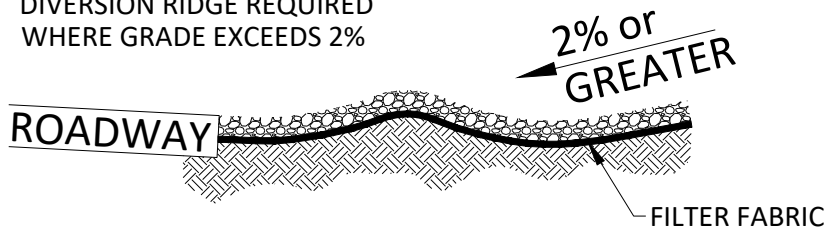
REVISION DATE: 8/26/2024

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DRAWING NO. EC-01



NOTE:
DIVERSION RIDGE REQUIRED
WHERE GRADE EXCEEDS 2%



SECTION A-A

NOTES:

1. REPLACE CONTAMINATED STONE AS REQUIRED TO PREVENT TRACKING OF SEDIMENT OR MUD ON PUBLIC STREETS.
2. CLEAN STREETS DAILY WITH BROOM (NO POWER BROOM) AND SHOVEL. THE USE OF WATER IS PROHIBITED.
3. ALL VEHICLES MUST USE CONSTRUCTION ENTRANCE/EXIT.
4. IF WHEEL WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

CONSTRUCTION ENTRANCE/EXIT

APPROVED BY:

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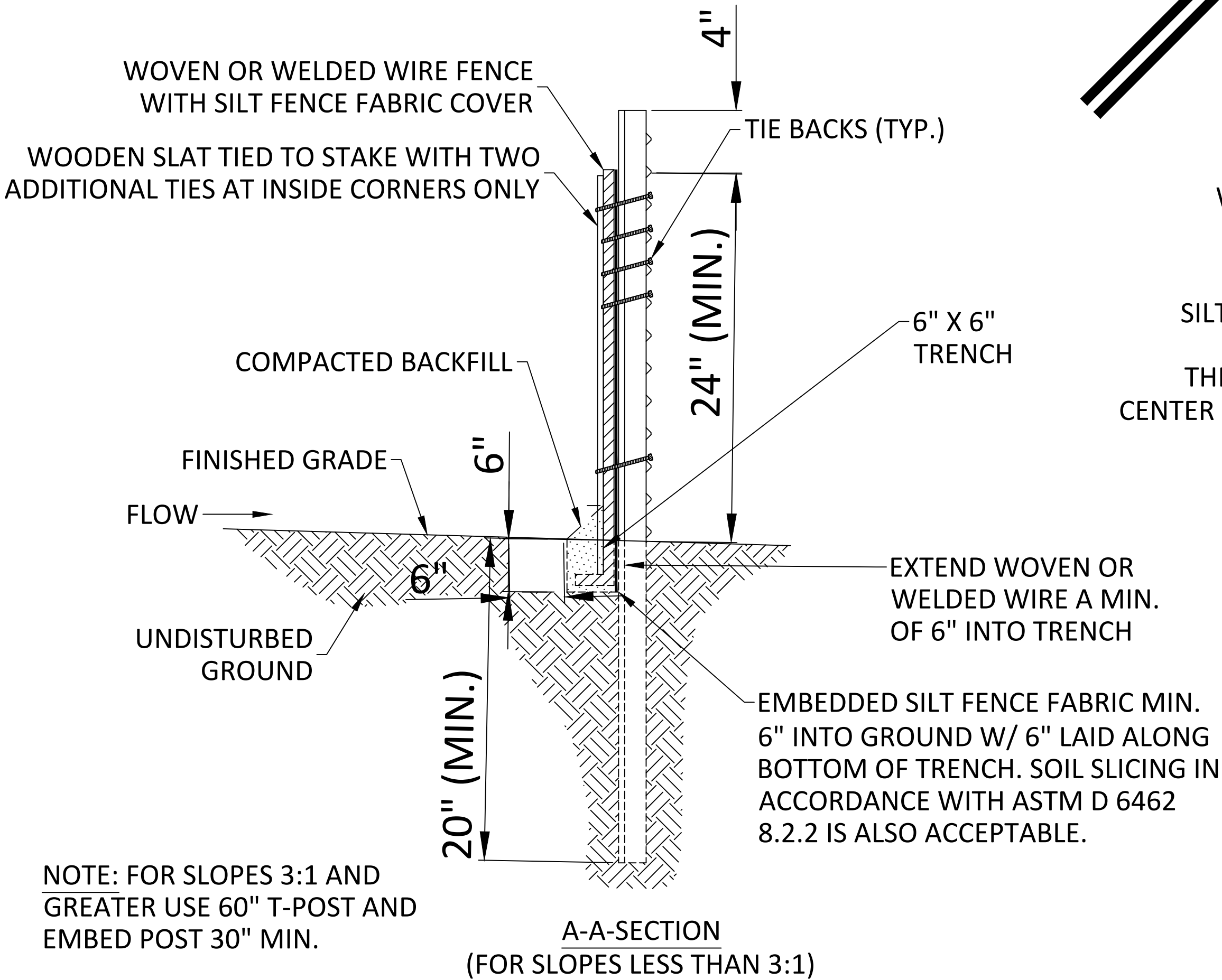
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. EC-02



LAND SLOPE TO FLOW LENGTH	
LAND SLOPE	MAX. SHEET FLOW DISTANCE TO FENCE
5:1 OR LESS	100 FT
4:1	75 FT
3:1	50 FT
2:1	25 FT



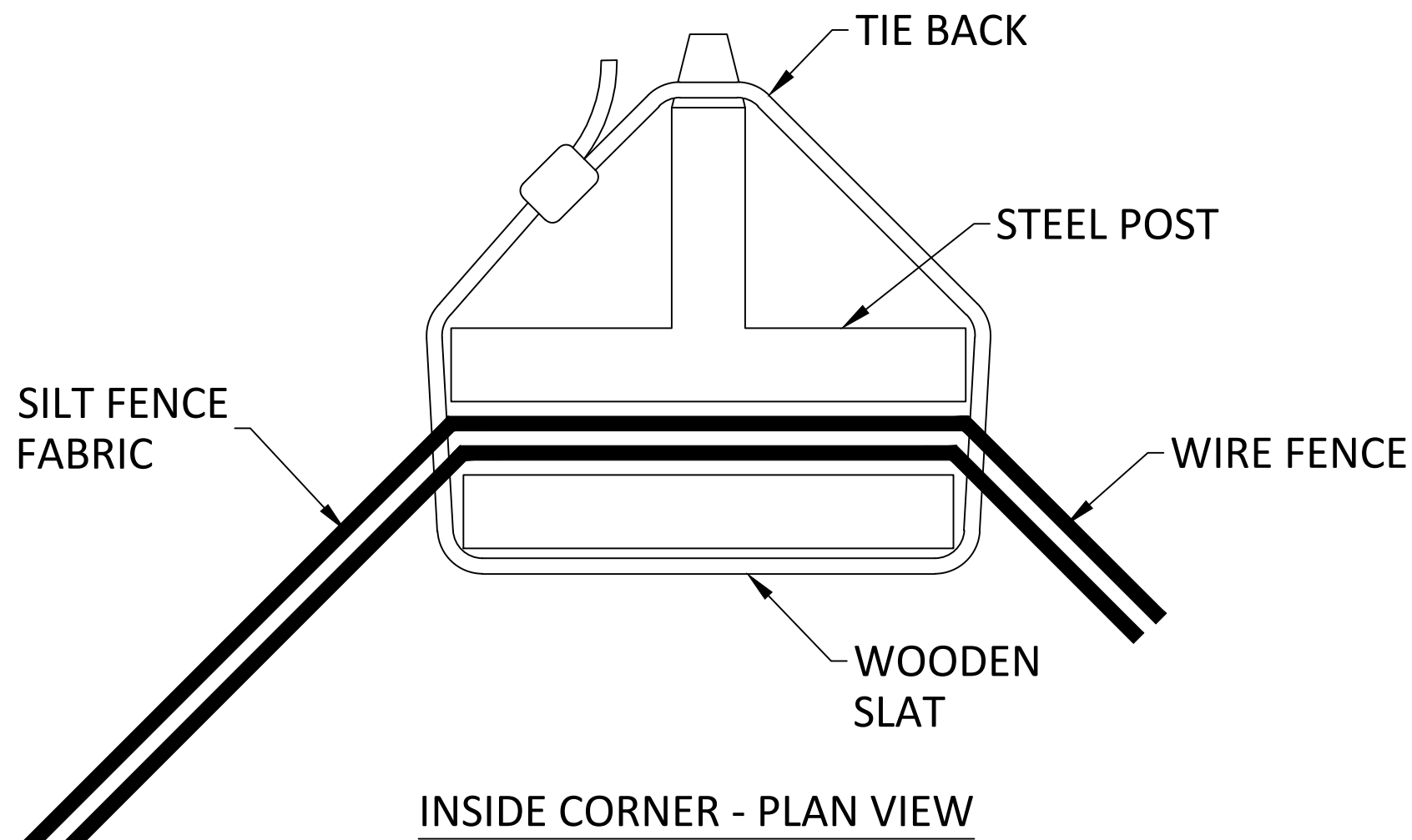
NOTE: FOR SLOPES 3:1 AND GREATER USE 60" T-POST AND EMBED POST 30" MIN.

NOTES:

1. MATERIALS AND INSTALLATION SHALL COMPLY WITH ASTM D6462 LATEST EDITION AS WELL AS THE REQUIREMENTS OF THE CITY DESIGN CRITERIA MANUAL.
2. INSTALL SILT FENCE AT A FAIRLY LEVEL GRADE ALONG THE CONTOUR WITH THE ENDS CURVED UPHILL TO PROVIDE SUFFICIENT UPSTREAM STORAGE VOLUME FOR THE ANTICIPATED RUNOFF.
3. ATTACH THE GEOTEXTILE OR FABRIC TO THE WOVEN OR WELDED WIRE FENCE WITH THREE WIRE TIES OR OTHER FASTENERS (HORIZONTALLY SPACED EVERY 30"), ALL SPACED WITHIN THE TOP 8" OF THE FABRIC. ATTACH EACH TIE DIAGONALLY 45 DEGREES THROUGH THE FABRIC, WITH EACH PUNCTURE AT LEAST 1" VERTICALLY APART. AT EACH POST, ATTACH THE GEOTEXTILE OR FABRIC AND THE WOVEN OR WELDED WIRE FENCE TO THE POST AS PREVIOUSLY STATED. IN ADDITION, EACH TIE PLACED ON A POST SHOULD BE POSITIONED TO HANG ON A POST NIPPLE WHEN TIGHTENED TO PREVENT SAGGING.
4. WHEN TWO SECTIONS OF SILT FENCE FABRIC ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED A MINIMUM OF 60" ACROSS TWO POSTS, AS SHOWN.
5. ALL SILT FENCE SHALL INCLUDE WIRE SUPPORT.
6. WRAP APPROXIMATELY 6" OF FABRIC AROUND THE END POSTS AND SECURE WITH 3 TIES.
7. COMPACT THE SOIL NEXT TO THE SILT FENCE FABRIC WITH THE FRONT WHEEL OF THE TRACTOR, SKID STEER, OR ROLLER EXERTING AT LEAST 60 POUNDS PER SQ. INCH. COMPACT THE UPSTREAM SIDE FIRST. COMPACT EACH SIDE TWICE FOR A TOTAL OF FOUR TRIPS.
8. ADD POST CAPS AS NEEDED BASED ON SITE CONDITIONS AND APPLICABLE AGENCY REQUIREMENTS.

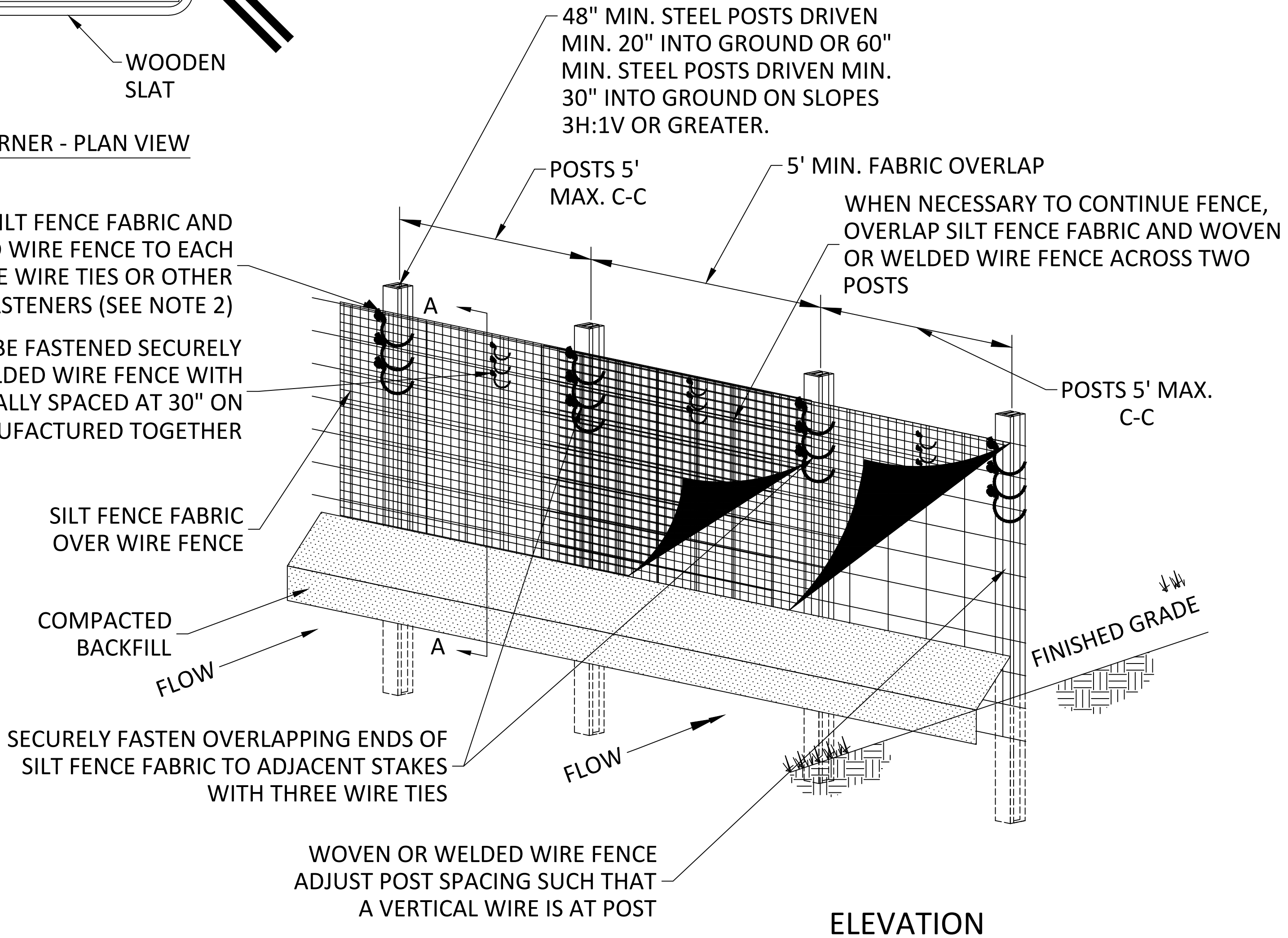
MAINTENANCE NOTES:

1. SILT FENCES SHALL BE INSPECTED ALONG ITS ENTIRETY AND MUST BE CLEANED WHEN SEDIMENT HAS ACCUMULATED TO ONE-THIRD THE HEIGHT OF THE SILT FENCE. MAINTENANCE CLEANOUT MUST BE CONDUCTED REGULARLY TO PREVENT ACCUMULATED SEDIMENTS FROM REACHING ONE-THIRD THE HEIGHT OF THE SILT FENCE.
2. SPECIAL ATTENTION SHOULD BE PAID TO ENSURE THAT NO UNDERMINING OF SILT FENCE HAS OCCURRED AND THAT NO BYPASS IS OCCURRING AT JOINING SECTIONS.
3. IF EXCESS SEDIMENT IS ACCUMULATING IN ANY SECTION OF SILT FENCE, THE CONTRACTOR SHOULD IMPLEMENT ADDITIONAL UPSTREAM STABILIZATION MEASURES TO PREVENT EXCESSIVE BUILDUP ON SILT FENCE.
4. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED.



ATTACH THE SILT FENCE FABRIC AND WOVEN OR WELDED WIRE FENCE TO EACH POST WITH THREE WIRE TIES OR OTHER FASTENERS (SEE NOTE 2)

SILT FENCE FABRIC TO BE FASTENED SECURELY TO WOVEN OR WELDED WIRE FENCE WITH THREE TIES HORIZONTALLY SPACED AT 30" ON CENTER (TYP.) UNLESS MANUFACTURED TOGETHER

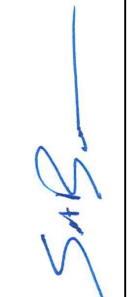


POSTS: STEEL T OR U TYPE.
FENCE: WOVEN OR WELDED WIRE, 14 GA., 6"X6" MAX. MESH OPENING
FABRIC: MIN. REQUIREMENTS
GRAB TENSILE= 90LBS
PERMITTIVITY = 0.05 (SEC-1)
ULTRAVIOLET STABILITY = 70%
APPARENT OPENING = 0.60 mm



SILT FENCE WITH WIRE BACKING

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

APPROVED BY: 
DATE: 10/21/2024
SETH BARKHIMER, P.E. CITY ENGINEER

EC-03

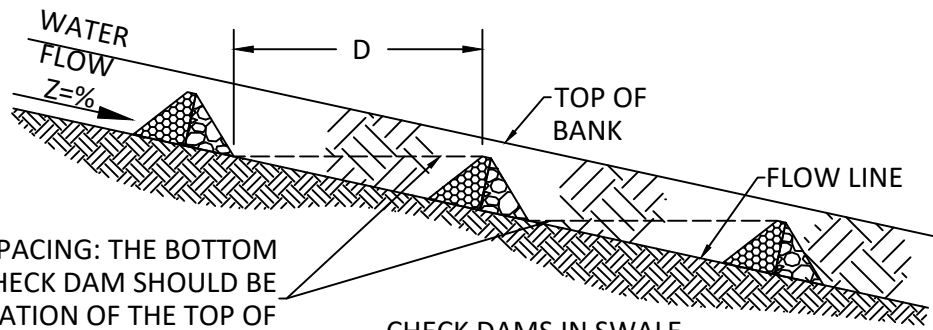
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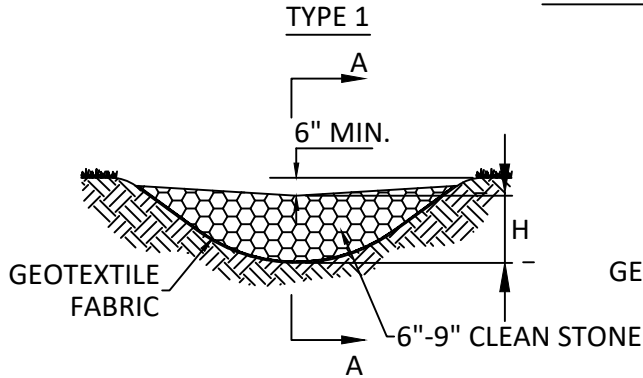
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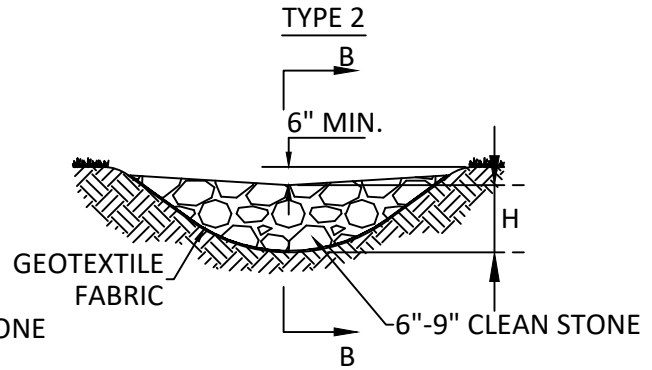
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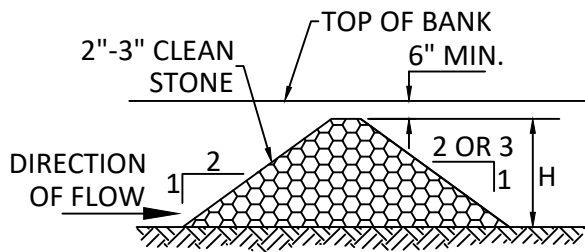
CHECK DAMS IN SWALE
PROFILE VIEW



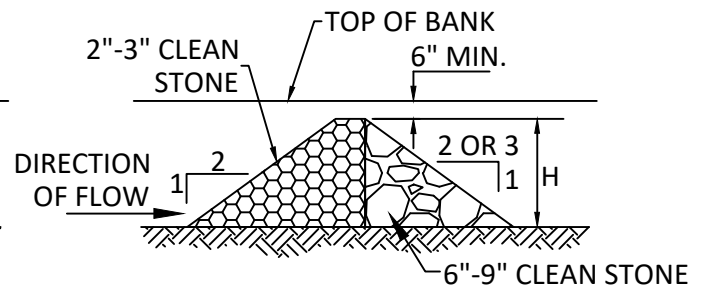
TYPE 1
2 ACRES OR LESS OF DRAINAGE AREA
(VIEW LOOKING UPSTREAM)



TYPE 2
2-10 ACRES OF DRAINAGE AREA
(VIEW LOOKING UPSTREAM)



ELEVATION A



ELEVATION B

NOTES:

1. STONES SHOULD BE PLACED UP THE CHANNEL BANKS TO PREVENT WATER FROM CUTTING AROUND THE DAM CHECK.
2. INSTALLATION SHALL BE PLACED EITHER BY HAND OR MECHANICALLY (NOT JUST DUMPED) TO ACHIEVE COMPLETE COVERAGE OF THE DITCH AND ENSURE THE CENTER OF THE DAM IS 6" LOWER THAN THE EDGES TO ENCOURAGE HIGH FLOWS TO REMAIN WITHIN THE CHANNEL BANKS.
3. MAXIMUM SPACING BETWEEN MULTIPLE DAMS SHOULD BE SUCH THAT THE TOE OF THE UPSTREAM CHECK DAM IS THE SAME AS THE TOP OF THE DOWNSTREAM CHECK DAM.
4. SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 1/2 THE ORIGINAL CHECK HEIGHT.
5. IN THE CASE OF GRASS-LINED DITCHES OR SWALES, ROCK CHECK DAMS SHOULD BE REMOVED WHEN THE GRASS HAS MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE, IF THE SLOPE IS 4% OR LESS.
6. THE AREA BENEATH THE ROCK CHECK DAMS SHOULD BE SEEDED AND MULCHED IMMEDIATELY AFTER THE CHECK DAM REMOVAL.
7. IF HIGH FLOWS ARE EXPERIENCED THAT CAUSE DAMAGE, THE CHECK DAMS SHALL BE REPAIRED TO THE ORIGINAL EXTENTS AND REINFORCED WITH LARGER STONE ON THE DOWNSTREAM SIDE.

ROCK CHECK DAM

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
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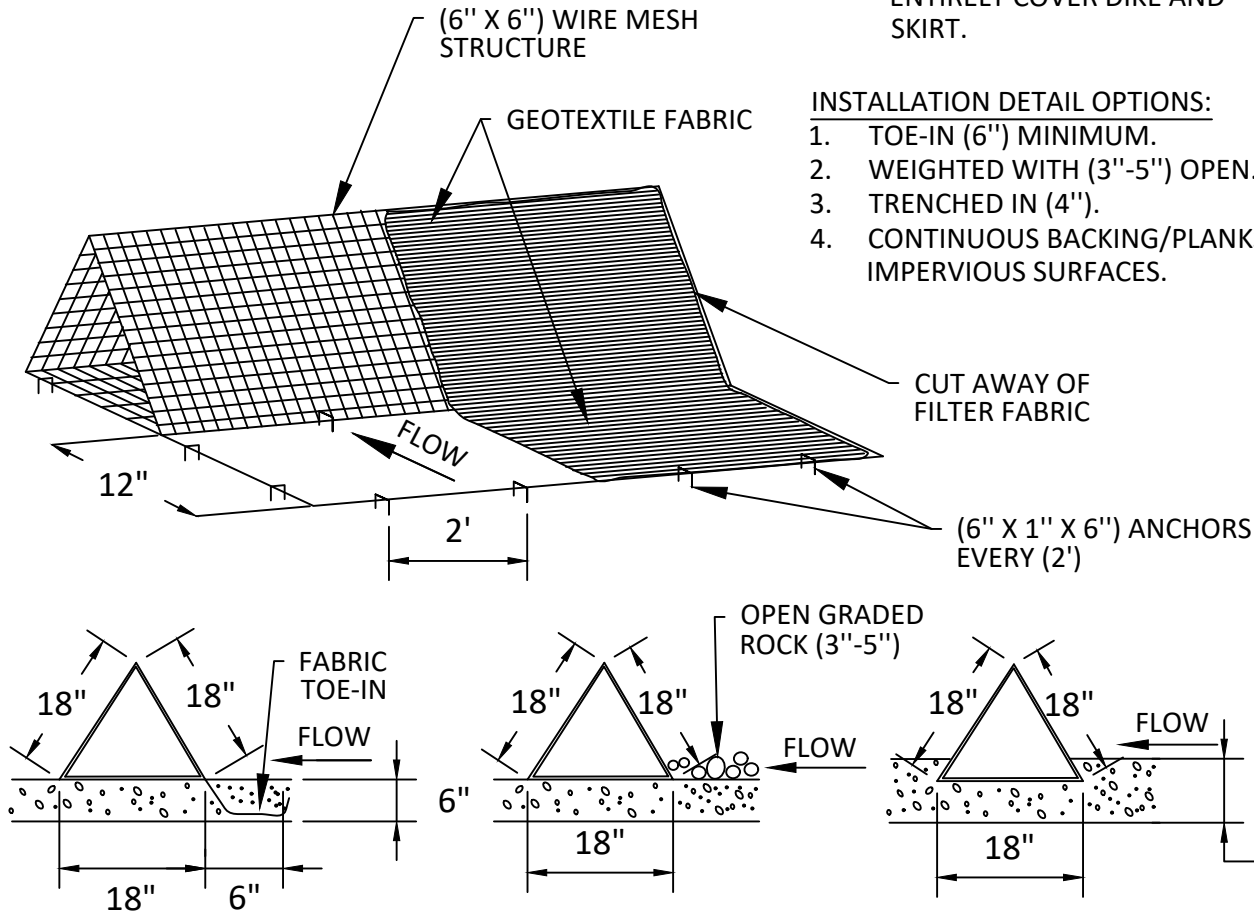
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NOTE: FILTER FABRIC SHALL ENTIRELY COVER DIKE AND SKIRT.

INSTALLATION DETAIL OPTIONS:

1. TOE-IN (6") MINIMUM.
2. WEIGHTED WITH (3"-5") OPEN.
3. TRENCHED IN (4").
4. CONTINUOUS BACKING/PLANKS ON IMPERVIOUS SURFACES.



TRIANGULAR SEDIMENT FILTER DIKE

NOTES:

1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
2. THE FABRIC COVER AND SKIRT SHALL BE CONTINUOUS WRAPPING OF GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.
3. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS LAYER OF 3-5" OPEN GRADED ROCK OR TOED-IN 6" WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHES IN 4".
4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 6" WIRE STAPLES ON 2' CENTERS ON BOTH EDGES AND SKIRT, OR STAKE USING 3/8" DIAMETER RE-BAR WITH TEE ENDS.
5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 6" TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.
6. THE DIKE STRUCTURE SHALL BE 6 GA. 6"X6" WIRE MESH, 18" ON A SIDE.
7. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6" AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
9. AFTER THE DEVELOPMENT SITE IS COMPLETELY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN GENERAL NOTE 8 ABOVE.

SEDIMENT FILTER DIKE AND SILT FENCE

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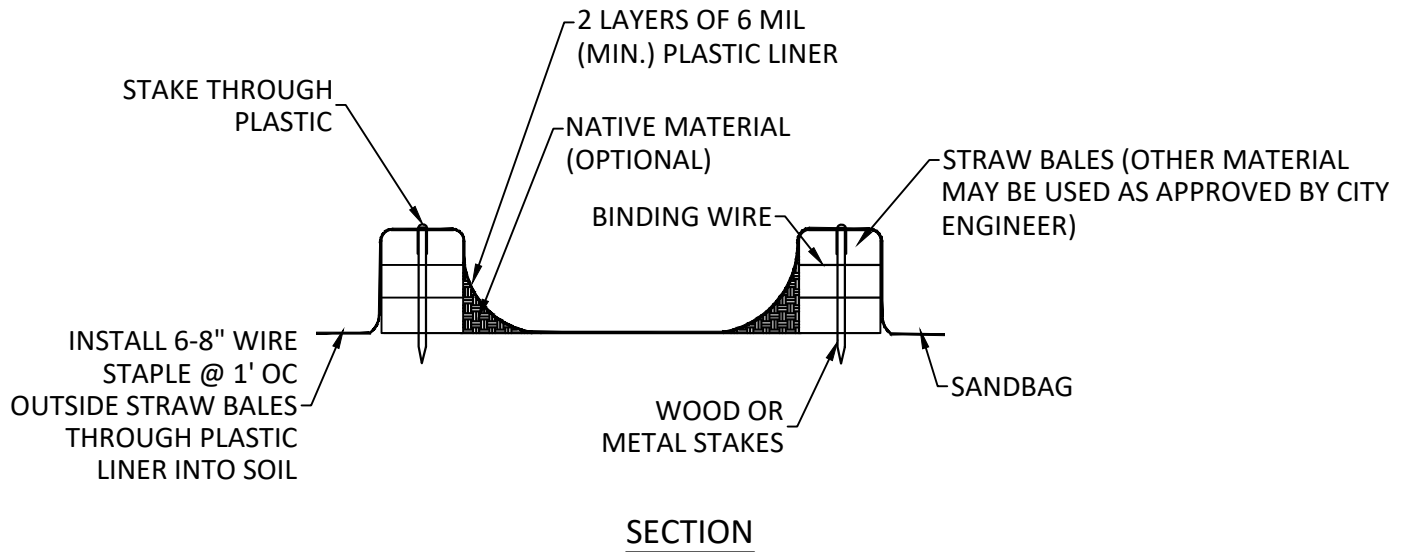
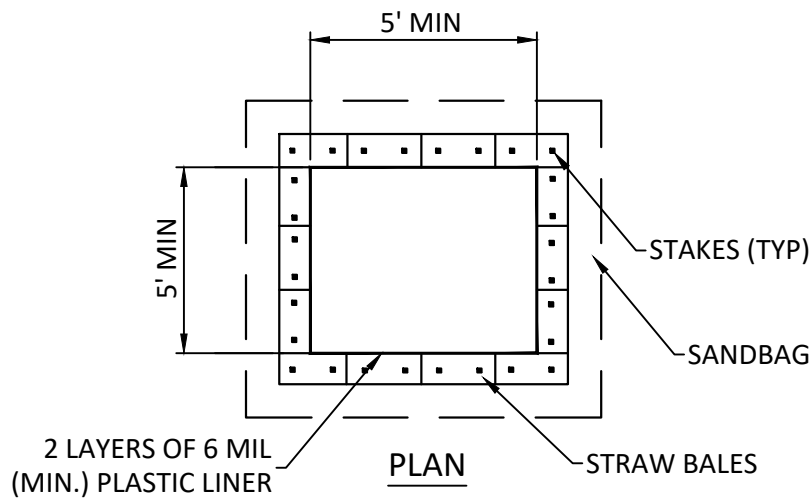
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ENGINEERING DEPARTMENT



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DRAWING NO. EC-05



NOTES:

1. NO WASHING OUT OF CONCRETE TRUCKS OR WASHING OF SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS IS ALLOWED.
2. EXCESS CONCRETE IS NOT ALLOWED TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT PIT AREAS.
3. ON-SITE TEMPORARY CONCRETE WASHOUT AREAS SHALL BE LOCATED AT LEAST 50 FEET FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES.
4. TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
5. WASHOUT FACILITIES SHALL BE CLEANED OUT OR REPLACED ONCE THE WASHOUT IS 75% FULL.
6. PLASTIC LINING MATERIAL SHALL BE MINIMUM OF 12 MIL POLYETHYLENE SHEETING (2 LAYERS OF 6 MIL (MIN.) AND SHALL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS.
7. WHEN WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR WORK, THE HARDENED CONCRETE SHALL BE REMOVED AND DISPOSED OF OFFSITE. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.

STRAW BALE CONCRETE WASHOUT

APPROVED BY:

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DATE: 10/21/2024

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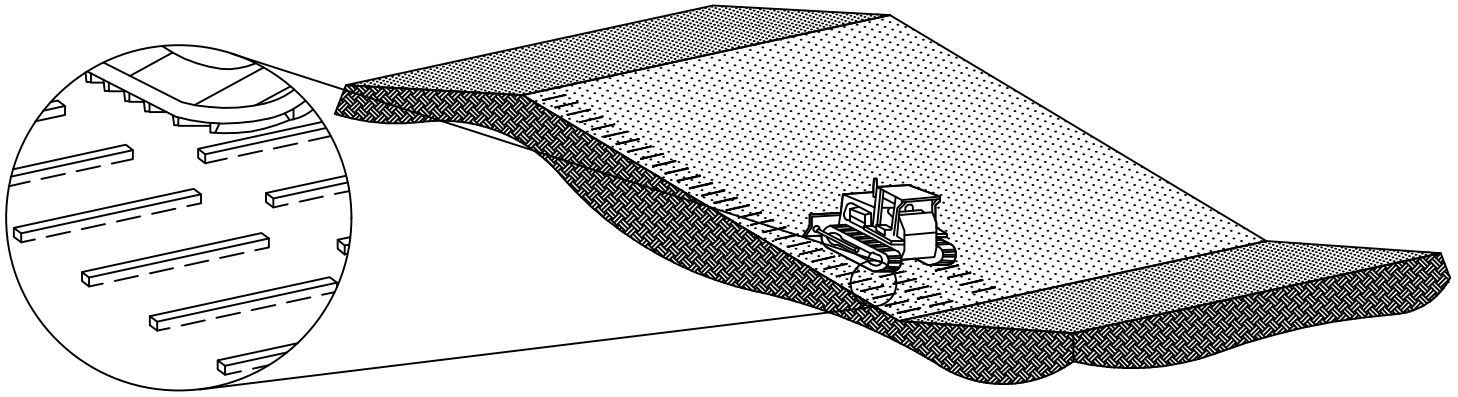
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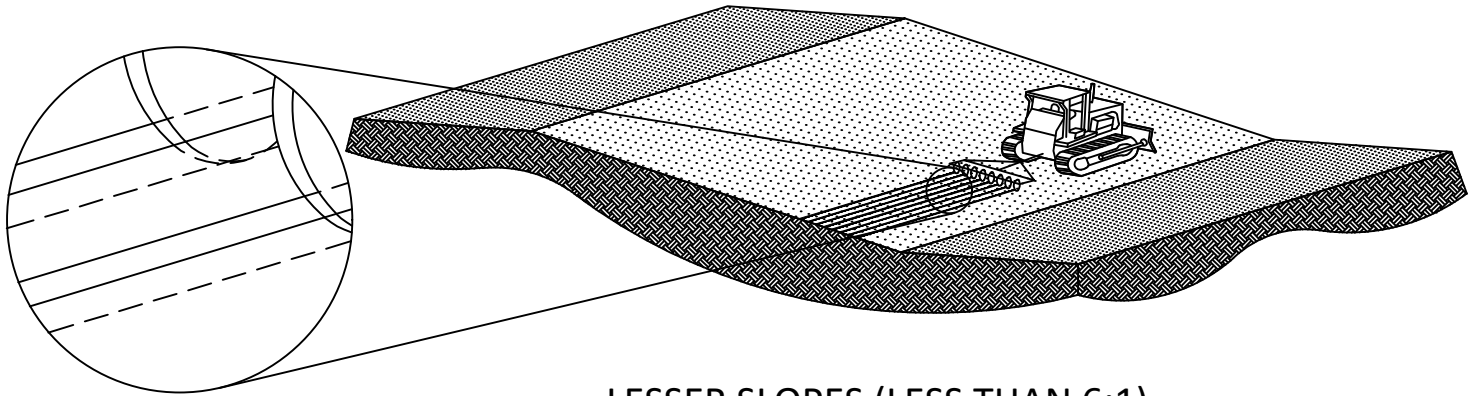
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STEEP SLOPES (6:1 OR GREATER)



LESSER SLOPES (LESS THAN 6:1)

PURPOSE:

SURFACE ROUGHENING OR SCARIFICATION IS A TECHNIQUE USED FOR CREATING UNEVENNESS ON BARE SOIL TO REDUCE SLOPE EROSION AND THE FORMATION OF RILLS. THE PRIMARY FUNCTIONS OF SURFACE ROUGHENING ARE TO:

- REDUCE EROSION POTENTIAL BY DECREASING RUNOFF VELOCITIES
- TRAP SEDIMENT
- INCREASE INFILTRATION OF WATER INTO THE SOIL
- AID IN THE ESTABLISHMENT OF VEGETATIVE COVER VIA MOISTURE STORAGE

NOTES:

1. PROVIDE A ROUGH SOIL SURFACE WITH HORIZONTAL DEPRESSIONS.
2. CAN BE COMPLETED WITH A TILLER OR OTHER EQUIPMENT WITH SIMILAR EFFICIENCY.
3. DURING MASS GRADING, MAINTAIN SLOPES IN A ROUGHENED CONDITION WITHOUT FINE GRADING.
4. SURFACE ROUGHENING SHOULD BE PERFORMED AFTER FINE GRADING.
5. ROUGHENING CANNOT BE USED IF SANDY OR ROCKY SOIL IS PRESENT.
6. FILL SLOPES CAN BE CONSTRUCTED WITH A ROUGHENED SURFACE.
7. CUT SLOPES THAT HAVE BEEN SMOOTH GRADED SHALL BE ROUGHENED AS A SUBSEQUENT OPERATION.
8. SIDE SLOPES OF SPOIL STOCKPILES CAN BE CONSTRUCTED WITH A ROUGHENED SURFACE.
9. A FARMING DISC SHALL NOT BE USED FOR SURFACE ROUGHENING ON STEEP SLOPES.

SOIL ROUGHENING

APPROVED BY:

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DATE: 10/21/2024

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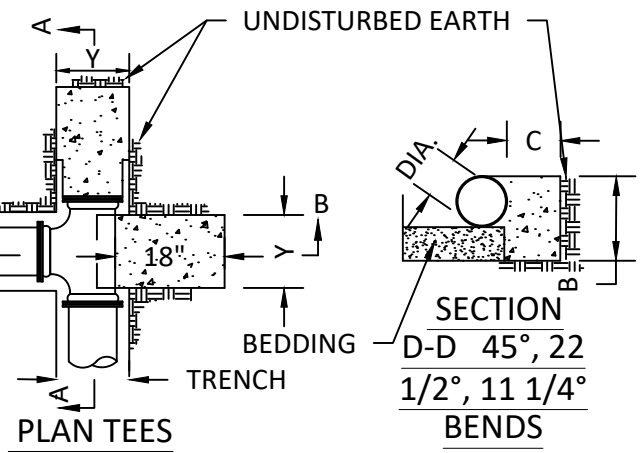
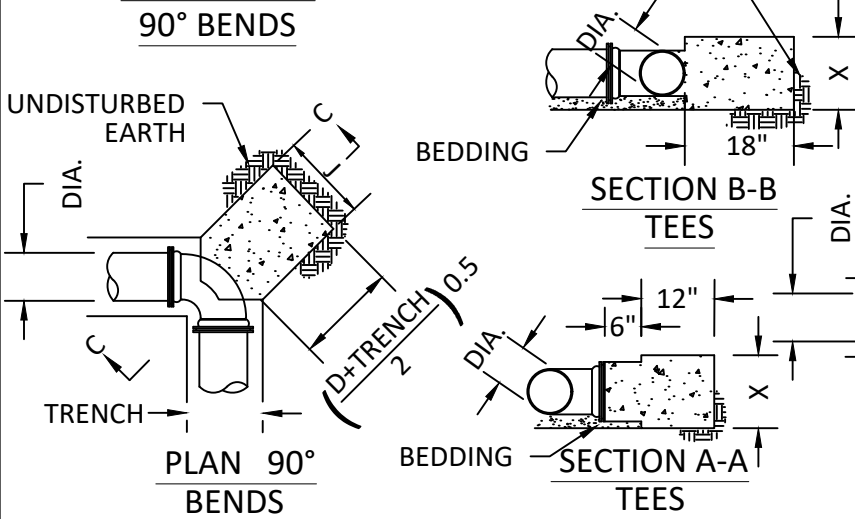
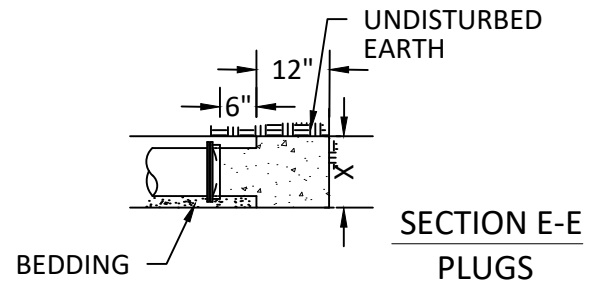
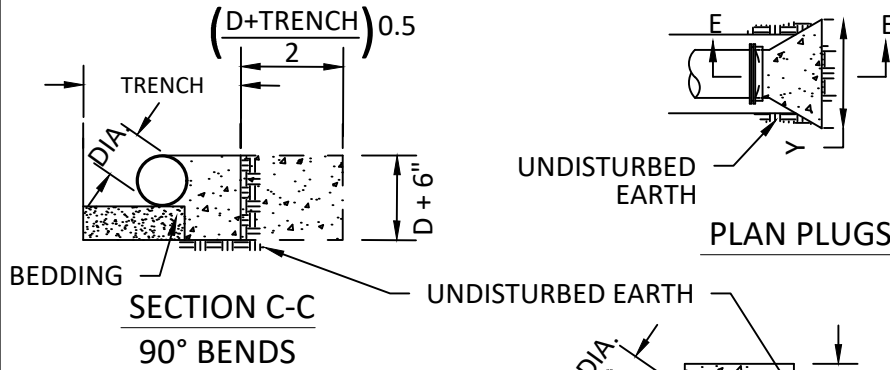
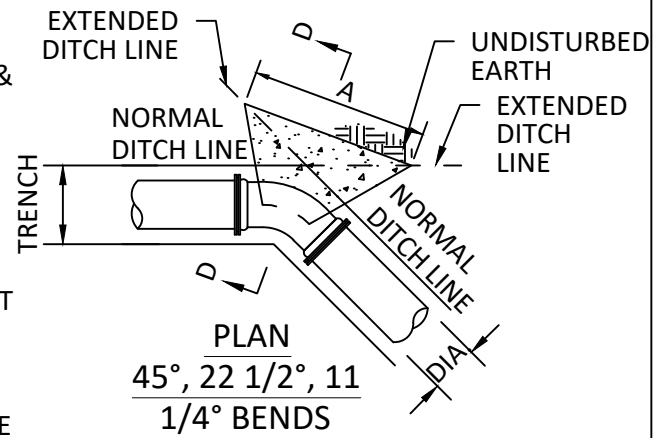


REVISION DATE: 8/26/2024 REVISION NUMBER: 01

DRAWING NO. EC-07

NOTES:

1. THRUST BLOCKS SHALL BE POURED SO THAT ALL FITTING BOLTS & NUTS REMAIN CLEAR AND ACCESSIBLE.
2. CONCRETE SHALL BE 3,500 PSI MIN.
3. THRUST BLOCKS ARE NOT REQUIRED ON T-FITTINGS FOR FIRE LINES.
4. PRIOR TO POURING CONCRETE THRUST BLOCKS THE CONTRACTOR SHALL WRAP ALL PIPES AND FITTINGS HAVING CONTACT WITH THE CONCRETE IN POLYETHYLENE MATERIAL NOT LESS THAN 8 MIL. IN THICKNESS PRIOR TO POURING CONCRETE.



DIMENSIONS FOR CONCRETE THRUST BLOCKS													
PIPE DIA.	TRENCH WIDTH	45° BEND			22 1/2° BEND			11 1/4° BEND			TEE OR PLUG		90° BEND
		A	B	C	A	B	C	A	B	C	X	Y	J
36	54	7'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	6'-0"	3'-0"	2'-6"	3'-4"	4'-0"	6'-5"
30	48	5'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	4'-6"	2'-6"	2'-0"	3'-0"	3'-6"	5'-8"
24	42	3'-9"	2'-6"	1'-10"	2'-6"	2'-6"	1'-1"	2'-0"	2'-6"	1'-0"	3'-0"	3'-3"	4'-9"
20	36	2'-9"	2'-2"	1'-8"	2'-0"	2'-2"	1'-1"	2'-0"	2'-2"	0'-11"	2'-0"	3'-0"	4'-1"
18	36	2'-3"	2'-0"	1'-6"	2'-0"	2'-0"	1'-1"	2'-0"	2'-0"	0'-11"	2'-0"	2'-3"	3'-9"
16	36	2'-0"	1'-10"	1'-5"	2'-0"	1'-10"	1'-1"	2'-0"	1'-10"	0'-11"	2'-0"	1'-6"	3'-6"
12	30	2'-0"	1'-6"	1'-4"	2'-0"	1'-6"	1'-0"	2'-0"	1'-6"	0'-11"	2'-0"	1'-0"	3'-0"
10	30	2'-0"	1'-4"	1'-4"	2'-0"	1'-4"	1'-0"	1'-10"	1'-4"	0'-11"	1'-8"	1'-0"	2'-8"
8	24	2'-0"	1'-2"	1'-4"	1'-10"	1'-2"	1'-0"	1'-8"	1'-2"	0'-11"	1'-6"	0'-10"	2'-4"
6	18	2'-0"	1'-1"	1'-4"	1'-8"	1'-1"	1'-0"	1'-6"	1'-0"	0'-11"	1'-4"	0'-8"	2'-1"

THRUST BLOCK CONCRETE ANCHORS FOR WATER LINES

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. WL-01

5'-0" MIN TO HYDRANT
10'-0" MAX TO HYDRANT

3 MIN.

STANDARD VALVE BOX
SEE DWG. NO. STD.
WL-05 FOR DETAILS

TRACER WIRE: #12
AWG SOLID
COPPER WIRE
WITH 30 MIL HDPE
COATING

CONCRETE COLLAR
SEE DWG. NO. STD.
WL-05

6" MJ
VALVE

FOR FH INSTALLATIONS
ON NEW LINE, PROVIDE
NEW TEE, FOR EXISTING
INSTALLATIONS, PROVIDE
TAPPING SLEEVE.

1/4" BRASS BOLT W/2 BRASS HEX,
NUTS AND 2 FLAT BRASS
WASHERS

(1) TRACER WIRE, (1) GROUND
WIRE #12 AWG SOLID COPPER
OR APPROVED WIRES WITH 30
MIL HDPE COATING

(1) STAINLESS STEEL BAND
AROUND FIRE HYDRANT
BARREL

3'-4"X3/4"
GALVANIZED
CONDUIT

TRACER WIRE & WEATHER-HEAD

FH ASSEMBLY (DIP FITTINGS) INCLUDES

- (1)-3-WAY FIRE HYDRANT
- (1)-6" CONNECTING PIECE
- (1)-6" MJ GATE VALVE
- (1)-LOCKING TEE (6" THRU 12" LINE)
- (1)-CONCRETE COLLAR\THRUST BLOCKS
- (1)-ADJUSTABLE VALVE BOX W/LID & COLLAR
- (1)-WEATHERHEAD ASSEMBLY
- SS ALL-THREAD AND RESTRAINTS AS NEEDED

FH ASSEMBLY (HDPE FITTINGS) INCLUDES

- (1)-3-WAY FIRE HYDRANT
- (1)-8" HDPE CONNECTING PIECE
- (1)-8" MJ GATE VALVE
- (1)-LOCKING TEE (8" THRU 12" LINE)
- (1)-ADJUSTABLE VALVE BOX W/LID & COLLAR
- (1)-WEATHERHEAD ASSEMBLY
- SS ALL-THREAD AND RESTRAINTS ASS NEEDED

4 1/2"
STANDARD
REMOVABLE

SEE
DETAIL

NATIONAL STANDARD PENTAGON
OPERATION NUT

2 1/2" NATIONAL STANDARD HOSE
NOZZLES

BREAKABLE
CONNECTION

BURY
LINE

SIDEWALK (IF
REQUIRED)

MJ JOINT FOR DIPXHDPE,
FUSED JOINT FOR
HDPExHDPE

CONNECTING PIECE W/
INTEGRALLY MJ GLAND ON
ONE END, ROTATEABLE MJ
GLAND ON THE OTHER END.
VARIES

GROUND
LINE

NOTE:
HYDRANT DRAIN
MUST BE LEFT CLEAN
AFTER POURING
CONCRETE BLOCKING

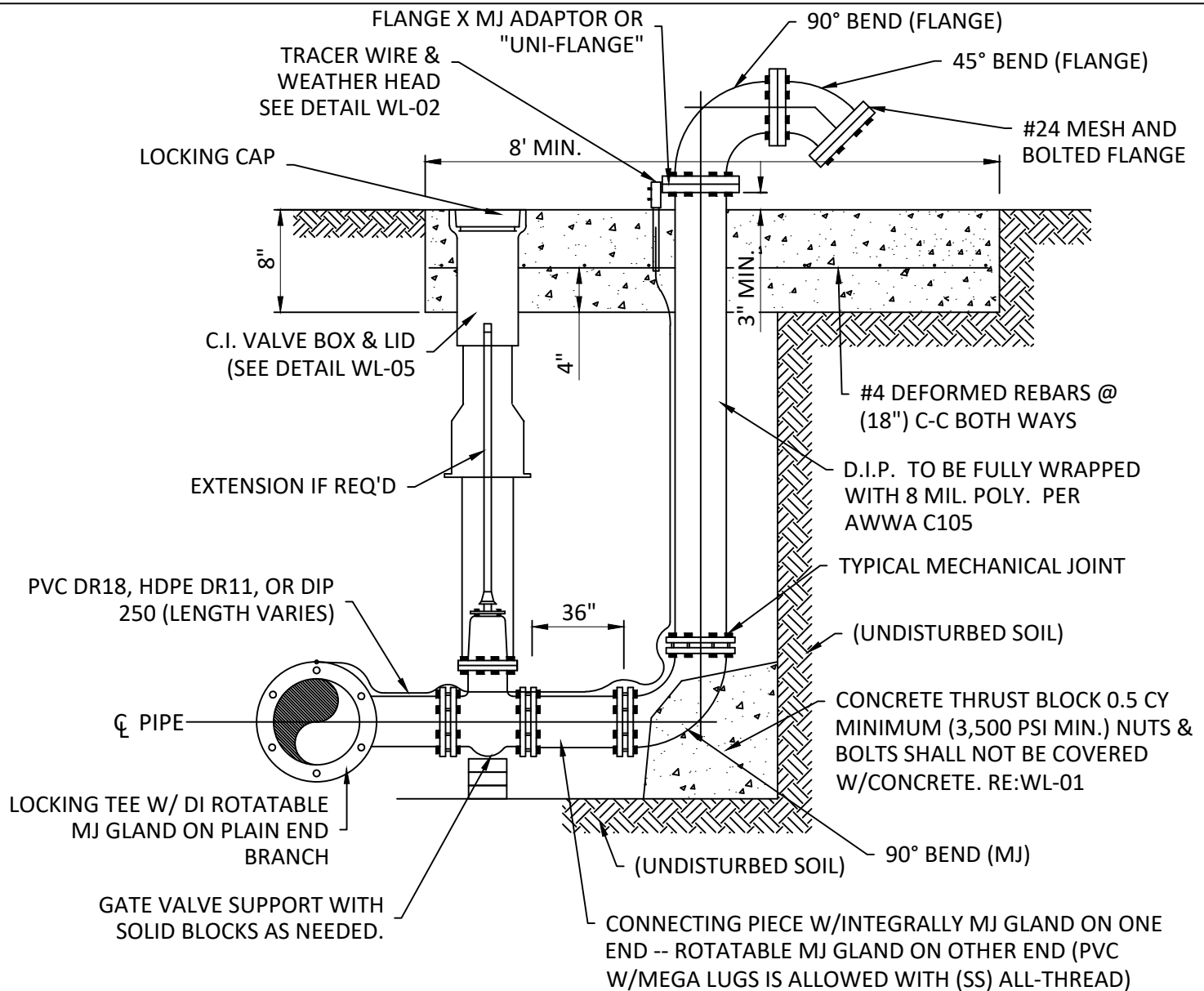
WASHED ROCK 1
1/2" CLASS "C"

CONCRETE THRUST
BLOCK RE: WL-01

SIDE VIEW
(TYPICAL FOR FIRE
HYDRANT
ON LOCAL STREET)

NOTES:

- MIN. PIPE CONNECTION SIZE SHALL BE 6" FOR PVC/DIP LINES AND 8" FOR HDPE.
- INSTALLATION DEPTH SHOULD BE 4-FEET MIN. AND 6-FEET MAX.
- THRUST BLOCKING IS REQUIRED BEHIND BOTH THE TEE & THE FIRE HYDRANT IF RESTRAINED JOINTS ARE NOT USED. THRUST BLOCKING IS NOT REQUIRED IF RESTRAINED/ FUSED JOINTS ARE UTILIZED ON THE FIRE HYDRANT ASSEMBLY.
- WRAP TEE AND FIRE HYDRANT WITH POLY WRAP IF THRUST BLOCKS WILL BE POURED.
- ALL FITTINGS SHALL BE EPOXY COATED AND CONNECTED USING STAINLESS STEEL BOLTS AND NUTS.
- IF LOCKING TEE IS NOT USED THEN TEE, VALVE, & FH ASSEMBLY MUST BE TIED TOGETHER WITH SS ALL-THREAD THRUST BLOCKING BEHIND TEE & FIRE HYDRANT MAY BE USED INSTEAD OF ALL-THREAD.
- CONNECTING PIECE BETWEEN VALVE, FH, & TEE MAY BE PVC DR18, HDPE DR11, OR DIP 250 PIPE WITH RESTRAINT AS NEEDED.
- TEES LARGER THAN 12" WILL BE PAID SEPARATELY.



NOTES:

1. ALL FITTINGS (BELOW GROUND & ABOVE GROUND) TO BE EPOXY COATED WITH SS BOLTS & NUTS.
2. CONCRETE PAD TO BE 4-FEET BY 8-FEET (MIN.) BY 8-INCHES THICK AND SLOPED SO IT WILL DRAIN AWAY FROM FITTINGS.
3. PER ENGINEER, A GATE VALVE EXTENSION MAY BE REQUIRED FOR DEEP WATER LINES.
4. UNDERGROUND FITTINGS BLOCKED WITH CONCRETE TO BE FULLY WRAPPED WITH 8 MIL. POLYETHYLENE PER (AWWA C105).
5. CONCRETE FOR PAD SHALL BE 3,500 PSI. LARGER PAD MAYBE REQUIRED FOR LARGER PIPE.
6. BLOW OFF PIPING SIZE TO BE DETERMINED BY ENGINEER.
7. PLACE & COMPACT A MIN. OF 4-INCHES OF ODOT TYPE "A" BASE UNDER SPLASH PAD. (NOT SHOWN IN DETAIL)
8. SEE WEATHER HEAD DETAIL ON W-02 DETAIL DRAWING.
9. SLOPE ALL CONCRETE AWAY FROM FITTINGS.
10. PAD SIZE AND ORIENTATION SHALL BE CONSISTENT WITH ESTIMATED FLOWS AND SUBMITTED TO UTILITIES ENGINEER FOR APPROVAL.

BLOW OFF VALVE

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

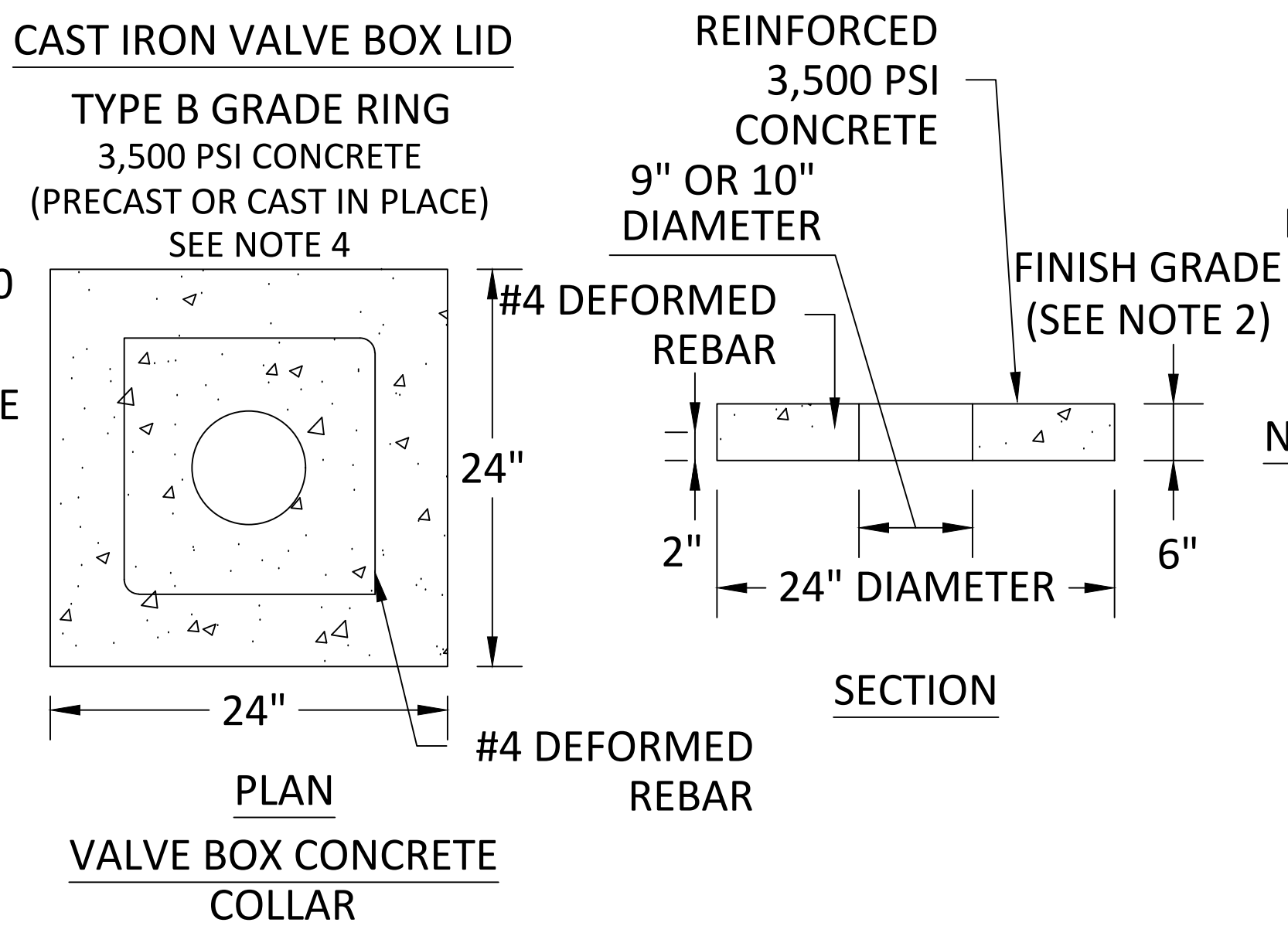
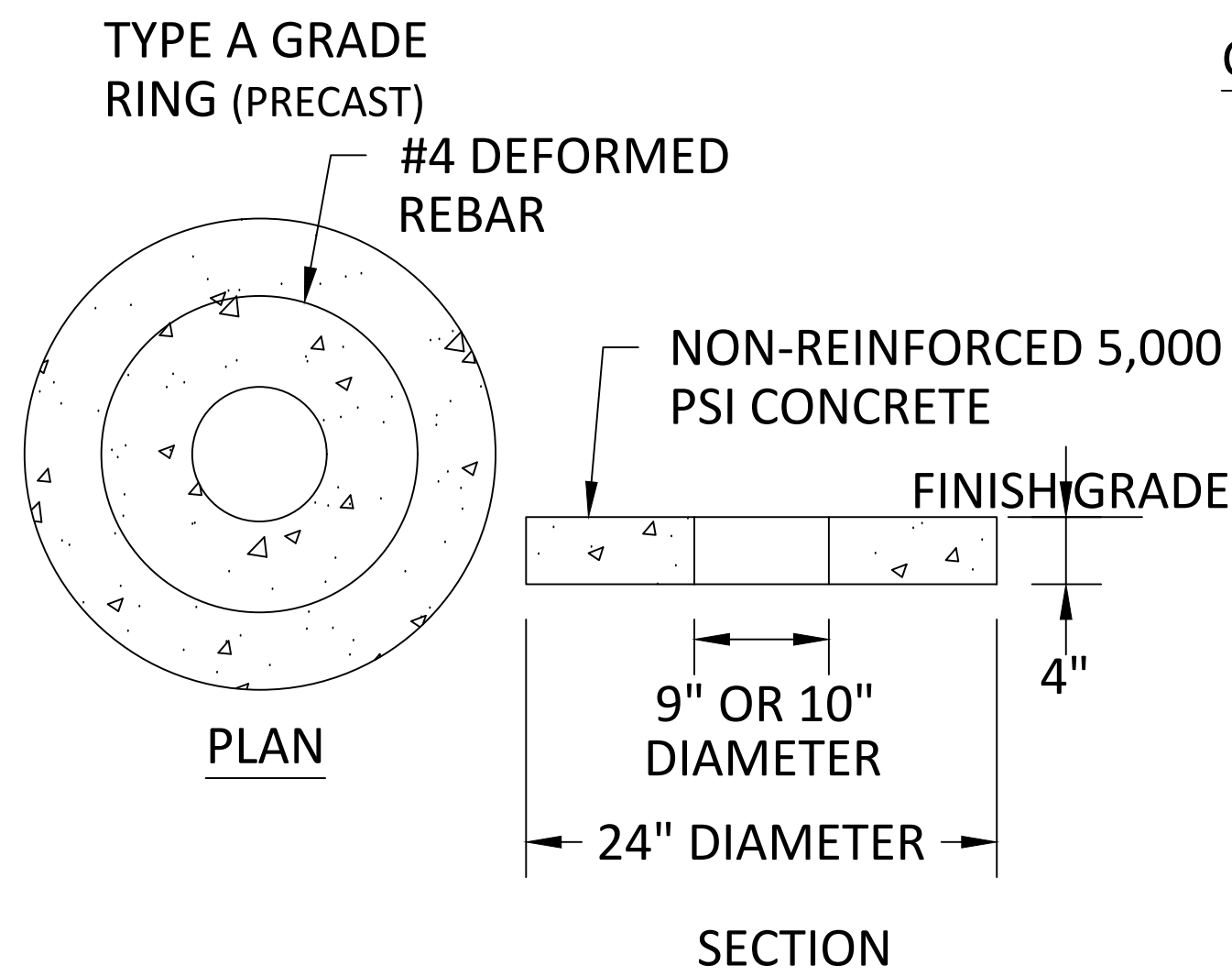
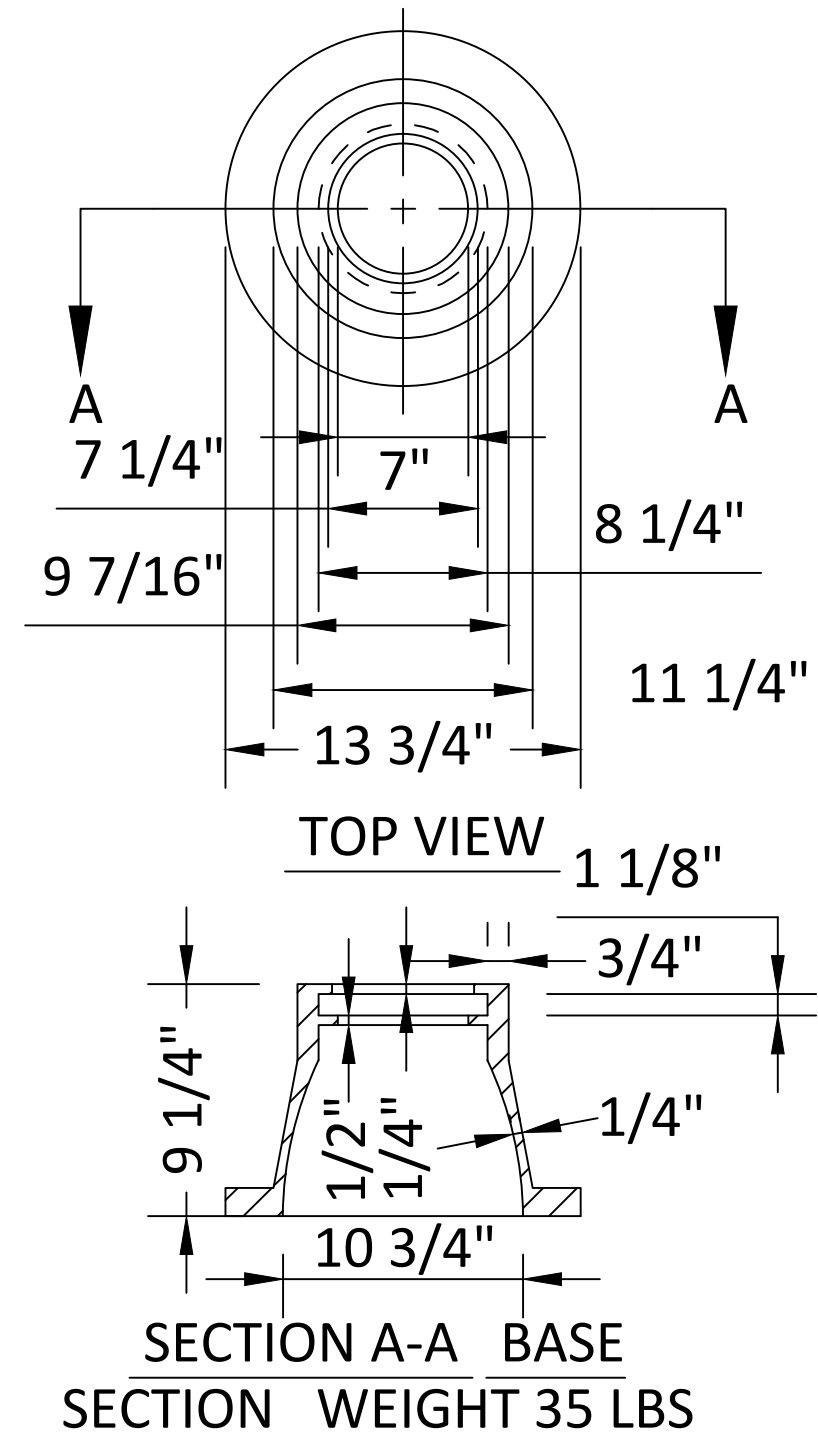
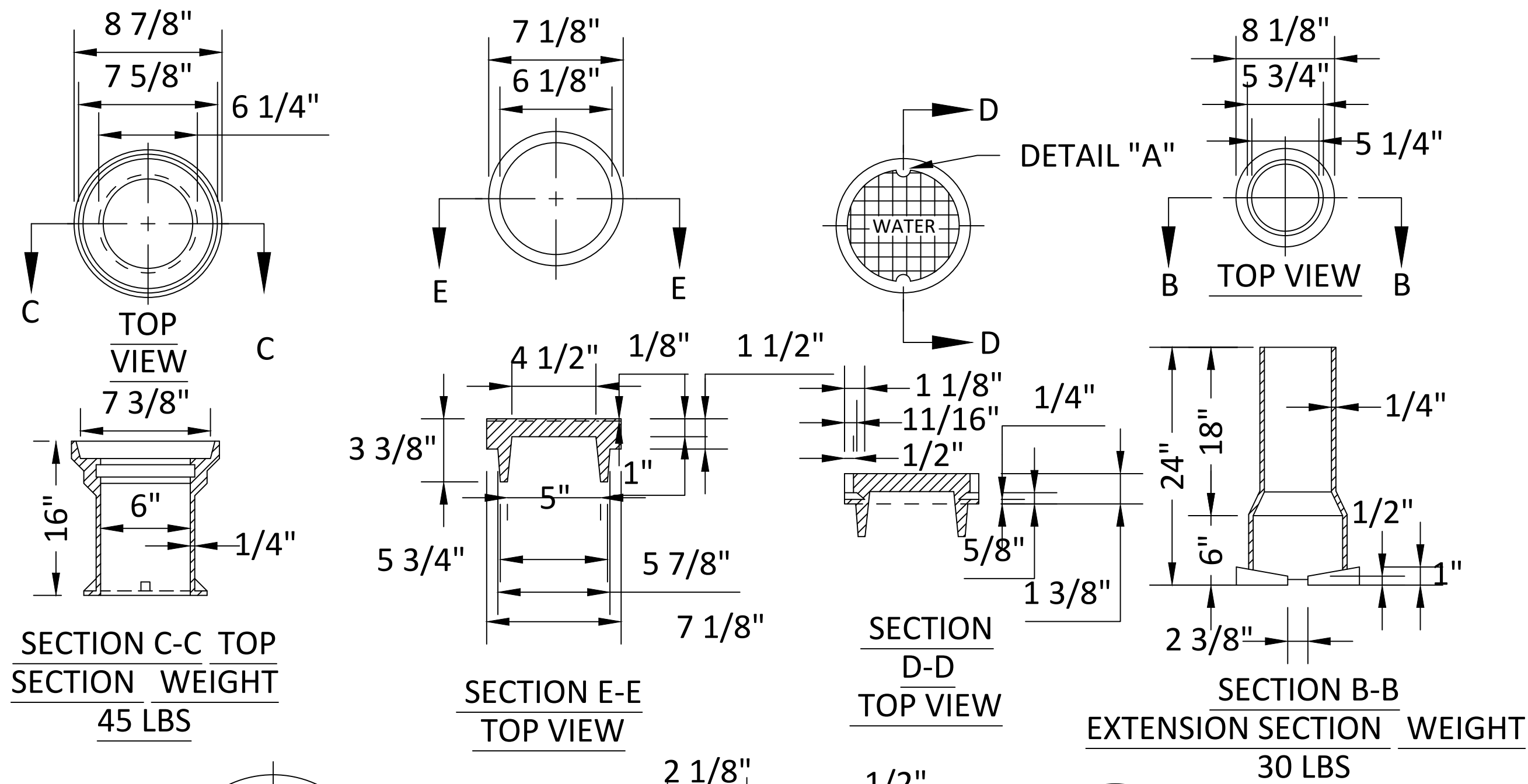
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024

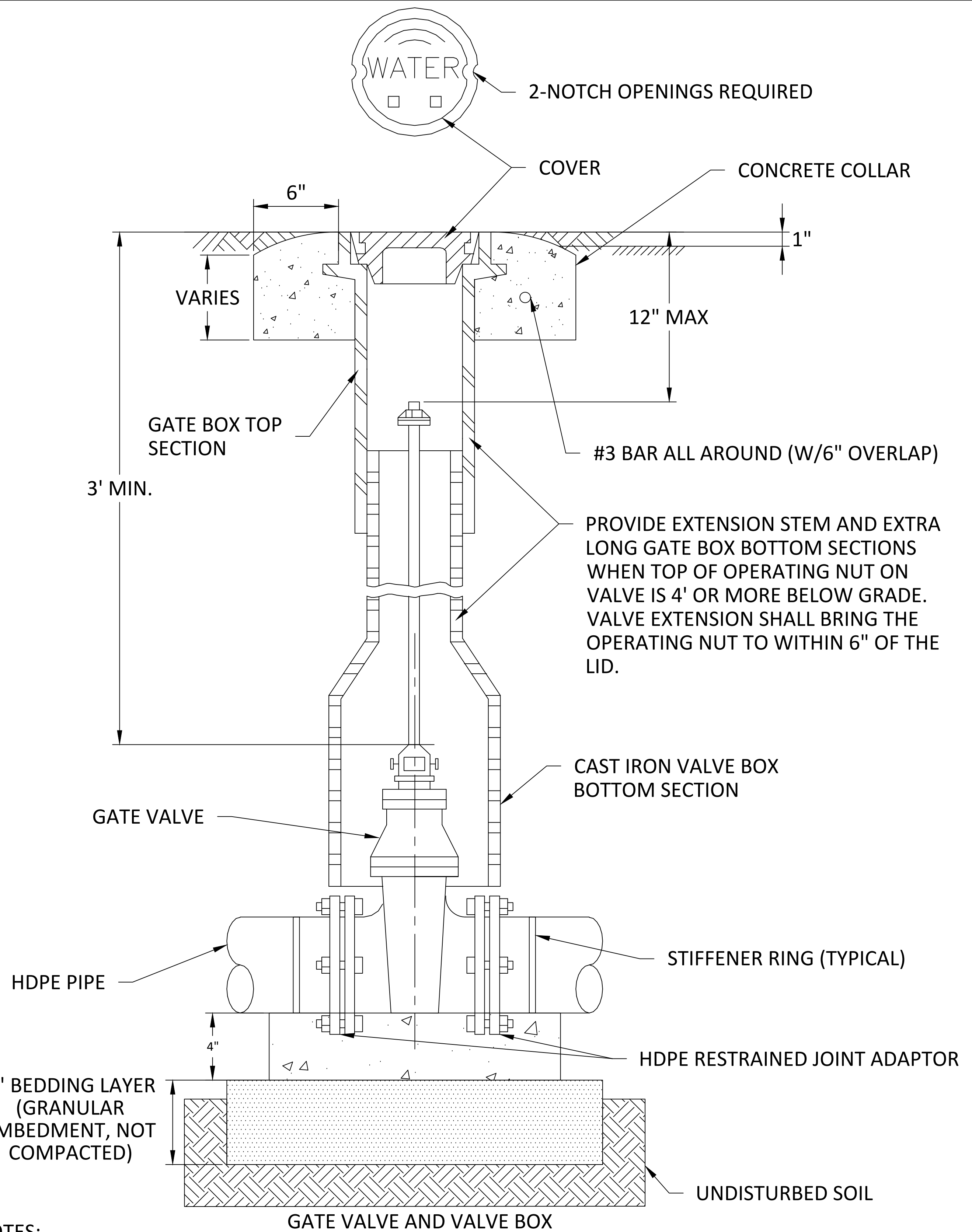
REVISION NUMBER: 01

DRAWING NO. WL-04



NOTES:

1. NO PVC VALVE BOX SHALL BE USED.
2. CONTRACTOR TO PLACE TYPE A OR TYPE B CONCRETE GRADE RING AROUND EACH BOX AFTER FINAL GRADING HAS BEEN COMPLETED AND TRENCHES HAVE SETTLED. CONTRACTOR TO ADJUST ACCORDINGLY UNTIL END OF WARRANTY PERIOD.
3. CONCRETE GRADE RING TYPE B SHALL BE USED IN PAVEMENT AREAS. THICKNESS SHALL BE 6" MIN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING A "W" INTO THE CONCRETE OF THE CURB TO DELINEATE THE LOCATION OF WATER SERVICES ALONG THE STREET, AND MARK A "V" TO DELINEATE THE LOCATION OF WATER MAIN VALVES.
5. ALL GATE VALVES SHALL BE OPEN BY TURNING COUNTERCLOCKWISE WITH STANDARD OPERATING NUT.

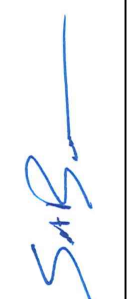


GATE VALVE AND VALVE BOX WITH CONCRETE GRADE RING

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

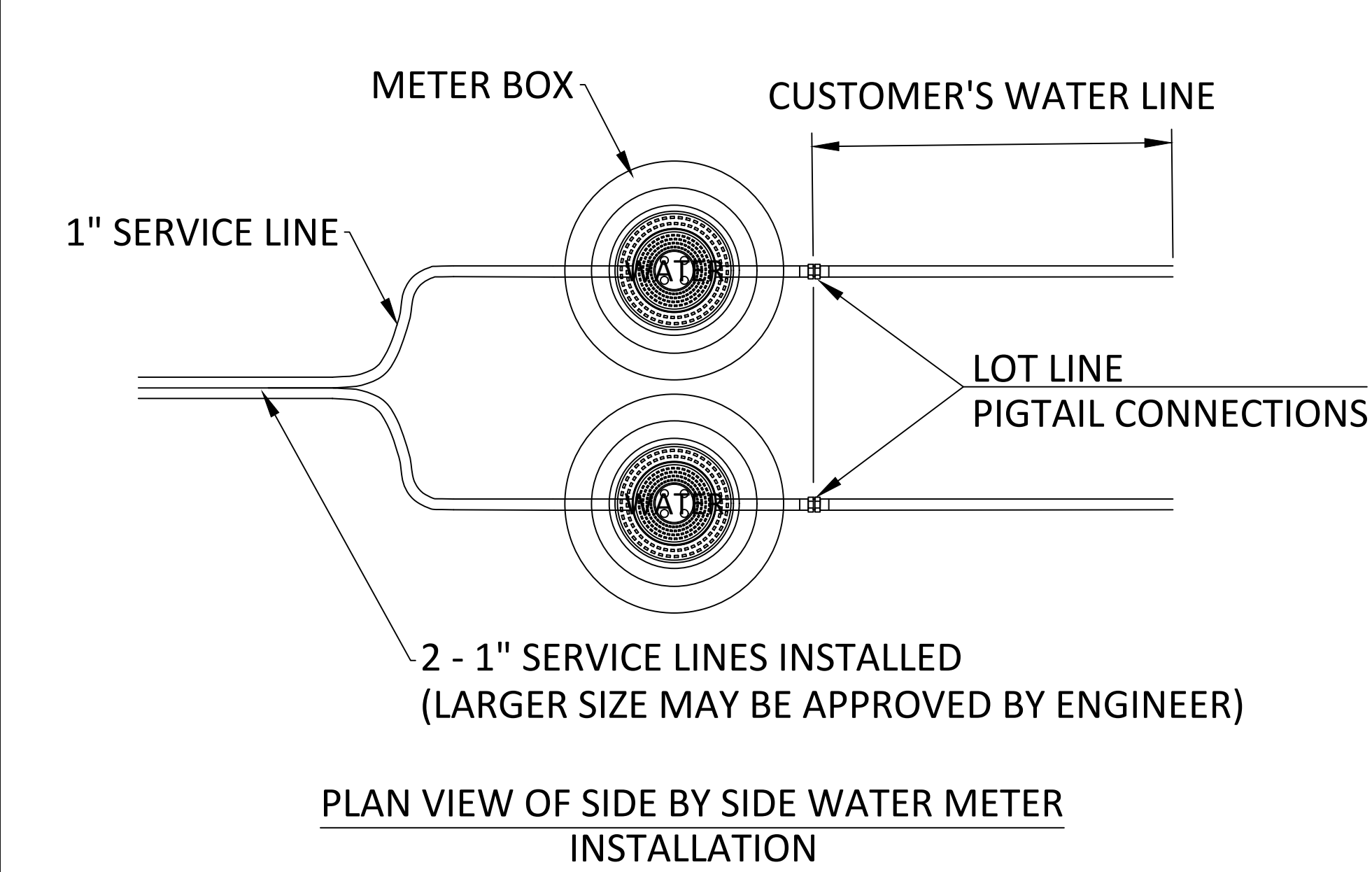
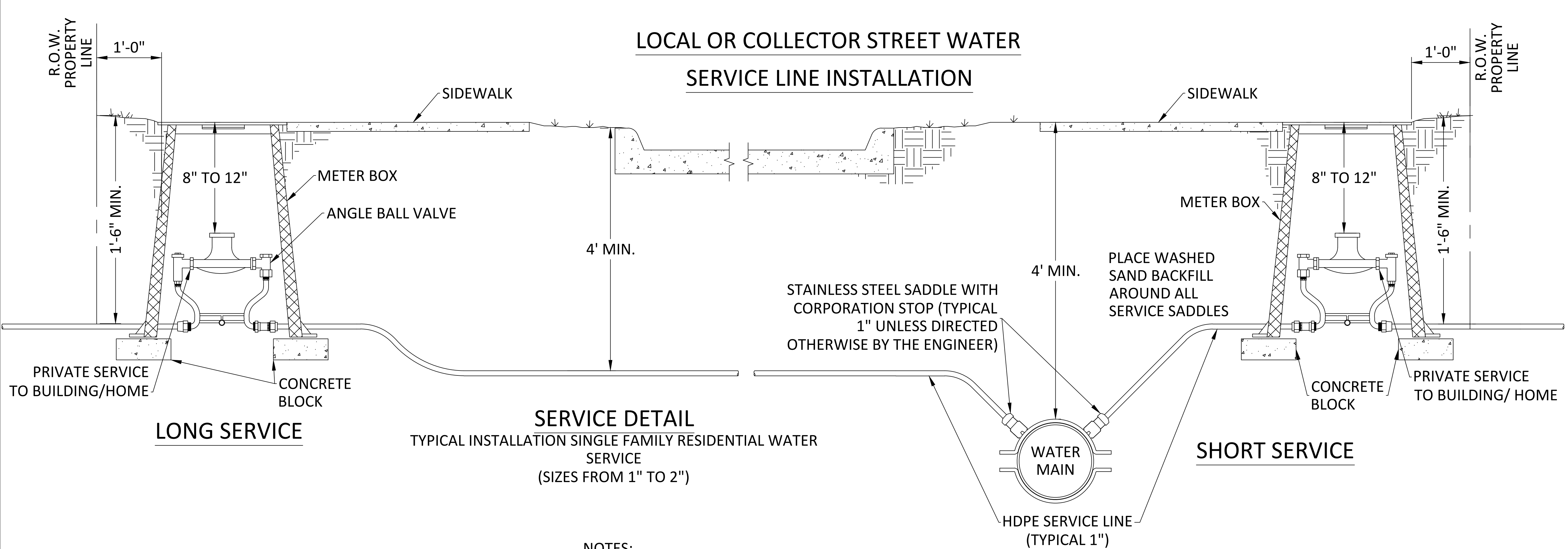
DRAWING NO. WL-05

DATE: 10/21/2024

APPROVED BY:  SETH BARKHIMER, P.E. CITY ENGINEER

REVISION NUMBER: 01

REVISION DATE: 8/26/2024



NOTE:
THIS STANDARD INDICATES THE DESIRED GEOMETRIC CONFIGURATION REFERENCED TO STREET PAVINGS AND PROPERTY LINES. THE 2, 1-INCH SERVICE LINES SHOWN IN THE UNDER STREET CROSSING IS RECOMMENDED BY THE CITY. PRIOR TO INSTALLATION BY CONTRACTOR, ACTUAL SIZE SHALL BE DETERMINED BY THE ENGINEER.

- NOTES:
- SERVICE LINES SHALL BE HDPE (BLUE) CTS (COPPER TUBE SIZE) 200 PSI SDR9 TYPE OR APPROVED EQUAL. (MIN. 1-INCH SERVICE LINE SIZE)
 - A MINIMUM DEPTH OF SERVICE LINE SHALL BE 4' BELOW THE BOTTOM OF THE ROADWAY (LONG SERVICE) AND 1'-6" BELOW GRADE FOR (SHORT SERVICES).
 - ALL SERVICE TAPS SHALL BE MADE WITH A TAPPING SADDLE FOR EITHER DUCTILE IRON PIPE OR PVC PIPE WITH AT LEAST A WALL THICKNESS OF DR18. CORPORATION THREADS SHALL UTILIZE TEFLON TAPE. SADDLES SHALL BE C-900 STAINLESS STEEL DOUBLE BOLT OR FULL WRAP AROUND TYPE WITH A 1-INCH CORPORATION PACK JOINT COMPRESSION WITH CC THREADS. ALL SERVICE TAPS SHALL BE COMPLETELY COVERED AND BACKFILLED WITH WASHED SAND.
 - TAPS FOR SERVICES SHALL BE MADE HORIZONTALLY OR AT AN ANGLE UP TO 45 DEGREES, (NEVER VERTICAL UNLESS APPROVED). MULTIPLE TAPS (TWO OR MORE) ARE TO BE STAGGERED AROUND THE PIPE CIRCUMFERENCE AND BE AT LEAST 24-INCHES APART.
 - SERVICE SADDLES SHALL BE REQUIRED & SHALL BE STAINLESS STEEL (FULL WRAP AROUND TYPE PREFERRED.) WITH CC THREAD TAPS 304 (18-8) STAINLESS STEEL PER ASTM A240. FOR 3/4-INCH AND UP TO 2-INCHES. DOUBLE BAND OR TWO PIECE STAINLESS STEEL TYPE SADDLES MAY ALSO BE APPROVED BY THE ENGINEER. NO CAST D.I. ALLOWED.
 - ALL SERVICE LINES SHALL BE CONTINUOUS FROM THE WATER MAIN TO THE METER BOX WITH NO SPLICES OR COMPRESSED AREAS. ALL SERVICE LINES SHALL HAVE (1) #12 AWG SOLID COPPER WIRE WITH 30MIL COATING INSTALLED ALONG THE SERVICE LINE FROM THE WATER MAIN TO THE METER BOX. TRACER WIRE SHALL EXTEND 12-INCHES BEYOND ANGLE STOP. SERVICE LINE TRACER WIRES SHALL BE CONNECTED TO THE WATER MAIN TRACER WIRE WITH AN APPROVED UNDERGROUND CONNECTOR. ALL TRACER WIRES SHALL BE TESTED FOR CONTINUITY PRIOR TO THE WATER LINE BEING ACCEPTED. ALL SERVICES SHALL HAVE STAINLESS STEEL INSERTS AT EACH END.
 - METER BOXES SHALL BE INSTALLED WITH CONCRETE BLOCKING UNDER EACH BOX TO SUPPORT IT FROM SETTLING. BOXES SHALL BE INSTALLED SO TOP IS PARALLEL TO THE EXISTING GROUND. BOXES SHALL BE CENTERED OVER THE EXISTING WATER METER SO AS TO ALLOW EASY ACCESS TO THE ANGLE METER STOP FROM ABOVE. NO METER BOXES SHALL BE INSTALLED IN ANY SIDEWALK OR DRIVEWAY APPROACH.
 - ANGLE STOP BALL VALVE SHALL BE USED AT THE END OF SERVICE LINE, WITH PACK JOINT CONNECTION. ANGLE STOP BALL VALVE SHALL MEET THE APPLICABLE REQUIREMENT OF AWWA C800, ASTM B-62 FOR 85-5-5-5 COMPOSITION BRONZE, AND USAS B2.1.



WATER METER SERVICE CONNECTION INSTALLATION

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

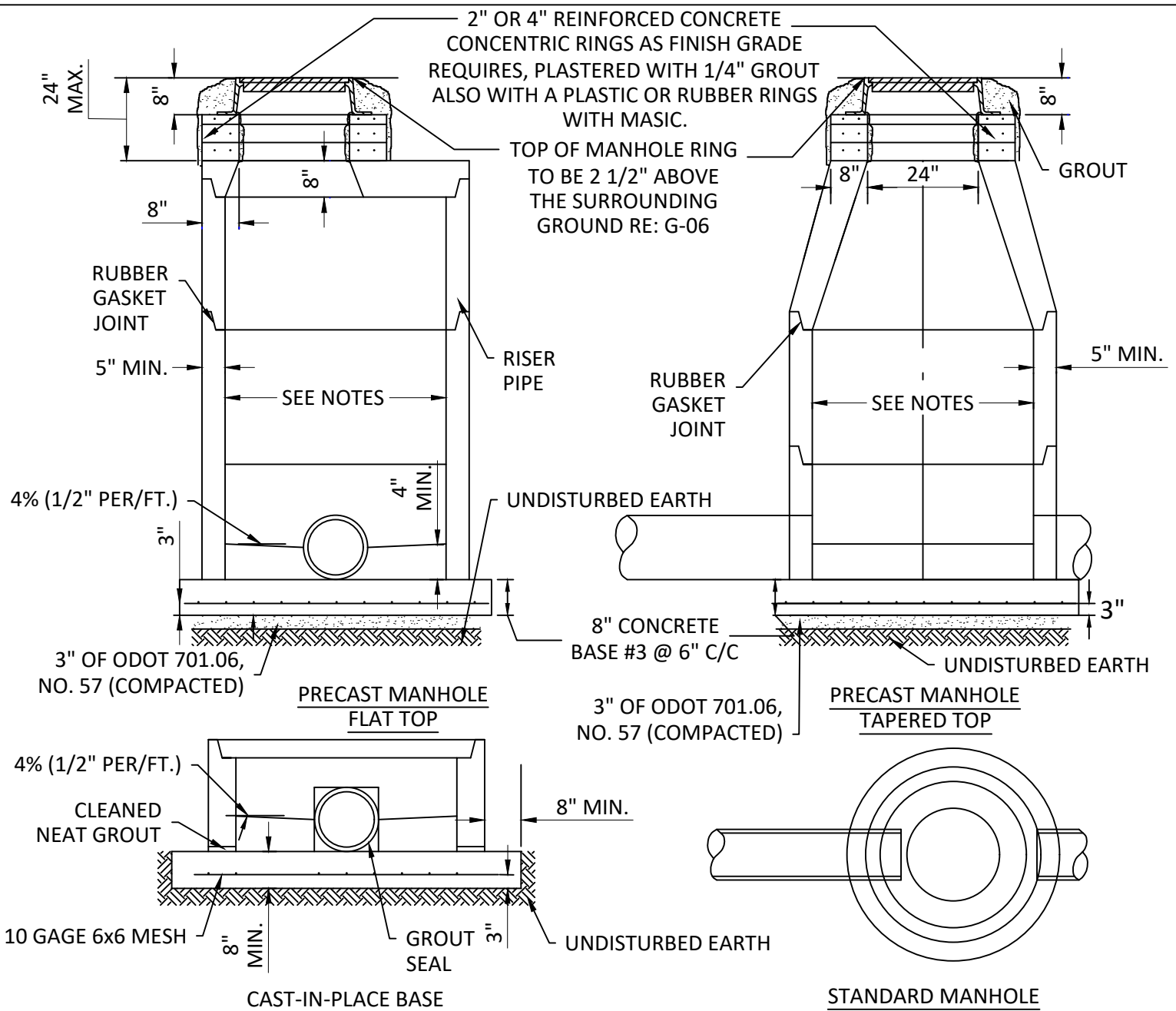
APPROVED BY: 
SETH BARKHIMER, P.E. CITY ENGINEER

DATE: 10/21/2024

REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. WL-06



NOTES:

1. MIN. DROP THROUGH THE MH SHALL BE 0.10'. MAX. DROP SHALL NOT EXCEED 2', ANYTHING GREATER THAN 2' SHALL INCLUDE AN EXTERNAL DROP MH.
2. MH SHALL CONFORM TO CURRENT ASTM C478.
3. 8" TO 18" PIPE, 4' ID MANHOLE REQUIRED.
4. 21" TO 27" PIPE, 5' ID MANHOLE REQUIRED.
5. OVER 27" PIPE MANHOLE ID AS SPECIFIED BY ENGINEER.
6. MANHOLES LESS THAN 4'-6" IN HEIGHT SHALL HAVE A FULL 4' ID OR LARGER FROM TOP TO BOTTOM.
7. MIN. CONCRETE STRENGTH TO BE 3,500 PSI.
8. IN ASPHALT STREETS, MANHOLES SHALL HAVE 4'X4'X8" CONCRETE COLLARS W/4-#6 REINFORCING BARS.
9. MANHOLE BASE SHALL BE 8" THICK AND AT LEAST 8" GREATER THAN MANHOLE OUTER DIAMETER (MIN).

PRECAST MANHOLE

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

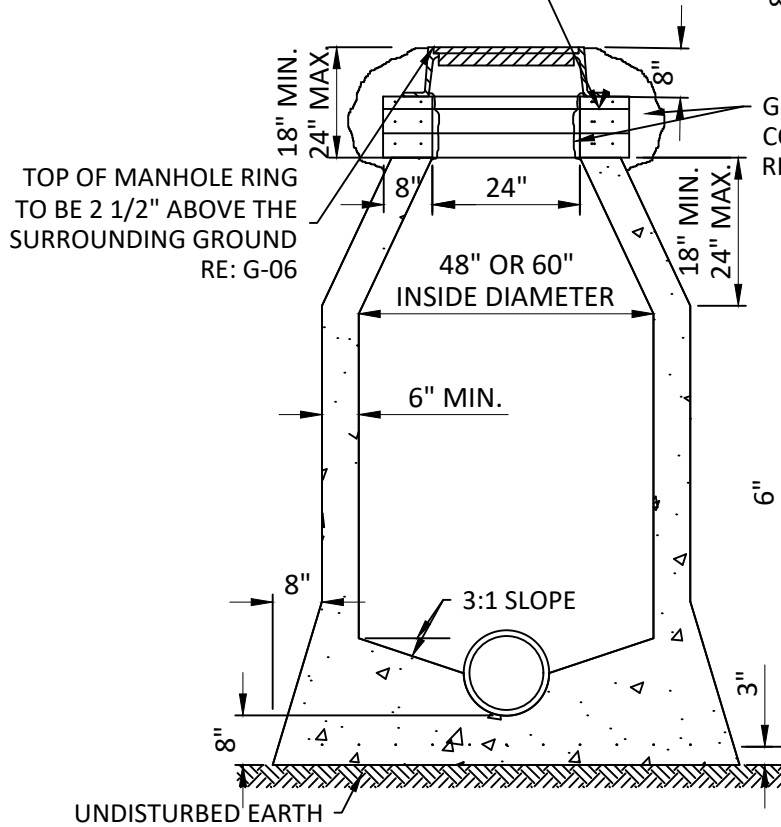


REVISION DATE: 8/26/2024

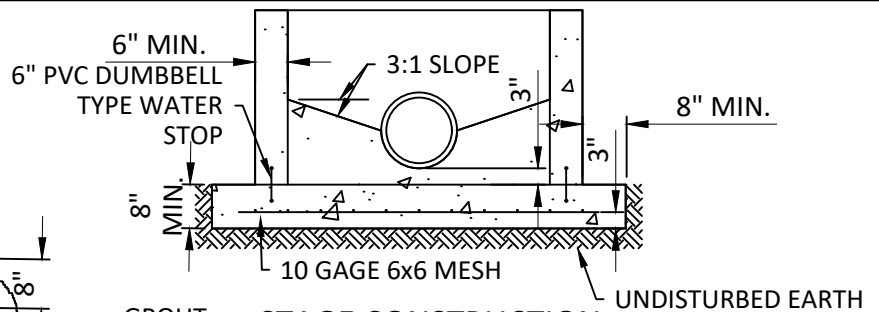
REVISION NUMBER: 01

DRAWING NO. WW-01

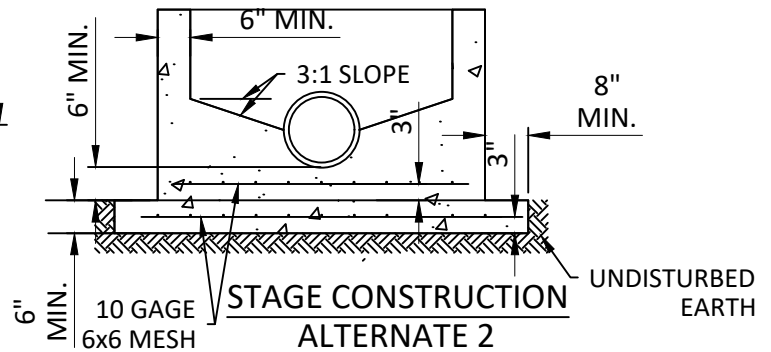
M.H. TOP ADJUSTMENT SHALL BE ACCOMPLISHED BY THE USE OF 2" OR 4" INFORCED CONCRETE CONCENTRIC RINGS PLASTERED WITH 1/4" GROUT, OR RUBBER RINGS WITH SEALER AS FINISH GRADE REQUIRES.



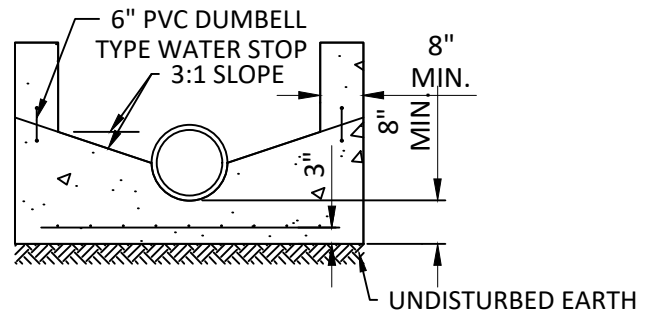
MONOLITHIC CONSTRUCTION



**STAGE CONSTRUCTION
ALTERNATE 1**



**STAGE CONSTRUCTION
ALTERNATE 2**



**STAGE CONSTRUCTION
ALTERNATE 3**

NOTES:

1. MIN. DROP THROUGH THE MH SHALL BE 0.10'. MAX. DROP SHALL NOT EXCEED 2', ANYTHING GREATER THAN 2' SHALL INCLUDE AN EXTERNAL DROP MH.
2. LOW SLUMP CONCRETE SHALL BE PLACED IN THE FOOTINGS AND LOWER WALLS, AND SHALL BE PLACE AND VIBRATED IN 12" LIFTS.
3. AN INSPECTOR MUST BE PRESENT BEFORE AND DURING THE PLACING OF THE CONCRETE.
4. THIS MANHOLE SHALL NOT BE USED IN PAVED STREETS OR OTHER TRAVELED AREAS.
5. THE CONCRETE MUST SET FOR 48 HOURS BEFORE PIPE INSIDE OF MANHOLE IS TRIMMED.
6. ALTERNATE 3 INVERT MUST BE FORMED AT TIME OF BOTTOM POUR.
7. WATER STOPS MAY BE ELIMINATED IF BARREL OF MANHOLE IS POURED WITHIN 4 HOURS AFTER BASE IS CLEANED OF ALL MUD, SILT AND DEBRIS.
8. MIN. CONCRETE STRENGTH TO BE 3,500 PSI.
9. IN ASPHALT STREETS, MANHOLES SHALL HAVE 4-FEET BY 4-FEET BY 8-INCHES CONCRETE COLLAR W/4-#6 REINFORCING BARS.
10. 8- TO 18-INCH PIPE, 4-FEET ID MANHOLE REQUIRED.
11. 21- TO 27-INCH PIPE, 5-FEET ID MANHOLE REQUIRED.
12. OVER 27-INCH PIPE, MANHOLE ID SPECIFIED BY ENGINEER.

CAST IN PLACE MANHOLE

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

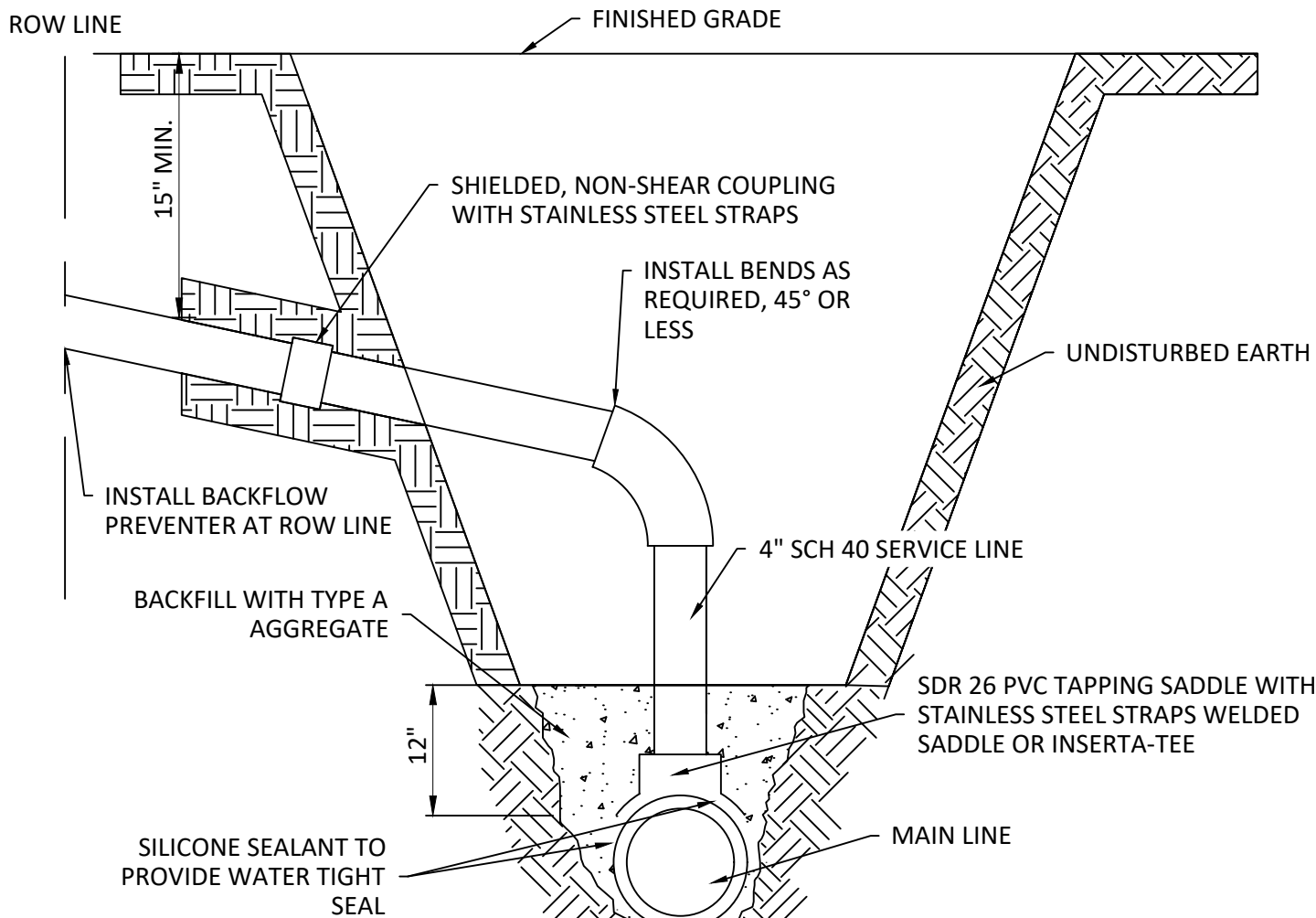
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. WW-02



NOTES:

1. SADDLE CONNECTIONS MAY BE MADE BY EXCAVATING THE EXISTING MAIN AND CUTTING A HOLE USING APPROVED EQUIPMENT AND INSTALLING A SADDLE. SEWER SERVICE CONNECTIONS CONSTRUCTED WITH SADDLES SHALL INCLUDE STRAPS, A ONE-EIGHT (1/8") DEGREE BEND, AND A CLOSURE PIECE. WHEN EXISTING MAIN HAS BEEN REHABILITATED BY TRENCHLESS METHOD OF CONSTRUCTION, THE SADDLE CONNECTION SHALL BE MADE TO THE PIPE/OR LINER.
2. TEE CONNECTIONS MAY BE MADE BY REMOVING A SECTION OF EXISTING PIPE AND INSTALLING A WYE BRANCH. FITTINGS AND CLOSURE ASSEMBLY SHALL BE USED TO MAKE THE CONNECTION AND SHALL BE SUPPLIED IN A NORMAL DIAMETER OR SIX (6) INCHES. THE EXTERNAL CONNECTION SHALL BE CONSIDERED COMPLETE WHEN BACKFILLING AND SURFACE RESTORATION IS COMPLETE. SERVICE CONNECTIONS CONSTRUCTED WITH WYE BRANCHES SHALL INCLUDE A ONE-EIGHT (1/8") DEGREE BEND, ELBOW, AND WHEN REQUIRED, A CLOSURE PIECE.
3. ALL MAIN LINE HOLES TO BE CORE DRILLED AND COUPON PRESENTED AT TIME OF INSPECTION.
4. TAPS SHALL BE LEFT UNCOVERED UNTIL TAP IS INSPECTED BY CITY INSPECTOR.
5. THE CONTRACTOR SHALL DRILL OR SAW A 4-INCH DIAMETER HOLE INTO THE EXISTING SEWER MAIN. THE USE OF ANGLE GRINDERS WILL NOT BE ALLOWED.
6. THERE SHALL BE A MINIMUM OF 2-INCHES FROM THE EDGE OF THE HOLE TO THE OUTSIDE EDGE OF THE TAPPING SADDLE.
7. ON AN EXISTING TAP THAT IS BEING REPAIRED, IF THE HOLE IS LARGER THAN 4-INCH DIAMETER OR THE PIPE IS IN POOR CONDITION, THEN THAT SECTION OF SANITARY SEWER PIPE SHALL BE REPLACED. SAID PIPE SHALL BE REPLACED WITH SDR 35 PVC TO A POINT UNTIL SOUND PIPE IS FOUND. THE MINIMUM LENGTH OF PIPE TO BE REPLACED IS 4-FEET.

TAPPING A SANITARY SEWER LINE

APPROVED BY:

SAB

DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. WW-04



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 24, "Streets and Sidewalks"; and also providing for repealer, codification, and severability.

Background: At the September meeting, City staff presented to the City Commission an overview of current and proposed fees for the City of Shawnee as well as peer city comparisons of engineering and inspection fees associated with public infrastructure projects. The presentation highlighted the need for a standardized fee structure to cover the costs incurred by the City during the review and inspection phases of public infrastructure development.

Based on the feedback received from the City Commissioners, staff has now drafted a proposed ordinance aimed at formalizing these fees. This draft ordinance outlines the establishment of plan review and inspection fees, providing a clear and consistent approach to funding the necessary engineering and inspection services for public infrastructure projects, at a lower rate than Shawnee's peer cities.

Plan Review Fee

The plan review fee is designed to cover the cost associated with the detailed examination of project plans by the City's Engineering Department. This fee will be incorporated into the City's fee schedule, ensuring transparency and accessibility for developers and contractors. The proposed fee is set at \$50 per sheet of plans reviewed. This fee structure ensures that the costs are proportionate to the size and complexity of the project, as larger projects with more extensive plans will incur higher fees, reflecting the increased effort required for their review.

Inspection Fee

The inspection fee is intended to fund the ongoing oversight and inspection of public infrastructure projects during their construction phase. This fee will be established by ordinance and is proposed to be 1% of the estimated construction cost. Although this fee is relatively low compared to those imposed by other cities, and may not fully cover the city's efforts, it is an improvement over the current situation where no inspection fees are collected. This percentage-based fee ensures that the inspection costs scale with the project's overall expense, making it fair and equitable for all types of public infrastructure projects, from smaller developments to large-scale constructions.

Implementation and Impact

By formalizing these fees, the city aims to recover some of the costs associated with the necessary engineering and inspection services, ensuring that public infrastructure projects are thoroughly reviewed and properly inspected. This approach not only promotes safety and compliance with city standards but

also provides a predictable cost framework for developers and contractors.

In conclusion, the establishment of plan review and inspection fees represents a crucial step towards ensuring the sustainability and quality of public infrastructure projects within the city. This initiative aligns with the city's broader goals of promoting efficient development practices, safeguarding public investments, and enhancing the overall quality of life for its residents.

Financial Impact: Not applicable

Attachments: Permit Ordinance Draft - Chapter 24 v2

Staff Recommendation: Approval of the ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 24, "STREETS AND SIDEWALKS"; AND ALSO PROVIDING FOR REPEALER, CODIFICATION, AND SEVERABILITY.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: Section 24-2.- Street paving or improvement work.

- a) *Bond.* Before any person, and/or entity, shall engage in work of any kind within the city, which constitutes the paving, by cement, blacktop or gravel, or otherwise improving of any street, he shall execute and deliver to the city a bond in an amount as described in the city fee schedule. The bond shall be conditioned upon the faithful performance of his duties, that he shall save the city harmless from any liabilities that may arise in the use of any of the streets or alleys where such work is performed and that he shall in all respects comply with all city ordinances, rules and regulations relating to the use of streets.
- b) *Liability insurance.* Before any person shall engage in work of any kind in the city constituting the paving, by cement, blacktop or gravel, or otherwise improving of any street, the person doing such work shall file with the city clerk or designee an insurance policy for an indemnity fund as follows:
 - 1. The insurance policy shall be issued by a company licensed and authorized to do business in the state and shall provide public liability insurance coverage for each operation required in the conduct of such work. The insurance policy coverage, for injury or death of any one person, for the injury or death of any number of persons in any one accident and for property damage in any one accident growing out of the work, shall be in an amount as described in the city fee schedule.
 - 2. The policy cannot be cancelled until ten days' notice of cancellation is given to the city clerk or designee, and the policy shall carry an endorsement of actual notice to the city of any changes therein.
 - 3. The insurance policy shall be approved by the city manager or designee and endorsed thereon. The insurance policy shall be approved as to form by the city attorney.
 - 4. The insurance policy shall be made for the use and benefit and protection of the city and for the use and benefit and protection of any person who may suffer injury either to his person or property because of an accident or omission or negligence of any person, his agents or servants engaged in such work. If the policy is approved by the city manager or designee, it shall remain in force and effect during the life of the policy.
- c) *Manner of doing work.* Any work of any kind in the city constituting the paving, by cement, blacktop or gravel, or any other improving of streets shall be done under the supervision and according to specifications of the city engineer and shall be inspected and approved by the city engineer, or designee.
- d) *Permit required.* No person shall do or cause to be done any work of any kind in the city constituting the paving, by cement, blacktop or gravel, or any improvement of streets or sidewalks, or construction of storm sewer, without a permit for such work. A permit of such work shall only be issued after approval by the city engineer.

Section 2: Section 24-13. – Permits, plans and specifications, and fees.

- a) *Permit Required.*
 - 1. No person shall do or cause to be done any work constituting paving, by cement, blacktop or gravel, or any improvement of streets or sidewalks, within the city without first having obtained a construction permit number for the work from the office of the city engineer. A permit for such work shall not be issued to any person who has failed to comply with

this Code. Permits shall not be required for maintenance work or for repair work if the maintenance and repair work does not require alteration or rearrangement of roadway geometry.

b) Permit Issuance.

1. Upon compliance with Section 24-2 and prior to commencement of the work, it shall be the duty of the city engineer to issue a permit permitting the person to perform the paving or storm sewer work covered by the application, provided the plans for the work conform to the Engineering Design Manual and the city engineer shall charge the paving contractor with the amount of proper fees.

c) Plans and Specifications

1. The office of the city engineer shall require plans and specifications for any public street, public storm sewer or sidewalk construction in accordance with the currently adopted Engineering Design Manual.
2. The city engineer shall have and is given authority to refuse to issue a permit for the installation of public paving or storm sewer, as provided in this division, or for any additions or extensions to public paving or storm sewer that is proposed to be done is shown to be unsafe or not in accordance with this Code.
3. Approval of plans and specifications for purposes of issuing a permit by the city shall not relieve the owner or his agents of responsibility for errors of any kind in drawings and specifications and for compliance with applicable codes.

d) Fees

1. An administrative plan review fee for privately funded public improvements shall be paid in the amount provided by the city fee schedule.
2. Inspection and supervision fees shall be a percentage of estimated costs as follows:

1.0% of the estimated construction costs at the time of permit. Construction estimate is subject to review and approval by the city engineer.

The above fee schedule will be valid for the installation of street paving projects, public sidewalk or storm sewer projects.

Section 2: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 3: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this ____ day of October, 2024

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this ____ day of October, 2024.

JOSEPH M. VORNDRAN
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF CHAPTER 24, "STREETS AND SIDEWALKS" OF THE SHAWNEE MUNICIPAL CODE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission; and

WHEREAS, the Mayor and City Commission of Shawnee, Oklahoma wishes to update the City Fee Schedule in a manner described below so as to set fees pursuant to Section 24-13.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA.

Section 1. Section 24-13 of Article I of Chapter 24 shall include the following fee to the City Fee Schedule:

Part II Chapter 24 Art. I Sec. 24-13 (d)	Streets and Sidewalks	Administrative Plan Review Fee	\$50 per sheet
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Section 2. **Adoption and Update of the City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise readopted, for full force and effect, in the Code of the City of Shawnee.

PASSED AND APPROVED this ____ day of October, 2024.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK
(SEAL)

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)(1)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art I Sec 24-13 (d)	Streets and Sidewalks	Administrative Plan Review Fee	\$50 per sheet			
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage				\$5,000, \$10,000, \$5,000
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			



Engineering Department
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 26, "Utilities", and also providing for repealer, codification, and severability.

Background: Staff presented to the City Commission at the September commission meeting to discuss the engineering and inspection fees associated with public infrastructure projects. The presentation highlighted the need for a standardized fee structure to cover the costs incurred by the city during the review and inspection phases of public infrastructure development.

Following a detailed discussion and feedback from the commissioners, staff has now drafted a proposed ordinance aimed at formalizing these fees. This draft ordinance outlines the establishment of plan review and inspection fees, providing a clear and consistent approach to funding the necessary engineering and inspection services for public infrastructure projects, at a reduced rate from peer cities.

Plan Review Fee

The plan review fee is designed to cover the costs associated with the detailed examination of project plans by the city's engineering department. This fee will be incorporated into the City's fee schedule, ensuring transparency and accessibility for developers and contractors. The proposed fee is set at \$50 per sheet of plans reviewed. This fee structure ensures that the costs are proportionate to the size and complexity of the project, as larger projects with more extensive plans will incur higher fees, reflecting the increased effort required for their review.

Inspection Fee

The inspection fee is intended to fund the ongoing oversight and inspection of public infrastructure projects during their construction phase. This fee will be established by ordinance and is proposed to be 1% of the estimated construction cost. Although this fee is relatively low compared to those imposed by other cities, and may not fully cover the city's efforts, it is an improvement over the current situation where no inspection fees are collected. This percentage-based fee ensures that the inspection costs scale with the project's overall expense, making it fair and equitable for all types of public infrastructure projects, from smaller developments to large-scale constructions.

Implementation and Impact

By formalizing these fees, the city aims to recover some of the costs associated with the necessary engineering and inspection services, ensuring that public infrastructure projects are thoroughly reviewed and properly inspected. This approach not only promotes safety and compliance with city standards but also provides a predictable cost framework for developers and contractors.

In conclusion, the establishment of plan review and inspection fees represents a crucial step towards ensuring the sustainability and quality of public infrastructure projects within the city. This initiative aligns with the city's broader goals of promoting efficient development practices, safeguarding public investments, and enhancing the overall quality of life for its residents.

Financial Impact: Not applicable

Attachments: Ordinance

Staff Recommendation: Approval of the ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 26, "UTILITIES"; AND ALSO PROVIDING FOR REPEALER, CODIFICATION, AND SEVERABILITY.

WHEREAS the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: Section 26-68

The service line from the water main to the meter box and three feet beyond shall be polyethylene water service tubing, color blue, copper tube size (CTS) PE 3408/3608, high density PE tubing, PC 200 (psi), DR 9 (outside diameter-based dimension ratio), in conformance with the Engineering Design Manual, Standard Construction details, and requirements of ANSI/AWWA C901 and ASTM D2737. (All polyethylene water service lines will require tracer wire to be installed in accordance with the city water main installation specifications.)

Section 2: Section 26-69

- a) There is adopted by the city, for the purpose of amending standards and specifications for the construction of water distribution main lines, that certain compilation entitled "Standard Specifications for Construction of Water Distribution Mains, Shawnee, Oklahoma," adopted September 2024, of which copies are filed in the office of the city clerk and are made a part of the public records of the city. All water lines and appurtenances thereto shall conform to the state department of environmental quality standards for public water supply facilities, as set forth in O.A.C. 252, chapter 625, "Public Water Supply Construction Standards," as adopted and as may be from time to time amended by the state board of health. Additionally, All water lines and appurtenances thereto shall conform to the "Engineering Design Manual, Shawnee, Oklahoma," adopted September 2024, of which copies are filed in the office of the city clerk and are made a part of the public records of the city.
- b) Permit Required.
 1. No person shall do or cause to be done any work constituting public water distribution main construction, within the city without first having obtained a construction permit number for the work from the office of the city engineer. A permit for such work shall not be issued to any person who has failed to comply with this Code. Permits shall not be required for maintenance work or for repair work if the maintenance and repair work does not require alteration or rearrangement of roadway geometry.
- c) Permit Issuance.
 1. Upon compliance with Section 26-69a and prior to commencement of the work, it shall be the duty of the city engineer to issue a permit permitting the person to perform the water distribution work covered by the application, provided the plans for the work conform to the Engineering Design Manual and the city engineer shall charge the utility contractor with the amount of proper fees.
- d) Plans and Specifications
 1. The office of the city engineer shall require plans and specifications for any public main extension in accordance with the currently adopted Engineering Design Manual.
 2. The city engineer shall have and is given authority to refuse to issue a permit for the installation of public main extension, as provided in this division, or for any additions or extensions to public mains if the work that is proposed to be done is shown to be unsafe or not in accordance with this Code.

3. Approval of plans and specifications for purposes of issuing a permit by the city shall not relieve the owner or his agents of responsibility for errors of any kind in drawings and specifications and for compliance with applicable codes.

e) Fees

1. An administrative plan review fee for privately funded public improvements shall be paid in the amount provided by the city fee schedule.
2. Inspection and supervision fees shall be a percentage of estimated costs as follows:

1.0% of the estimated construction costs at the time of permit. Construction estimate is subject to review and approval by the city engineer.

The above fee schedule will be valid for the installation of public water distribution mains.

- f) *Bond*. Before any person, and/or entity, shall engage in work of any kind within the city, which constitutes public water distribution construction, shall execute and deliver to the city a bond in an amount as described in the city fee schedule. The bond shall be conditioned upon the faithful performance of his duties, that he shall save the city harmless from any liabilities that may arise in the use of any of the construction where such work is performed and that they shall in all respects comply with all city ordinances, rules and regulations relating to the use of public facilities.

- g) *Liability insurance*. Before any person shall engage in work of any kind in the city constituting public water distribution mains, the person doing such work shall file with the city clerk or designee an insurance policy for an indemnity fund as follows:

1. The insurance policy shall be issued by a company licensed and authorized to do business in the state and shall provide public liability insurance coverage for each operation required in the conduct of such work. The insurance policy coverage, for injury or death of any one person, for the injury or death of any number of persons in any one accident and for property damage in any one accident growing out of the work, shall be in an amount as described in the city fee schedule.
2. The policy cannot be cancelled until ten days' notice of cancellation is given to the city clerk or designee, and the policy shall carry an endorsement of actual notice to the city of any changes therein.
3. The insurance policy shall be approved by the city manager or designee and endorsed thereon. The insurance policy shall be approved as to form by the city attorney.
4. The insurance policy shall be made for the use and benefit and protection of the city and for the use and benefit and protection of any person who may suffer injury either to his person or property because of an accident or omission or negligence of any person, his agents or servants engaged in such work. If the policy is approved by the city manager or designee, it shall remain in force and effect during the life of the policy.

- h) *Manner of doing work*. Any work, of any kind, in the city constituting public water distribution mains shall be done under the supervision and according to specifications of the city engineer and shall be inspected and approved by the city engineer, or designee.

Section 3: Section 26-168

- a) All water meters installed on the city water system shall be of a type and brand as approved by the line maintenance utility director.
- b) Meters shall comply with the latest adopted standard construction details.
- c) All meters larger than two inches shall be installed with a bypass and appropriate valves. Bypasses may be required on two-inch meter installations where, in the judgment of the line maintenance utility director, uninterruptible service is important.

Section 4: Section 26-268

- a) There is adopted by the city, for the purpose of establishing standards and specifications for the construction of sanitary sewer lines, the current edition of Standard Specifications for

Construction of Public Sanitary Sewer Lines, Shawnee, Oklahoma, of which not less than three copies are filed in the office of the utilities department and are made a part of the public records of the city, and the specifications are incorporated in this section as fully as if set out at length. All sanitary sewer lines and water pollution control facilities shall conform to the state department of health standards for water pollution control facilities as set forth in ODH Engineering Bulletin No. 0587, as adopted and as may be from time to time amended by the state board of health.

b) Permit Required.

1. No person shall do or cause to be done any work constituting public sanitary sewer main construction, within the city without first having obtained a construction permit number for the work from the office of the city engineer. A permit for such work shall not be issued to any person who has failed to comply with this Code. Permits shall not be required for maintenance work or for repair work if the maintenance and repair work does not require alteration or rearrangement of roadway geometry.

c) Permit Issuance.

1. Upon compliance with Section 26-268a and prior to commencement of the work, it shall be the duty of the city engineer to issue a permit permitting the person to perform the sanitary sewer collection work covered by the application, provided the plans for the work conform to the Engineering Design Manual and the city engineer shall charge the utility contractor with the amount of proper fees.

d) Plans and Specifications

1. The office of the city engineer shall require plans and specifications for any public main extension in accordance with the currently adopted Engineering Design Manual.
2. The city engineer shall have and is given authority to refuse to issue a permit for the installation of public sewer main extensions, as provided in this division, or for any additions or extensions to public mains if the work that is proposed to be done is shown to be unsafe or not in accordance with this Code.
3. Approval of plans and specifications for purposes of issuing a permit by the city shall not relieve the owner or his agents of responsibility for errors of any kind in drawings and specifications and for compliance with applicable codes.

e) Fees

1. An administrative plan review fee for privately funded public improvements shall be paid in the amount provided by the city fee schedule.
2. Inspection and supervision fees shall be a percentage of estimated costs as follows:

1.0% of the estimated construction costs at the time of permit. Construction estimate is subject to review and approval by the city engineer.

The above fee schedule will be valid for the installation of public sewer collection mains.

f) *Bond.* Before any person, and/or entity, shall engage in work of any kind within the city, which constitutes public sanitary sewer main construction, shall execute and deliver to the city a bond in an amount as described in the city fee schedule. The bond shall be conditioned upon the faithful performance of his duties, that he shall save the city harmless from any liabilities that may arise in the use of any of the construction where such work is performed and that they shall in all respects comply with all city ordinances, rules and regulations relating to the use of public facilities.

g) *Liability insurance.* Before any person shall engage in work of any kind in the city constituting public sanitary sewer main construction, the person doing such work shall file with the city clerk or designee an insurance policy for an indemnity fund as follows:

1. The insurance policy shall be issued by a company licensed and authorized to do business in the state and shall provide public liability insurance coverage for each operation required in the conduct of such work. The insurance policy coverage, for injury or death

of any one person, for the injury or death of any number of persons in any one accident and for property damage in any one accident growing out of the work, shall be in an amount as described in the city fee schedule.

2. The policy cannot be cancelled until ten days' notice of cancellation is given to the city clerk or designee, and the policy shall carry an endorsement of actual notice to the city of any changes therein.
3. The insurance policy shall be approved by the city manager or designee and endorsed thereon. The insurance policy shall be approved as to form by the city attorney.
4. The insurance policy shall be made for the use and benefit and protection of the city and for the use and benefit and protection of any person who may suffer injury either to his person or property because of an accident or omission or negligence of any person, his agents or servants engaged in such work. If the policy is approved by the city manager or designee, it shall remain in force and effect during the life of the policy.

h) *Manner of doing work.* Any work, of any kind, in the city constituting public sanitary sewer main construction shall be done under the supervision and according to specifications of the city engineer and shall be inspected and approved by the city engineer, or designee.

Section 5: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 6: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 7: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this ____ day of October, 2024

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this ____ day of October, 2024.

JOSEPH M. VORNDRAN
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF CHAPTER 26, "UTILITIES" OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission; and

WHEREAS, the Mayor and City Commission of Shawnee, Oklahoma wishes to update the City Fee Schedule in a manner described below so as to set fees pursuant to Section 26-69 and 26-268.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA.

Section 1. Section 26-69 of Article III of Chapter 26 shall include the following fee to the City Fee Schedule:

Chapter 26 Art. III Sec. 26-69 (e)	Utilities	Administrative Plan Review Fee	\$50 per sheet
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Section 2. Section 26-268 of Article IV of Chapter 26 shall include the following fee to the City Fee Schedule:

Chapter 26 Art. IV Sec. 26-268 (e)	Utilities	Administrative Plan Review Fee	\$50 per sheet
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Section 3. **Adoption and Update of the City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A') and the update City Fee Schedule in whole (Exhibit 'B'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise readopted, for full force and effect, in the Code of the City of Shawnee.

PASSED AND APPROVED this ____ day of October, 2024.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK
(SEAL)

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26: UTILITIES						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$25.79			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$29.98			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$37.48			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$16.81			
		Over 1,000	\$3.72			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$21.04			
		Over 1,000	\$3.62			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$25.24			
		Over 1,000	\$5.42			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$31.54			
		Over 1,000	\$5.42			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-69(e)	Utilities	Administrative Plan Review Fee	\$50 per sheet			
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a)(2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132 (c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-133	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 2 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees:				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
Part II Chapter 26 Art III Div 3 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art I Div 1 Sec 26-268(e)	Utilities	Administrative Plan Review Fee	\$50 per sheet			
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (Section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a)(1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a)(2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a)(3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		
Part II Chapter 1 Sec 1-10 (d)	General Provisions	Technology Fee	\$10			
Part II Chapter 1 Sec 1-10 (e)	General Provisions	Communication Support Fee	\$10			
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-316	Administration	Human Rights. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$500.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal -- Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-16	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-17	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-19 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-19 (e)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual license fee for adult unaltered male or female (Note: Seniors 50% discount)	\$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual license fee for adult altered male or female (Note: Seniors 50% discount)	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Three (3) year license fee for adult unaltered male or female (Note: Seniors 50% discount)	\$45			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Three (3) year license fee for adult altered male or female (Note: Seniors 50% discount)	\$25			
Part II Chapter 5 Art III Div 2 Sec 5-116	Animals	Dogs: Delinquent license penalty fee	\$5			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs: Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$5			
Part II Chapter 5 Art III Div 4 Sec 5-178	Animals	Dogs: Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs: Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs: Kennels: Dog Kennel Operation Annual License	\$300			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Annual license fee for adult unaltered male or female Note: Seniors 50% discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Annual license fee for adult altered male or female Note: Seniors 50% discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Three (3) year license fee for adult unaltered male or female Note: Seniors 50% discount	\$45			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Three (3) year license fee for adult altered male or female Note: Seniors 50% discount	\$25			
Part II Chapter 5 Art IV Div 2 Sec 5-279	Animals	Cats: Delinquent license penalty fee	\$5			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats: Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$5			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art IV Div 3 Sec 5-307	Animals	Cats: Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats: Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats: Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 2 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 2 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 3 Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. ©	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspection made because of defective work: First Occurance	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 1 Sec 7-362(h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art III Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art III Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art III Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art III Div 3 Sec 8-256	Business, Permits, and Licenses	Snow cone Penalty for violation		\$500		
Part II Chapter 8 Art III Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art III Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art IV Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art IV Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art V Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	\$100; \$10; \$20; \$30			
Part II Chapter 8 Art V Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VI Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art VII Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		

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Part II Chapter 8 Art VII Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	\$25; \$10			
Part II Chapter 8 Art VIII Sec 8-542(a)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
CHAPTER 9: CABLE COMMUNICATIONS						
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)	Cable Communications	Liability and indemnification: insurance				General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

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CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Adult Lot**	\$550			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant (0-1 year) Lot	\$200			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Cremation Space**	\$550			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant (0-1 year)Cremation Space**	\$125			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Adult burials**	\$450			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Infant (0-1 year) burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials**	\$250			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Adult and Cremation burials)**	\$300			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Infant burials)	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges After 4:00PM Monday thru Friday **	\$550			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon**	\$600			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday**	\$700			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a municipal holiday**	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Monument/Marker Setting Fee**	\$50			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee**	\$1,500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee**	\$1,000			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)**	\$1000 per niche			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)**	\$1200 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment--Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119 (d)	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 12 Art VI Sec 12-149	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-3 (d)(1)	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(2)	Fire Prevention and Protection	Conducting a carnival or fair fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(3)	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(4)	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(5)	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(6)	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-3 (d)(7)	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee. To include installation or modification of an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(9)	Fire Prevention and Protection	Installation of fire alarm and detection systems fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-3 (d)(9)	Fire Prevention and Protection	Modification to fire alarm and detection systems fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(10)	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(10)	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(11)	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-3 (e)	Fire Prevention and Protection	Operational Permit Fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art I Sec 13-3 (f)	Fire Prevention and Protection	Permit Processing Fee	.50¢			
Part II Chapter 13 Art I Sec 13-8 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art II Sec 13-37 Sec 110.4 & Sec 112.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100 per site			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢			
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
Part II Chapter 15 Art III Sec 15-122	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	\$25			
CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			
CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art I Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for up to 30 Spaces	\$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		\$100		
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		\$100		
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c)(d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		

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CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-6 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-7 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-8	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-9 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-14	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		

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Part II Chapter 20 Art I Sec 20-20 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-21 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-23 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-25 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-29 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-31 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-32 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-34 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-38 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-47	Offenses and Miscellaneous Provisions	Sitting or Lying Down on Public Sidewalks: Fine		\$10		
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		

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Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$250		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		

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Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		

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Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			

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Part II Chapter 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Application Fee***	\$180.00			
Part II Chapter 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Renewal Fee***	\$100.00			
Part II Chapter 22 Art VIII Sec 22-728 (b)(2)(c)(2)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
Part II Chapter 22 Art IX Sec 22-750 (3)(k)	Planning and Development	Application Fee	\$50.00			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate*			
		Small Polycart (65 gallon)	\$19.19			
		Large Polycart (95 gallon)	\$24.18			
		Additional Polycart (95 gallon)	\$12.20			
		Solid Waste Service Only	\$24.18			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)(1)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art I Sec 24-13 (d)	Streets and Sidewalks	Administrative Plan Review Fee	\$50 per sheet			
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				

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		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			

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		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$29.98			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$37.48			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			

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Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$16.81			
		Over 1,000	\$3.72			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$21.04			
		Over 1,000	\$3.62			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$25.24			
		Over 1,000	\$5.42			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				

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		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$31.54			
		Over 1,000	\$5.42			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		

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Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(4)	Utilities	Water--Drought Management Plans: Fines: 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-69(e)	Utilities	Administrative Plan Review Fee	\$50 per sheet			
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a)(2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132 (c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-133	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 2 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees:				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
Part II Chapter 26 Art III Div 3 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art I Div 1 Sec 26-268(e)	Utilities	Administrative Plan Review Fee	\$50 per sheet			
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (Section 26- 28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57 (a)	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58 (b)	Vegetation	License to Trim, Prune, or Remove: Liability Insurance				\$5,000, \$10,000, \$5,000
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	\$50			
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date	\$150			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			
Part II Chapter 28 Art V Sec 28-196 (2)(d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000



Police Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Subject: Consideration of a resolution to accept a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center; specifically related to office furniture.

Background: The State of Oklahoma 911 Management Authority offers grants to upgrade and repair 911 Centers. The Shawnee 911 Center requires new chairs with ergonomic designs to prevent injury and fatigue. These chairs can be purchased for an approximate cost of \$8,954.76. The grant will pay 80% of this cost, with a 20% match from the City of Shawnee.

Financial Impact: The City of Shawnee would pay \$1,790.95 of the cost as a 20% match for the fund received from the State of Oklahoma 911 Management Authority. These funds would come from the 911 fees collected by the City.

Attachments: 2024 Furniture Grant Resolution

Staff Recommendation: Approval of the resolution

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE STATE OF OKLAHOMA NINE-ONE-ONE (911) MANAGEMENT AUTHORITY FOR THE SHAWNEE NINE-ONE-ONE (911) COMMUNICATIONS CENTER.

WHEREAS, the Shawnee Nine-One-One (911) Communications Center receives all Nine-One-One (911) calls in the City of Shawnee and Dispatches First Responders i.e., Police, Fire & Emergency Medical Services (EMS) to both Emergency and Non-Emergency calls within the boundaries of the City of Shawnee; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center wants to provide furniture/chairs necessary to provide the proper ergonomics to reduce on the job injuries related to the stationary sitting common in 24/7 call centers; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center needs additional funding for furniture/chairs; and

WHEREAS, the Oklahoma Nine-One-One (911) Management Authority has grant funding available for furniture/chairs that improve ergonomics and reduce on the job injuries; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center agrees to provide local funding to meet the required TWENTY percent (20%) local match as required under the state guidelines. This is for the application of EIGHTY percent (80%) grant for telecommunicator furniture/chairs.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, that it affirms a commitment to the citizens of Shawnee, and through application to the State of Oklahoma Nine-One-One (911) Management Authority, certifies a local funding is available to meet the grant match requirements.

Passed and approved this 21st day of October, 2024.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



Police Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Subject: Consideration of a resolution to accept a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center; specifically related to training.

Background: The State of Oklahoma 911 Management Authority offers grants to train staff in 911 Centers. The ability to train new staff for a 911 center with realistic scenarios has always been challenging. GovWorx provides a new training platform that incorporates artificial intelligence to create training. The trainer can adjust the types of calls and stress levels for these training modules. This is the most realistic training ever provided for new staff. This program is available for \$7,500.00.

Financial Impact: The State of Oklahoma 911 Management Authority will reimburse \$7,500.00 or 100% of this cost. The upfront funds would come from the 911 fees collected by the City.

Attachments: 2024 Training Grant Resolution

Staff Recommendation: Approval of the resolution

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE STATE OF OKLAHOMA NINE-ONE-ONE (911) MANAGEMENT AUTHORITY FOR THE SHAWNEE NINE-ONE-ONE (911) COMMUNICATIONS CENTER.

WHEREAS, the Shawnee Nine-One-One (911) Communications Center receives all Nine-One-One (911) calls in the City of Shawnee and Dispatches First Responders i.e., Police, Fire & Emergency Medical Services (EMS) to both Emergency and Non-Emergency calls within the boundaries of the City of Shawnee; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center wants to improve training and services to responders and citizens and to meet the new Oklahoma State Nine-One-One (911) Authority Board Minimum Training Standards; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center needs additional funding for Nine-One-One (911) training; and

WHEREAS, the Oklahoma Nine-One-One (911) Management Authority has grant funding available for telecommunicator training; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center agrees to provide local funding to meet the required ZERO percent (0%) local match as required under the state guidelines. This is for the application of ONE HUNDRED percent (100%) grant for telecommunicator training.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, that it affirms a commitment to the citizens of Shawnee, and through application to the State of Oklahoma Nine-One-One (911) Management Authority, certifies a local funding is available to meet the grant match requirements.

Passed and approved this 21st day of October, 2024.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



Police Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Subject: Consideration of a resolution to accept a grant offer from the State of Oklahoma 911 Management Authority for the Shawnee 911 Communications Center; specifically related to GIS support and maintenance.

Background: The State of Oklahoma 911 Management Authority offers grants to upgrade and repair 911 Centers. To comply with national standards, the Shawnee 911 Center requires maintenance and restructuring of Geographic Information Systems (GIS) mapping services. Surveying and Mapping LLC will provide these services for two years at \$8,800.00.

Financial Impact: The State of Oklahoma 911 Management Authority will reimburse \$8,800.00 or 100% of this cost. The upfront funds would come from the 911 fees collected by the City.

Attachments: 2024 GIS Grant Resolution

Staff Recommendation: Approval of the resolution

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT OFFER FROM THE STATE OF OKLAHOMA NINE-ONE-ONE (911) MANAGEMENT AUTHORITY FOR THE SHAWNEE NINE-ONE-ONE (911) COMMUNICATIONS CENTER.

WHEREAS, the Shawnee Nine-One-One (911) Communications Center receives all Nine-One-One (911) calls in the City of Shawnee and Dispatches First Responders i.e., Police, Fire & Emergency Medical Services (EMS) to both Emergency and Non-Emergency calls within the boundaries of the City of Shawnee; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center wants to continue to improve Geographic Information System (GIS) Data and to meet the new Oklahoma State Nine-One-One (911) Authority Board Addressing Standards for Next Generation Nine-One-One (911); and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center needs additional funding for Nine-One-One (911) GIS Data support and maintenance for two (2) years; and

WHEREAS, the Oklahoma Nine-One-One (911) Management Authority has grant funding available for Next Generation Nine-One-One (911) GIS Data support and maintenance for two (2) years; and

WHEREAS, the Shawnee Nine-One-One (911) Communications Center agrees to provide local funding to meet the required ZERO percent (0%) local match as required under the state guidelines. This is for the application of ONE HUNDRED percent (100%) grant for two (2) years of GIS support and maintenance.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee, that it affirms a commitment to the citizens of Shawnee, and through application to the State of Oklahoma Nine-One-One (911) Management Authority, certifies a local funding is available to meet the grant match requirements.

Passed and approved this 21st day of October, 2024.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



Community Development Department

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of approval of an updated Citizen Participation Plan for the Community Development Block Grant program.

Background: The City of Shawnee receives Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing and Urban Development (HUD). Shawnee receives these funds due to our status as an entitlement community (one of nine in Oklahoma to have this designation). The CDBG program provides funding to assist low- to moderate-income households and eliminate slum and blight conditions.

As part of Shawnee's 2023 monitoring report, staff from HUD noted that key revisions to the Citizen Participation Plan were needed. These requested revisions are designed to clarify how stakeholder groups can obtain information, notes where information can be obtained, and how individuals (including those with disabilities) can provide input on the Annual Action Plan and Consolidated Plan.

Approval of the updated Citizen Participation Plan by the City Commission is the final step in the revision process.

Financial Impact: Not applicable

Attachments: Citizen Participation Plan COS - amended March 2023 for 2024 CP

Staff Recommendation: Approval of the item

CITIZEN PARTICIPATION PLAN



Community Development Block Grant Program

Version: Updated October 2024

THE CITY OF SHAWNEE

COMMUNITY DEVELOPMENT DEPARTMENT

CITIZEN PARTICIPATION PLAN

I. INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) requires a five-year Consolidated Plan for Housing and Community Development. This process satisfies the minimum statutory requirements for four CPD formula programs (Community Development Block Grant (COMMUNITY DEVELOPMENT), (HOME Investment Partnerships HOME, Emergency Shelter Grants (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) with a single submission.)

The statutes for the grant programs set forth three basic goals, which are closely related to HUD's major commitments and priorities. *Each of these goals must give maximum priority to the benefit of low and very-low income persons.*

- 1) Programs are to provide decent housing
- 2) Provide suitable living environment
- 3) Expand economic opportunities

The City of Shawnee Citizen Participation Plan outlines ways in which the citizens of Shawnee can participate in its CDBG (HOME, ESG and HOPWA) programs. Its purpose is to encourage public participation in the planning process, as well as to meet the requirements of the U.S. Department of Housing and Urban Development. The City of Shawnee receives CDBG funding and does not receive HOME, ESG or HOPWA funding at this time.

The City of Shawnee Citizen Participation Plan is available for public review at any time. Copies of the plan may be obtained through the City of Shawnee Community Development Department or by requesting a copy from the CDBG Administrator. This October 2024 Citizen Participation Plan amends the City of Shawnee's October 2020 Citizen Participation Plan, which was amended in April 2011 after being originally adopted in November 1998, to update the actions that the City of Shawnee's Community Development Department will take to encourage the participation of all residents.

II. STANDARDS FOR PARTICIPATION

The City of Shawnee is required by Federal Regulations to ensure that the citizen participation process be provided at the community wide level as well as the neighborhood level in areas where a significant amount of activity is proposed or ongoing. These levels of participation shall meet the following standards:

There shall be involvement both at the (1) neighborhood level by scheduling meetings at times and places convenient to the residents of the neighborhood and

at the (2) community-wide level through meetings to be held in the City of Shawnee, (City of Shawnee Commission Chambers 16 W 9th St. Shawnee, OK 74801), in the program processes.

The Consolidated Plan is the planning document that outlines the partnerships between housing providers, human service agencies, neighborhoods and the business community for addressing specific community needs. The Consolidated Plan will document housing and Community Development needs and identify strategies to meet those needs in the City of Shawnee. There is a five year Consolidated Plan and a yearly Annual Action Plan – these will both be referred to as the “Consolidated Plan” for the remainder of this document. Citizens, non-profits and other interested parties are invited and encouraged to become involved throughout all stages of the CDBG program. Areas of involvement include:

1. Development of the Citizen Participation Plan
2. Development of the Consolidated Plan (5-yr plan and Annual Action Plan)
3. Assessment of Performance (Consolidated Annual Performance Evaluation Report – CAPER)
4. Substantial Amendments to Consolidated/Action Plans

III. ACCESS TO ADEQUATE AND TIMELY INFORMATION

Citizens, public agencies, and other interested parties, including those most affected, will have the opportunity to receive information, review and submit comments on any proposed submission concerning the proposed activities, including the estimated amount proposed to benefit low to extremely low-income residents.

All areas of citizen participation shall be conducted in an open manner with freedom of access to all interested persons, non-profit organizations and other interested parties.

Citizens shall be provided adequate and timely information, so as to enable them to be meaningfully involved in important decisions at various stages of the programs. Information may include but is not limited to federal regulations and other issues to have an understanding of the programs.

The City of Shawnee will provide full public access to program records and information, particularly to those of low and moderate income and to those residing in lower-income and blighted neighborhoods. Such disclosures will be consistent with the laws regarding personal privacy and obligations of confidentiality. Any such request for access to records should be made so in writing to the City of Shawnee, Community Development Department, 16 W. 9th Street, Shawnee, OK 74801. The telephone number is (405) 273-1276. Documents relevant to the program shall also be made available for review at the City of Shawnee Office of Community Development during the hours of 8 a.m. to 4 p.m. Monday through Friday. Such documents include:

1. The total amount of grant funds (CDBG and others received) planned to be available for eligible activities including planning and administration,
2. The range of activities that may be undertaken with the funds and the kinds of activities that have been previously funded in the City of Shawnee.
3. The process that is to be followed in preparing and approving the Consolidated Plan and the proposed schedule of meetings and hearings,
4. All mailings and promotional material,
5. Record of hearings,
6. Documents regarding other important program requirements, such as contracting procedures, environmental review policies, fair housing and other equal opportunity requirements and relocation provisions, and

Additionally, a reasonable number of free copies of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan and the Annual Performance Report will be made available to residents or groups who request them at locations convenient to persons affected by the program and to handicapped persons:

- Community Development Block Grant Department, 16 W. 9th Street, Shawnee
- The City of Shawnee Website – www.shawneeok.org
- The City of Shawnee Clerk's Office at City Hall, 16 W. 9th Street, Shawnee
- The Shawnee Public Library, 101 N. Philadelphia, Shawnee

IV. PUBLIC HEARINGS

The City of Shawnee shall conduct public hearings to obtain views of citizens, particularly those persons affected by the programs, i.e., low and very low income persons, and those residents of blighted neighborhoods, public agencies and to hear interested parties to respond to proposals and comment at all stages of the Consolidated Plan submission process. Topics of interest at the public hearings will include but not be limited to: 1.) identifying housing and Community Development needs, 2.) reviewing proposed uses of funds and, 3.) reviewing previous program performance.

The City of Shawnee will hold at least two public hearings during each program year cycle, with one held before the proposed consolidated plan is published for comment and at least one after the proposed plan is available for review. The hearings will be held in the (City of Shawnee Commission Chambers 16 W 9th St. Shawnee, OK 74801) on a day selected in the normal workweek.

Notices of the hearings will be published in the non-legal section of the Shawnee News Star Newspaper and/or posted following local procedures for formal noticing at least fourteen (14) days prior to each hearing. Notices will also be posted at the following locations:

- Community Development Block Grant Department, 16 W. 9th Street, Shawnee
- The City of Shawnee Website – www.shawneeok.org
- The City of Shawnee City Hall, 16 W. 9th Street, Shawnee

Additionally, the City will provide news releases to aid in informing the public. Accessibility to the handicapped will be provided at the location of each public hearing. If special accommodations are needed, please contact the Community Development Department 48 hours prior to the meeting to make specific accommodation requests.

V. NON-ENGLISH SPEAKING RESIDENTS

It has been determined that there are not a significant number of non-English speaking residents expected to participate in the hearings. However, special arrangements will be made, if requested 48-hours in advance of a hearing.

VI. OBTAINING CITIZEN VIEWS

The City of Shawnee encourages all citizens; particularly those persons affected by the programs, i.e., low- and moderate-income persons, and those residents of blighted neighborhoods, public housing residents and management, to submit their views and proposals concerning the programs. Citizens will have a period of not less than thirty (30) days to submit comments on performance reports before the report is to be submitted to. Each performance report shall include a citizen participation report with a summary of all comments to be attached. See section on PUBLIC HEARINGS for notice of comment periods information.

Citizens may submit their views and proposals in one of the following manners:

1. Contact the Community Development Department located 16 W 9th Street, Shawnee, OK 74801 any time throughout the program. However, to be truly meaningful, such input is encouraged at the earliest possible stage of planning before decisions are made through the public hearing process.
2. During formal public hearings (see section on public hearings).
3. Contact a representative of a project area or any community-wide citizen organization.

Once a proposal is received regarding any phase of the programs, the appropriate City department will respond. Written proposals will receive a written response stating the reasons the action was taken, regardless of whether the action is positive or negative. An oral request requires only an oral response, but in some cases a written response may be offered. Most oral proposals can and will be responded to during the hearings. Every effort will be made to respond to views and proposals prior to the final hearing where practicable or within fifteen (15) working days of receipt.

VII. CONSIDERATION OF OBJECTIONS TO APPLICATIONS

Citizens, particularly those persons affected by the programs, i.e., low- and very-low income persons, and those residents of blighted neighborhoods, public agencies and other interested

parties will be given a period of not less than 30 calendar days, prior to the submission of the consolidated plan to comment. The City of Shawnee will consider the views of all citizens, public agencies, and other interested parties in preparing the final Consolidated Plan and attach a summary of such comments to the final submission. The summary of citizen comments will include a written explanation of comments not accepted and the reasons these comments were not accepted.

Any person wishing to object to the approval of the Consolidated Plan is encouraged to do so in writing to the appropriate HUD Area Office. HUD will consider objections made on the following terms:

1. The stated needs and objectives are inconsistent with available facts and data.
2. Activities scheduled to be undertaken are inappropriate in meeting the needs and objectives the City has identified.
3. The Consolidated Plan does not comply with the overall requirements of citizen participation.
4. The City proposes ineligible program activities.

HUD will consider objections anytime during the duration of the program. However, objections should, if possible, be submitted within 30 days of the Notice of Publication that the application has been submitted to HUD. Objections may be sent to:

U.S. Department of Housing and Urban Development
Community Planning and Development
301 NW 6th Street, Suite 200
Oklahoma City, OK 73102-2807

VIII. COMPLAINTS

Complaints regarding program activities affected by the Consolidated Plan may be directed to the City of Shawnee, CDBG Administrator, located at 16 W. 9th Street, Shawnee, OK 74801, (405) 273-1276.

Basic information will be recorded including: the date, name, address, and telephone number of the complainant, convenient hour to be contacted, and nature of the complaint. Records will also be maintained regarding: whom the complaint was referred, a due date for response and the ultimate disposition.

Every reasonable effort will be made to provide a written response to all written complaints received concerning the program within fifteen (15) working days. When it appears that it will take longer than fifteen (15) working days to produce a suitable response, an interim oral response will be made to assure the complainant that their complaint has been received and a response is forthcoming.

The complaint log will be reviewed annually to determine the number and types of complaints. This analysis will provide an opportunity for overall program improvements and corrective actions.

Any person who feels they have received an unsatisfactory response or otherwise remains dissatisfied, may direct the complaint to:

U.S. Department of Housing and Urban Development
Community Planning and Development
301 NW 6th Street, Suite 200
Oklahoma City, OK 73102-2807

IX. TECHNICAL ASSISTANCE

To further citizen participation, particularly from those persons affected by the programs, i.e., low and very-low income persons, and those residents of blighted neighborhoods, the City of Shawnee will provide technical assistance to groups and individuals requesting assistance in the development of proposals (applications) and views. Technical assistance shall be provided to:

- (a) Citizen organizations, so they may adequately participate in planning, implementing and assessing program performance.
- (b) Groups and individuals of low- and moderate-income as well as groups and individual residents of blighted neighborhoods.
- (c) Citizens that are organizing and operating activities directed toward the accomplishment of one of the Community Development goals and objectives.

Such assistance will include at least one annual applicant workshop where staff will provide information and assistance on funding applications. Additional technical assistance will be available by individual appointments with CDBG staff.

X. PUBLISHING THE PLAN

To assure that all affected citizens have sufficient opportunity to review and provide comment, the City of Shawnee will publish, prior to its submission, a summary of the proposed Consolidated Plan and performance reports in a non-legal section of the Shawnee News Star newspaper. The summary will list the activities that were awarded funding as well as the amount of funding awarded. The summary will also include a list of the locations where a copy of the entire plan may be examined. A copy of the proposed plan will be available for review at:

- Community Development Block Grant Department, 16 W. 9th Street, Shawnee
- The City of Shawnee Website – www.shawneeok.org
- The City of Shawnee Clerk's Office at City Hall, 16 W. 9th Street, Shawnee

XI. PROGRAM AMENDMENTS

Prior to the submission to HUD of a ¹substantial change in the use of funds proposed in the program activities, the City of Shawnee will provide reasonable notice of, and opportunity to comment on, the proposed change. If HUD approval is needed prior to adopting the amendment, the City of Shawnee shall hold a public hearing concerning the adjustment. The public hearing will follow the guidelines established herein.

XII. CONTINGENCY AND LOCAL OPTION ACTIVITIES

Should any of the activities in the Consolidated Plan received disapproval from HUD, funds may be set aside by the City of Shawnee for any unforeseen contingencies. Activities that will replace those that have been disapproved are required to be selected through the same citizen participation process as stated herein.

¹ Substantial Change - (a) Change in Purpose- if an activity changes with respect to the objectives as originally described in the Consolidated Plan; (b) Change in Scope – if the scale and/or nature of the activity changes to the extent that there is a significant increase or decrease in program funds expended, or if changes/revisions within the original budget allocation exceed the greater of \$20,000 or 25% of the original budget for all projects approved within the Annual Action Plan; (c) Change in Location – if the originally approved project is neighborhood specific and the project location is changed to an area outside of its census tract; and (d) Change in Beneficiaries – if the percentage of low-income persons receiving service/assistance decreases 25% or more.



Community Development Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing for a request to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).
Case No. RZ03-24 | Applicant: Gerona Fowler

Background: The subject property is located at 1339 E Highland at the southwest corner of the intersection of Highland and Pesotum. It is currently zoned C-1 (Local Commercial District). The request by the applicant is to rezone the property to R-2 (Medium Density Residential District).

Discussion:

The subject property is zoned C-1 (Local Commercial District). The properties surrounding the subject property to the east, west, and north are a combination of C-1 (Local Commercial District) and C-2 (Regional Commercial District) zoning districts. To the south, the adjacent parcels are zoned R-2 (Medium Density Residential District). The applicant is currently looking to sell the property, which contains a single family detached dwelling unit. However, the existing dwelling unit is considered a non-conforming use. Because of this, the applicant is seeking the zoning change to make the dwelling unit a legally compliant structure as part of the sale of the property.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Medium Density Residential land use designation. This land use designation features a density of up to 12 dwelling units per acre. R-2 is an appropriate zoning district for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. "...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is adjacent to R-2 zoning.
- If approved, the rezoning of the property would make the existing dwelling unit a conforming structure and use.
- Removing the non-conforming status of the dwelling unit will allow for easier title transfer.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ03-24 to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District) as requested by the applicant.
- Recommending Denial of the application for RZ03-24 to rezone the subject property.
- Recommending Deferral of Case No. RZ03-24 with a request for additional and specific information to a certain date.

The Planning Commission reviewed this item at their October 2, 2024, regular meeting and recommended approval of the rezoning on a 7-0 vote.

Financial Impact: Not applicable

Attachments: RZ03-24 PC to CC Record of Action, STAFF RZ03-24 1339 E Highland, RZ03-24 Scanned Application, RZ03-24 Notice to PUBLISH 1339 N Highland, RZ03-24 OWNERS Letter 1303 W. Farrall

Staff Recommendation: Approval of the item

RECORD OF ACTION

DATE: October 4, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ03-24

REQUEST: Request to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).

Applicant: Gerona Fowler

Subject Property Address: 1339 E Highland

Legal Description: Lots One, Two, Three, and Four, Block One, Timm's Addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. Less and except that ported deeded to the State of Oklahoma for Highway purposes recorded in Book 694 Page 309

Current Zoning: C-1 Local Commercial **Requested Zoning:** R-2 Medium Density Residential

Staff Recommendation: Approval

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Planning Commission Meeting Date: October 2, 2024

PC Recommendation: Approval

Conditions: None

Vote: 7 -- 0 -- 0

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER			X			
JOHNSON			X			
REESE	X		X			
HAYES		X	X			
BARRETT(CHAIR)			X			
HEMBREE			X			



Planning Commission Meeting – 9.4.2024 – City of Shawnee, Oklahoma

Staff Report | RZ03-24 | C-3 to R-2 | 1303 W. Farrall Street

Date: September 25, 2024

To: Shawnee Planning Commission

From: Rian Harkins, Community Development Director

Subject: Public hearing and consideration of a request to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).
Case No. RZ03-24 | Applicant: Gerona Fowler

Background

The subject property is located at 1339 E Highland and is currently zoned C-1 Local Commercial. The request by the applicant is to rezone the property to the R-2 Medium Density Residential District. The subject property is at the corner of Highland and Pesotum at the southwest corner of the intersection.

Discussion

The subject property is zoned C-1 (Local Commercial District). The properties surrounding the subject property to the east, west, and north are a combination of C-1 Local Commercial and C-2 Regional Commercial Zoning Districts. To the south, the adjacent parcels are zoned R-2 (Medium Density Residential District). The applicant is currently looking to sell the property, which contains a single family detached dwelling unit. However, the existing dwelling unit is considered a non-conforming use. Because of this, the applicant is seeking the zoning change to make the dwelling unit a legally compliant structure as part of the sale of the property.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Medium Density Residential land use designation. This land use designation features a density of up to 12 dwelling units per acre. R-2 is an appropriate zoning district for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public

hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is adjacent to R-2 zoning.
- If approved, the rezoning of the property would make the existing dwelling unit a conforming structure.
- Removing the non-conforming status of the dwelling unit will allow for easier title transfer.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ03-24 to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District) as requested by the applicant.
- Recommending Denial of the application for RZ03-24 to rezone the subject property.
- Recommending Deferral Case No. RZ03-24 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ03-24** to rezone the subject property from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).

This rezoning application will be heard at the City Commission meeting on Monday, October 21, 2024, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee
Community Development
Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only

Case Number: R2 03-24

Project Number: 20241292

Date Filed: 8-27-24

Planning Commission Secretary

REQUEST:

☒ Rezoning
☐ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from Commercial (C-1) District to residential District (R-2) as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): ~~4436~~ ~~1339~~ 1339 E. Highland

LEGAL DESCRIPTION: Jerome Bk 1 lot 1 thru 4 less .06 A to state 4.00 lots

PROPERTY OWNER (S): Gerona Fowler

PROPERTY AGENT (APPLICANT): Gerona Fowler

APPLICANT'S ADDRESS: 4436 Lilly Valley

CITY: Shawnee STATE: OK ZIP: 74804

EMAIL ADDRESS: gerona.f.fowler@gmail.com gerona.fowler@gmail.com

TELEPHONE NUMBER: (405) 275-4699 CONTACT NUMBER: (405) 388-5459

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: Commercial CURRENT USE: for Sale

PROPOSED ZONING: residential PROPOSED USE: Home

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

**COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE
RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.**

Gerona Fowler
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

OK 10413
REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 5549

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

REVOCABLE TRANSFER ON DEATH DEED

Gerona Fowler, a married person dealing in her separate property which is non-homestead property, being of competent mind and having the legal capacity to execute this document, as sole owner, hereby transfers on death to the following:

- An undivided one-third (1/3rd) interest - Rodney Fowler
724 W. Broadway
Enid, OK 73701
- An undivided one-third (1/3rd) interest - Pamela Hatchard
P.O. Box #2
Round Top, TX 78954
- An undivided one-third (1/3rd) interest - Kimberly Winsett
16533 S.E. 89th St.
Choctaw, OK 73020



as tenants in common, and not as joint tenants, as grantee beneficiaries, all of owner's interest in and to the following described interest in real estate:

Surface Only of Lots One (1), Two (2), Three (3), and Four (4),
Block One (1), Timm's Addition to the City of Shawnee,
Pottawatomie County, Oklahoma, according to the recorded plat
thereof (1339 E. Highland, Shawnee, OK)

THIS TRANSFER-ON-DEATH DEED IS REVOCABLE. IT DOES NOT TRANSFER ANY OWNERSHIP UNTIL THE DEATH OF THE OWNER. IT REVOKES ALL PRIOR BENEFICIARY DESIGNATIONS BY THIS OWNER FOR THIS INTEREST IN REAL ESTATE. THE GRANTOR HAS THE RIGHT TO WITHDRAW OR RESCIND THIS DEED AT ANY TIME. ANY BENEFICIARY NAMED IN THIS DEED IS HEREBY ADVISED THAT THIS DEED MAY BE WITHDRAWN OR RESCINDED WHETHER OR NOT MONEY OR ANY OTHER CONSIDERATION WAS PAID OR GIVEN.

THE GRANTEE BENEFICIARIES OF THIS TRANSFER-ON-DEATH DEED TAKE THE INTEREST OF THE OWNER IN THE REAL ESTATE AT DEATH, SUBJECT TO ALL CONVEYANCES, ASSIGNMENTS, CONTRACTS, MORTGAGES, LIENS AND SECURITY PLEDGES MADE BY THE RECORD OWNER OR TO WHICH THE RECORD OWNER WAS SUBJECT DURING THE LIFETIME OF THE RECORD OWNER.

This Revocable Transfer on Death Deed is executed pursuant to the Oklahoma Nontestamentary Transfer of Property Act, Title 58, O.S. Section 1251 et. seq, and is exempt from the documentary stamp tax.

RETURN TO:

HENSON & MARSHALL, PLLC

101 W. 9TH, P.O. BOX 3488, SHAWNEE, OKLAHOMA 74802-3488

VIEW ADDITIONAL LAND RECORDS AT
OKCOUNTYRECORDS.COM

Tax Roll Inquiry

Pottawatomie County Treasurer



Buddy Anderson, Treasurer
PO Box 3069, Shawnee, OK 74802-3069
Phone: 405-273-0213
Fax: 405-275-8644
E-Mail: noreply@pottcotrea.org



20230025236

Owner Name and Address

FOWLER GERONA
4436 LILLY VALLEY
SHAWNEE OK 74804-0000

Taxroll Information

Tax Year : 2023
Property ID : 2910-00-001-001-0-000-00
Location : 1339 E HIGHLAND SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 104.47
Type of Tax : Real Estate
Tax ID : 25236

Legal Description and Other Information:

TIMMS BLK 1 LOTS 1 THRU 4 LESS .06A TO STATE 4.00 Lots

Assessed Valuations	Amount	Tax Values	Amount
Land	680	Base Tax	651.00
Improvements	5555	Penalty	0.00
Net Assessed	6235	Fees	0.00
		Payments	651.00
		Total Paid	651.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/29/2023	24523	Check	Taxes	651.00	GERONA FOWLER->SAME->405-275-4699->Check# 279

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) §:

Lots One (1), Two (2), Three (3) and Four (4), Block One (1), TIMMS' ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. LESS and EXCEPT that portion deeded to the State of Oklahoma for Highway purposes recorded in Book 694 Page 309.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

First American Title Insurance Company

By: Julio Indan

Page 417 of 548

OWNERSHIP LIST

ORDER NO 2890670-OK99

DATE PREPARED: August 26, 2024

EFFECTIVE DATE: August 17, 2024 at 7:30 am

OWNER	LOT	BLK	ADDITION
FOWLER GERONA 4436 LILLY VALLEY SHAWNEE, OK 74804-0000	LOTS 1 THRU 4 LESS .06A TO STATE	1	TIMMS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	.06A STRIP OF LAND LYING IN LOTS 1 THRU 4	1	TIMMS
O'BRIEN OWEN JR & JENNIFER 1335 E HIGHLAND ST SHAWNEE, OK 74801-	LOTS 5 THRU 9 LESS N23' OF LOTS	1	TIMMS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	N23' OF LOTS 5 THRU 9	1	TIMMS
O'BRIEN OWEN JR & JENNIFER 1335 E HIGHLAND ST SHAWNEE, OK 74801-	LOTS 10 THRU 12 LESS N23'	1	TIMMS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	N23' OF LOTS 10 THRU 12	1	TIMMS
O'BRIEN OWEN JR & JENNIFER 1335 E HIGHLAND ST SHAWNEE, OK 74801-	S71' LOTS 10 &; 11	16	WHITTAKER AP BLKS 1-2-8-13-16
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	N23' LOTS 10 &; 11	16	WHITTAKER AP BLKS 1-2-8-13-16
SPEARS KELLEY & LISA STEIRMAN JERRY 2308 E 11TH SHAWNEE, OK 74801-0000	S71' LOTS 6 THRU 9	16	WHITTAKER AP BLKS 1-2-8-13-16
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	N23' LOTS 6 THRU 9	16	WHITTAKER AP BLKS 1-2-8-13-16
SCHAMLE AGENCY INC 5921 E CENTRAL WICHITA, KS 67208-	LOTS 14 &; 15	16	WHITTAKER AP BLKS 1-2-8-13-16
REUBEN PELTIER PROPERTIES LLC 2412 WINGED FOOT WAY SHAWNEE, OK 74804-0000	LOTS 12 &; 13	16	WHITTAKER AP BLKS 1-2-8-13-16
HOME SWEET HOME RENTALS L L C P O BOX 3861 SHAWNEE, OK 74801-0000	LOTS 13 &; 14	1	TIMMS
SCOTT BOBBY G & BETTY L TRUST 17606 COKER RD SHAWNEE, OK 74801-0000	LOTS 15 THRU 17 &; W5' OF LOT 18	1	TIMMS
POTTAWATOMIE COUNTY 309 N BROADWAY SHAWNEE, OK 74801-	E20' LOT 18 &; ALL LOT 19	1	TIMMS

LS5 RESIDENTIAL LLC 1010 E MACARTHUR SHAWNEE, OK 74804-0000	LOTS 20 THRU 22	1	TIMMS
REDLANDS RENTAL LLC F/B/O 430 NORTH PESOTUM SERIES 48594 WOLVERINE RD PRAGUE, OK 74864-	LOTS 1 &; 2	2	TIMMS
WORLEY RYAN SHANE 1341 E WHITTAKER SHAWNEE, OK 74801-0000	LOTS 3 &; 4	2	TIMMS
WILSON ANDREW P P O BOX 600 SHAWNEE, OK 74802-0591	LOTS 5 &; 6	2	TIMMS
ROBERTSON EMMA & DEANGELO COBERLEY 1331 E WHITTAKER ST SHAWNEE, OK 74801-7452	LOTS 7 &; 8	2	TIMMS
BROOKS CASSIDY 4610 MACKENZIE DR MOORE, OK 73160-	LOTS 9 &; 10	2	TIMMS
WASHBURN CHARLES KEITH & VICKI DENISE TRUSTEES OF WASHBURN FAMILY TR 18214 GADDY RD SHAWNEE, OK 74801-	LOTS 11 &; 12	2	TIMMS
PRESLEY DEBBIE S 1311 E WHITTAKER SHAWNEE, OK 74801-0000	LOTS 10 &; 11	17	WHITTAKER
BREWER AMBER 1309 E WHITTAKER ST SHAWNEE, OK 74801-	LOTS 7 &; 8 &; 9	17	WHITTAKER
DAVIS PATTY GENE 1332 E 11TH SHAWNEE, OK 74801-0000	BEG 140'W SE/C LOT 23 N113' W73' S113' E73' POB	17	WHITTAKER
MAXON MICHAEL & CAROLE 45601 RIVER RD SHAWNEE, OK 74801-0000	E140' OF LOT 23 AKA BEG SE/C LOT 23 N113' W140' S113' E140' POB	17	WHITTAKER
YOUNG RANDY 410 N FLORENCE AVE SHAWNEE, OK 74801-0000	LOTS 13 &; 14 &; N1/2 LOT 15	6	OAK PARK
BARTONVILLE PROPERTY MANAGEMENT LLC 5 CREEK DR SHAWNEE, OK 74801-	LOTS 8 THRU 12	6	OAK PARK
LINCOLN CAPITAL LLC SERIES 420 NORTH FLORENCE 401 DANA LANE MCLOUD, OK 74851-	LOTS 5 &; 6 &; 7	6	OAK PARK
MAIN PROPERTIES LLC P O BOX 50285 MIDWEST CITY, OK 73140-	LOTS 3 &; 4	6	OAK PARK
RAMIREZ OSCAR & AMY B 511 N BEARD AVE SHAWNEE, OK 74801-	LOTS 1 &; 2	6	OAK PARK
TERECO LLC 1421 E 45TH ST SHAWNEE, OK 74804-0000	LOTS 18 THRU 20 LESS S15'	6	OAK PARK

JONES JOANNE M & TIMOTHY HICKEY JR 411 N PESOTUM SHAWNEE, OK 74801-0000	S15' LOT 20 &; ALL LOTS 21 &; N 20' LOT 22	6	OAK PARK
TORRES CHRISTOPHER M P O BOX 3504 SHAWNEE, OK 74802-	S10' LOT 25 &; ALL OF LOT 26 &; N15' LOT 27	6	OAK PARK
WASSON RONALD & KAREN 409 N PESOTUM AVE SHAWNEE, OK 74801-	LOTS 23 &; 25 &; ALL LOT 24 ; S5' LOT 22	6	OAK PARK
ROLETTE ELLIS G & CAROL 405 N PESOTUM SHAWNEE, OK 74801-0000	S10' LOT 27 &; ALL LOTS 28 &; 29	6	OAK PARK
CANNON RENTALS LLC 22 W MAIN STE A SHAWNEE, OK 74801-	LOTS 30 &; 31	6	OAK PARK
JONES JOANIE 401 N PESOTUM SHAWNEE, OK 74801-	LOTS 32 THRU 34	6	OAK PARK
RAMIREZ OSCAR & AMY B 511 N BEARD AVE SHAWNEE, OK 74801-	LOT 13 LYING S OF EXTENDED EDWARD STREET LESS &; EXCEPT S10' AND LESS BEG 11.70' S NE/C LOT 13 TH S140'W150'N140'E150'POB		REMINGTON & BEARD
LEGACY PARENTING CENTER, INC 126 S. CENTER ST. SHAWNEE, OK 74801	PART OF LOT 13		REMINGTON & BEARD
BROUDRICK SONIA L 44 PINEY RIDGE LN SHAWNEE, OK 74801-0000	LOT 1 &; LOT 2 LESS 20' X 20' LESS S10'	1	HIGHLAND HEIGHTS
CHLOUBER STEVEN & KELLEY 8 DEL RANCHO CT SHAWNEE, OK 74804-0000	LOTS 3 THRU 7 LESS S10' 1	1	HIGHLAND HEIGHTS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' OF LOTS 3 THRU 7	1	HIGHLAND HEIGHTS
AVILA JAIME & MARIA T GUTIERREZ 1942 N ONTANIO ST BURBANK, OK 91505-	LOTS 8 &; 9 LESS S10' LESS BEG NE/C OF LT 8 S140' W4' NELY 140' TO POB LESS S10'	1	HIGHLAND HEIGHTS
CRABB MONTY 1328 E HIGHLAND SHAWNEE, OK 74801-0000	LOTS 10 &; 11 LESS S10'	1	HIGHLAND HEIGHTS
SIGLER WILLIAM 4138 N 49TH AVE PHOENIX, AZ 85031-0000	LOTS 12 &; 13 LESS S10'	1	HIGHLAND HEIGHTS
HOUSING AUTH OF SAC & FOX NATI P O BOX 1252 SHAWNEE, OK 74802-1252	LOTS 14 &; 15 LESS S10'	1	HIGHLAND HEIGHTS
MESSER MICHAEL C 1312 E HIGHLAND SHAWNEE, OK 74801-0000	LOTS 16 &; 17 LESS S10'	1	HIGHLAND HEIGHTS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' LOTS 14 THRU 19	1	HIGHLAND HEIGHTS

STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' OF LOTS 10 &; 11	1	HIGHLAND HEIGHTS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' LOTS 12 &; 13	1	HIGHLAND HEIGHTS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' OF LOTS 8 &; 9	1	HIGHLAND HEIGHTS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' OF LOTS 3 THRU 7 L	1	HIGHLAND HEIGHTS
STATE OF OKLA 200 NE 21ST OKLA CITY, OK 73105-0000	S10' OF LOTS 1 &; 2	1	HIGHLAND HEIGHTS
SMOTHERS CHRISTINA LEE 1345 E ADA ST SHAWNEE, OK 74801	LOTS 46 &; 47	1	HIGHLAND HEIGHTS
HERRARA LUIS & FEATHER LOMAINTEWA 1341 E ADA SHAWNEE, OK 74801-	LOTS 44 &; 45	1	HIGHLAND HEIGHTS
TSOTADDLE MICHEAL A & LEA M 1337 E ADA SHAWNEE, OK 74801-0000	LOTS 42 &; 43	1	HIGHLAND HEIGHTS
ROBERTSON KALEB K 1335 E ADA SHAWNEE, OK 74801-0000	LOTS 40 &; 41	1	HIGHLAND HEIGHTS
GELINO JOYCE ANN & RUSSELL R 1323 E ADA SHAWNEE, OK 74801-0000	LOTS 36 THRU 39	1	HIGHLAND HEIGHTS
MASQUAS GRACE 1315 E ADA SHAWNEE, OK 74801-0000	LOTS 32 THRU 35	1	HIGHLAND HEIGHTS

NOTICE OF PUBLIC HEARING
Rezoning Request (RZ03-24)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on October 2, 2024, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on October 21, 2024, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ03-24**) to rezone from C-1 (Neighborhood Commercial District) to R-2 (Medium Density Residential District) at property addressed as 1339 E Highland and described as:

Lots One, Two, Three, and Four, Block One, Timm's Addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. Less and except that ported deeded to the State of Oklahoma for Highway purposes recorded in Book 694 Page 309

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



RZ03—24 1339 E Highland, C-1 to R-2



PUBLIC HEARING

For more information

Community Development Department
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801
[405-878-1672](tel:405-878-1672)

Planning Commission

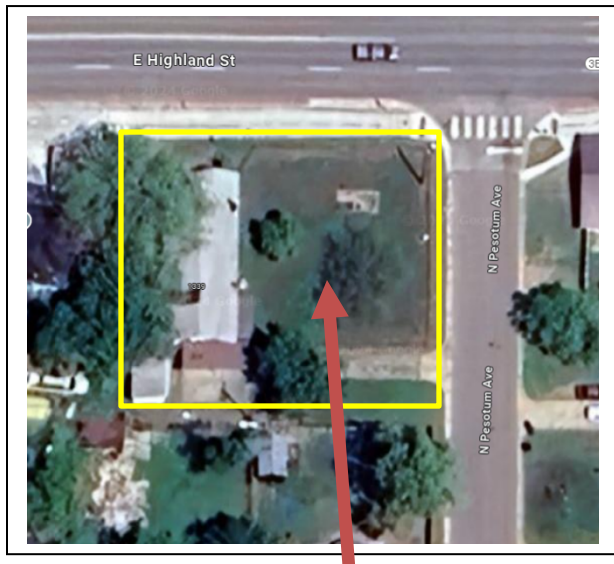
October 2, 2024

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

City Commission

October 21, 2024

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM



RZ03—24 1339 E Highland, C-1 to R-2

Project Information

Request: Request to rezone from C-1 (Neighborhood Commercial District) to R-2 (Medium Density Residential District)

Applicant: Gerona Fowler

Location: 1339 E Highland

Case #: RZ03-24



Frequently Asked Questions

What is a Rezoning?

A Rezoning is a request to change the zoning of a property to a different zoning district. The zoning of a property determines many of the allowed uses available for development.

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit (CUP) is a request for a particular use that has been classified in the Zoning Code as requiring a CUP. These uses require a thorough review because some uses could more intensely affect the area in which it is located.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development Dept. at 405-878-1672 or email the Community Development Director at rian.harkins@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different. Contact the Community Development Department for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply information about the protest petition requirements.

Legal Description: RZ03-24

Lots One, Two, Three, and Four, Block One, Timm's Addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. Less and except that ported deeded to the State of Oklahoma for Highway purposes recorded in Book 694 Page 309

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS ONE, TWO, THREE, AND FOUR, BLOCK ONE, TIMM’S ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LESS AND EXCEPT THAT PORTED DEEDED TO THE STATE OF OKLAHOMA FOR HIGHWAY PURPOSES IN BOOK 964, PAGE 309.

FROM ZONING CLASSIFICATION C-1 (LOCAL COMMERCIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 4th day of September 2024, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Local Commercial District) to R-2 (Medium Density Residential District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-2 (Medium Density Residential District).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: Lots One, Two, Three, and Four, Block One, Timm’s Addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof. Less and except that ported deeded to the State of Oklahoma for Highway purposes recorded in Book 694 Page 309, FROM ZONING CLASSIFICATION C-1 (LOCAL COMMERCIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____ day of _____, 2024.

(SEAL)
ATTEST:

ERIC STEPHENS, MAYOR

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2024.

JOSEPH M. VORNDRAN,
CITY ATTORNEY



Community Development Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing of a request to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ04-24 | Applicant: Rueben Peltier Properties (Nick Atwood, Attorney)

Background: The subject property is located at approximately 2025 E MacArthur, just east of the intersection of Bryan and MacArthur. It contains approximately 4.84 acres. The request is to rezone approximately 1.81 acres of the property to C-2 (Regional Commercial District) from the current R-1 (Low Density Residential District). The remaining part of the property would likely be split from the area under consideration for later development. The applicant is requesting the rezoning in order to construct a Dollar General store location.

As of October 14, 2024, the applicant has requested a deferral of this item to the November 21, 2024, City Commission meeting.

Discussion:

The subject property is zoned R-1 (Low Density Residential District). The properties surrounding the subject property to the east are zoned TA (Transitional Agricultural District). To the north, across MacArthur, the land is zoned C-2 (Regional Commercial District). To the immediate west and then further west at the intersection, the land is zoned R-1 and C-1, respectively. Thus, the request would be an extension of the existing C-2 zoning located to the north of the subject property.

The Comprehensive Plan Future Land Use Map (FLUM) indicates that the subject property has a Large Lot Residential land use designation. Per description, this land use is focused on single family detached development, with civic uses generally allowed, and with special permission granted for higher intensity uses. Transitional Agricultural zoning is generally the appropriate zoning district for this land use designation. However, there is a low intensity commercial land use immediately north of the subject property. This land use classification generally lends itself to the C-1 (Local Commercial District). With this in mind, the request for the C-2 zoning would not be in conformance with the 2040 Comprehensive Plan.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. "...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the

planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Staff have received objections to the rezoning request, with any written objections included as an attachment to the staff report. This includes a valid protest petition signed by over 50 percent of the property owners within 300 feet of the subject property. According to Section 22-223 (K), this means that a three-fifths majority vote of the City Commission is necessary to approve the rezoning request, which equates to five affirmative votes to rezone.

Findings and Facts:

- The subject property is adjacent to C-2 and TA zoning on MacArthur.
- Due to the Large Lot Residential future land use classification, the request is generally not in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- There is a Low Intensity Commercial designation on the FLUM immediately across MacArthur to the north.
- The increased lighting, landscaping, and screening standards would help mitigate any negative impacts upon neighboring properties.
- Notification for a public hearing was served.

Options:

- Approval of Case No. RZ024-24 to rezone from R-1 (Low Intensity Residential District) to C-2 (Regional Commercial District) as requested by the applicant.
- Approval of Case No. RZ024-24 to rezone from R-1 (Low Intensity Residential District) to C-1 (Local Commercial District).
- Denial of the application for RZ04-24 to rezone the subject property.
- Deferral of Case No. RZ04-24 with a request for additional and specific information to a certain date.

The Planning Commission voted to recommend denial of this application on a 6-0-1 vote at their October 2, 2024, regular meeting.

Financial Impact: Not applicable

Attachments: RZ04-24 PC to CC Record of Action, STAFF RZ04-24 2025 E MacArthur, City Zoning near RZ04-24, FLUM, RZ04-24 Application, RZ04-24 Notice to PUBLISH 2025 E MacArthur, RZ02-24 OWNERS Letter 2025 E MacArthur, Protest Letters Part One and Valid Petition, Protest Letters Part 2

Staff Recommendation: Deferral of the item to the November 21, 2024, City Commission meeting

RECORD OF ACTION

DATE: October 4, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ04-24

REQUEST: Request to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District)

Applicant: Gerona Fowler

Subject Property Address: 1339 E Highland

Legal Description: Lots Forty-two (42) & Forty-three (43), Block Eight (8), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 534 W. Wallace; Lot Eight (8), Block One (1), SUNSET PARK 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 625 W. Rosa; Lots Eighteen (18) & Nineteen (19), Block Nine (9), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 635 W. Ford; The East 25 feet of Lot Five (5) & ALL of Lot Six (6), Block Five (5), THOMPSON ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1202 E. Independence; The North Half (N/2) of Lot Six (6), and the West 20 feet of the North 100 feet of Lot Seven (7), and an irregular tract of land on the South side of Lots Four (4) and Five (5), more definitely described as beginning at the Southwest Corner (SW/C) of said Lot Five (5); thence North 8 feet to a point; thence East at right angles with Broadway Street, 160 feet to a point; thence South to the south line of Lot Four (4); thence West along the south boundary line of said Lot 4 to the Southeast Corner (SE/C) of Lot 5; thence West along the South boundary line of Lot 5 to the point of beginning, ALL being in Block Five (5), NORTH PARK ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1207 N. Broadway; Lots Fourteen (14) and Fifteen (15), Block Three (3), THE TIMBERS ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1914-19 I 6 Aspen; and Lots Sixteen (16) & Seventeen (17), Block Three (3), THE TIMBERS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1915-1917 Aspen; The South 30 feet of Lot Thirteen (13) & ALL of Lot Fourteen (14), Block One (1), AP COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 3909 N Aydelotte; Lots Eighteen (18) & Nineteen (19), Block Two (2), THE MEADOWS AP ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 4110-4112 N Market; A tract of land described as beginning 662.75 feet S88°11'20"E of the Northwest Corner of the Northwest Quarter (NW/C NW/4) of Section Nine (9), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S88°11'20"E and along the North line of said Section 9 a distance of 331.27 feet; thence S00°59'53"W a distance of 635.80 feet; thence N88°14'20"W a distance of 331.68 feet; thence N01°02'10"E and parallel with the West line of said Section 9 a distance of 636.07 feet to the point of beginning; said tract of real property located on MacArthur Street, Shawnee, Oklahoma; A tract of land beginning at a point 33 feet East and 160 feet South of the Northwest Corner of Lot Three (3), being the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Eighteen (18), Township Nine (9) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 325 feet; thence North 140 feet; thence East 40 feet; thence South 140 feet; thence East 394 feet; thence South 225 feet; thence West 609 feet; thence North 150 feet; thence West 150 feet; thence North 75 feet to the point of beginning; LESS AND EXCEPT a tract of land described as beginning at the Northwest Corner of said Lot Three (3), thence S00°16'22"W a distance of 235 feet; thence N89°11'00"E a distance of 183 feet to the Point of Beginning; thence N89°11'00"E a distance of 9.95 feet; thence S00°16'22"W a distance of 150 feet; thence N90°00'00"W a distance of 9.92 feet; thence N00°15'43"E a distance of 149.86 feet to the point of beginning, containing 3.5 acres, more or less, located in Tecumseh, Oklahoma.

Current Zoning: R-1 Low Density Residential Requested Zoning: C-2 Regional Commercial

Staff Recommendation: Denial

=====

Planning Commission Meeting Date: October 2, 2024

PC Recommendation: Denial

Conditions: None

Vote: 6 -- 0 -- 1

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER	X		X			
JOHNSON			X			
REESE			X			
HAYES			X			
BARRETT(CHAIR)					X	
HEMBREE		X				



Planning Commission Meeting – 10.2.2024 – City of Shawnee, Oklahoma

Staff Report | RZ04-24 | R-1 to C-2 | 2025 MacArthur

Date: September 25, 2024

To: Shawnee Planning Commission

From: Rian Harkins, Community Development Director

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ04-24 | Applicant: Rueben Peltier Properties (Nick Atwood, Attorney)

Background

The subject property is located at approximately 2025 E MacArthur and contains approximately 4.84 acres. The request is to rezone approximately 1.81 acres of the property to C-2 (Regional Commercial District) from the current R-1 (Low Density Residential District). The subject property is just to the east of the intersection of Bryant and MacArthur. The remaining part of the property would likely be split from the area under consideration for later development. The applicant is requesting the rezoning in order to construct a Dollar General store location.

Discussion

The subject property is zoned R-1 (Low Density Residential District). The properties surrounding the subject property to the east are zoned TA (Transitional Agricultural District). To the north, across MacArthur, the land is zoned C-2 (Regional Commercial District). To the immediate west and then further west at the intersection is land zoned R-1 and C-1 respectively. Thus, the request would be an extension of the existing C-2 zoning located to the north of the subject property.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Large Lot Residential land use designation. The description of this land use is that is a land use focused on single family detached development, with civic uses generally allowed, and with special permission granted for higher intensity uses. Transitional Agricultural zoning is generally the appropriate zoning district for this land use designation. However, there is a low intensity commercial land use immediately north of the subject property. This land use classification generally lends itself to the C-1 Local Commercial District. With this in mind, the request for the C-2 zoning would not be in conformance with the 2040 Comprehensive Plan.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in 'The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Staff have received objections to the rezoning request, with any written objections included as an attachment to the staff report.

Findings and Facts:

- The subject property is adjacent to C-2 and TA zoning on MacArthur.
- Due to the Large Lot Residential future land use classification, the request is generally not in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- There is a Low Intensity Commercial designation on the FLUM immediately across MacArthur to the north.
- The increased lighting, landscaping, and screening standards would help mitigate any negative impacts upon neighboring properties.
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ024-24 to rezone from R-1 (Low Intensity Residential District) to C-2 (Regional Commercial District) as requested by the applicant.
- Recommending Approval of Case No. RZ024-24 to rezone from R-1 (Low Intensity Residential District) to C-1 (Local Commercial District).
- Recommending Denial of the application for RZ04-24 to rezone the subject property.
- Recommending Deferral Case No. RZ04-24 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **DENIAL** of **RZ04-24** to rezone the subject property to C- 2 (Highway Commercial District) to R-1 (Low Density Residential District).

This rezoning application will be heard at the City Commission meeting on Monday, October 21, 2024, at 6:00 pm.

General Maps

Sign In

City

Shawnee Municipal

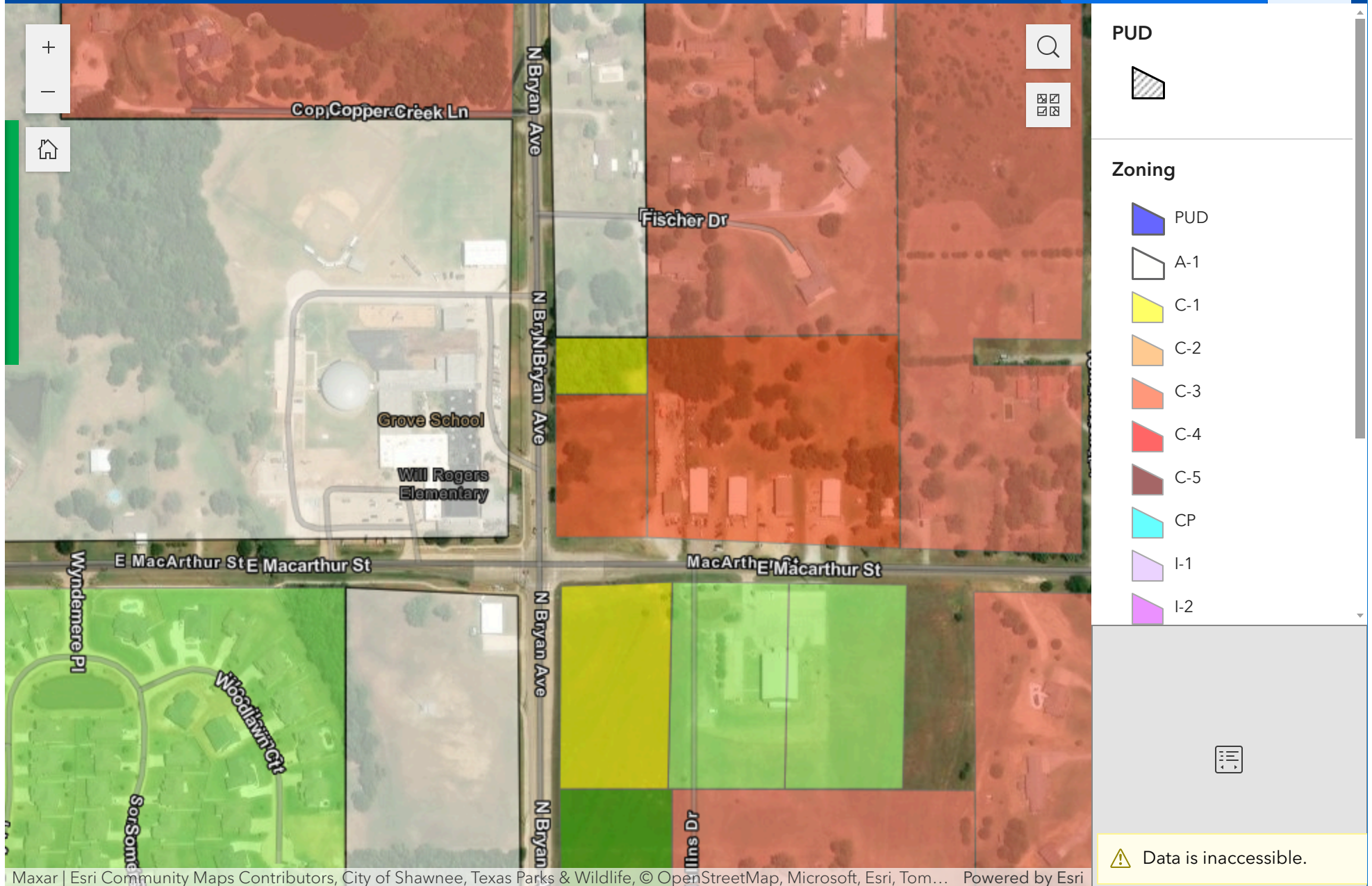
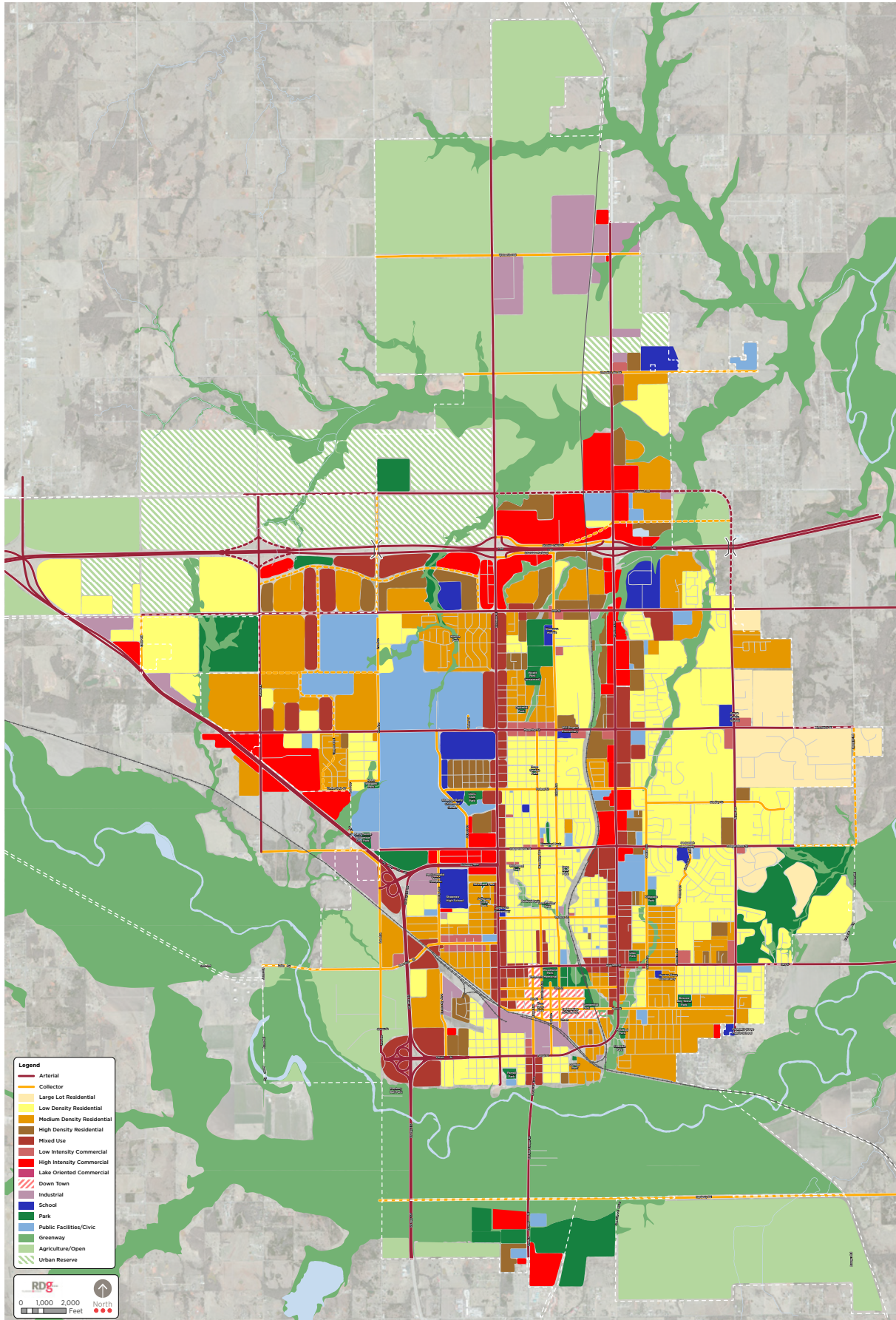


FIGURE 3.4: Future Land Use Plan



PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only	
Case Number:	<u>R204-24</u>
Project Number:	<u>20241308</u>
Date Filed:	<u>9.3.2024</u>
_____ Planning Commission Secretary	

REQUEST:

☒ Rezoning
☐ Conditional Use Permit
☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from Residential District to Commercial District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): _____

LEGAL DESCRIPTION: Attached as Exhibit "A"

PROPERTY OWNER (S): Rueben Peltier Properties, LLC.

PROPERTY AGENT (APPLICANT): Nicholas Atwood, Attorney

APPLICANT'S ADDRESS: 116 North Bell Avenue P.O. Box 3011

CITY: Shawnee STATE: Oklahoma ZIP: 74802

EMAIL ADDRESS: natwood@rrmalaw.com

TELEPHONE NUMBER: (405) 878-2080 CONTACT NUMBER: () _____

DIMENSIONS OF PROPERTY: AREA: 4.84 Acres WIDTH: 225.00'
LENGTH: 350.00' FRONTAGE: 225.00'

CURRENT ZONING: R-1 **CURRENT USE:** Empty

PROPOSED ZONING: C-2 **PROPOSED USE:** Retail Sales

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 5565

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

Planning Department Application Submittal Guidelines - City of Shawnee, OK

Planning Department – 222 N. Broadway Ave. – 405-878-1616

Rezoning (RZ) – Conditional Use Permits (CUP) – Planned Unit Developments (PUD)

Applicants are strongly encouraged to speak with a member of the Planning Department staff **prior** to submitting an application. Please contact the Planning Department to schedule a time to discuss your application with a staff member. Initial meetings can be over the phone, virtual, or in-person. Follow-up phone calls and emails are welcomed.

Application packages shall be submitted to the Planning Department **at least 30 days** prior to the Planning Commission meeting. Attached to these guidelines are a current Planning Commission meetings calendar and the corresponding due dates for application submittal.

The submittal package shall include **Application – Deed or Affidavit – Mailing List – Fees**

Application

The completed and signed application. Include the full legal description of the subject property – attached by separate sheet if necessary. Incomplete or unsigned applications will not be accepted or will be returned.

Deed or Affidavit

A copy of the deed of ownership or a signed affidavit from the property owner explicitly giving permission for the public hearing for a rezoning is allowed on the subject property.

Mailing List

A mailing address list of all property owners located within a 300' radius of the perimeter of the subject property lines. Multi-family uses or treatment facilities rezoning requests require a radius of 1,320 feet and increased notice time. (*see next page*)

The certified list **must be obtained** from a registered, bonded abstract company or a licensed title insurance company. The cost of obtaining the list is the applicant's responsibility.

Fees

The fees due with submittal are application and sign fees. Calls or emails to confirm are welcomed.

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Upon receipt, staff will review the submittal and contact the applicant with any questions.

In compliance with Oklahoma State Statute the notifications of a public hearing must be mailed, published, and posted not less than 20 days prior to the public hearing meeting date

- A notification of a public hearing shall be mailed to all property owners located within a 300' radius of the perimeter of the subject property lines. City staff will generate and mail the notification letters.
- A legal notice of a public hearing shall be published in a newspaper of general circulation in Shawnee. City staff will arrange for the publication.
- A sign announcing a public hearing shall be posted on the subject property by the City.

- The Planning Commission will hold a public hearing to review the rezoning/CUP/PUD request. The Planning Commission is a recommending body, so a recommendation of approval, approval with conditions, or denial will be forwarded with the application to the City Commission for review.
 - While not required, the applicant or a knowledgeable representative should plan to attend and speak at the public hearing. Legal representation is not needed.
- The City Commission will hold a public hearing and review the rezoning/CUP/PUD request along with the Planning Commission's recommendation. If you do not attend the meeting, you may contact the Planning Department after the City Commission meeting for the final decision. The City Commission typically meets the first and third Mondays of each month at 6:00 p.m.

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- When a rezoning request is for multi-family or treatment facilities, and similar facilities
 - 11 O.S. 43-106 – “ In addition to the notice required in this subsection, if the zoning change requested permits the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses and any housing or facility that may be used for medical or nonmedical detoxification as these terms are defined pursuant to Section 3-403 of Title 43A of the Oklahoma Statutes, the entity proposing the zoning change shall mail a written notice within thirty (30) days of the hearing to all real property owners within one-quarter (1/4) of a mile where the area to be affected is located...”
 - ❖ This additional notification time will affect the due date for application submittal. The typical due date is 30-days prior to the scheduled Planning Commission meeting you wish to attend. For the uses listed pursuant to 11 O.S. 43-106, the submittal due date may be 60-days prior to the public hearing meeting. Planning staff will confirm an application due date on a case-by-case basis.

Planning Applications Submittal Checklist

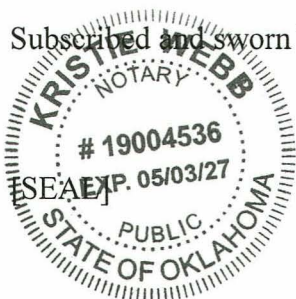
- _____ Meeting with Planning Department staff member
- _____ Application – completed and signed
- _____ Certified list of property owners' addresses obtained from a licensed abstract or title company
- _____ Deed or Affidavit – proof of ownership or signed permission for land use change application
- _____ Fees – The cost of the application and applicable fees are due at the time of submittal.

[illegible]

1. I, Reuben Peltier, am the Member Manager of and authorized to represent and act on behalf of Reuben Peltier Properties, LLC.
2. Reuben Peltier Properties, LLC., is the owner of the property described within attached Exhibit "A."
3. I, Reuben Peltier, being the legal owner of the property described above, hereby give my consent for DJD Reality, LLC., and Attorney Nicholas Atwood of Ritchie Rock & Atwood, to appear before the City of Shawnee to perform a Rezone Application on the aforementioned property.
4. The purpose of this consent is to authorize DJD Reality, LLC., and Attorney Nicholas Atwood to submit and process any necessary applications and documents related to the Rezone with the City of Shawnee.
5. I acknowledge that I have read and understood the implications of this consent and that it is given voluntarily without any duress or undue influence.


Reuben Peltier

Subscribed and sworn before me this 29th day of August 2024.



Kristine Webb
Notary Public



201300001222
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
01-18-2013 At 10:04 am.
QCD 17.00

Instrument PG 1 OF 3
201300001222

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That Reuben Peltier, s/p/a Reuben M. Peltier, a single person, party of the first part, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey unto, Reuben Peltier Properties, L.L.C., an Oklahoma Limited Liability Company, 2412 Winged Foot Way, Shawnee, Oklahoma 74804, the following described real property and premises situated in Pottawatomie County, Oklahoma, to-wit:

Lots Forty-two (42) & Forty-three (43), Block Eight (8), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 534 W. Wallace;

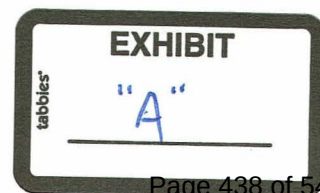
Lot Eight (8), Block One (1), SUNSET PARK 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 625 W. Rosa;

Lots Eighteen (18) & Nineteen (19), Block Nine (9), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 635 W. Ford;

The East 25 feet of Lot Five (5) & ALL of Lot Six (6), Block Five (5), THOMPSON ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1202 E. Independence;

The North Half (N/2) of Lot Six (6), and the West 20 feet of the North 100 feet of Lot Seven (7), and an irregular tract of land on the South side of Lots Four (4) and Five (5), more definitely described as beginning at the Southwest Corner (SW/C) of said Lot Five (5); thence North 8 feet to a point; thence East at right angles with Broadway Street, 160 feet to a point; thence South to the south line of Lot Four (4); thence West along the south boundary line of said Lot 4 to the Southeast Corner (SE/C) of Lot 5; thence West along the South boundary line of Lot 5 to the point of beginning, ALL being in Block Five (5), NORTH PARK ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1207 N. Broadway;

Lots Fourteen (14) and Fifteen (15), Block Three (3), THE TIMBERS ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1914-1916 Aspen;



Lots Sixteen (16) & Seventeen (17), Block Three (3), THE TIMBERS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1915-1917 Aspen;

The South 30 feet of Lot Thirteen (13) & ALL of Lot Fourteen (14), Block One (1), AP COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 3909 N Aydelotte;

Lots Eighteen (18) & Nineteen (19), Block Two (2), THE MEADOWS AP ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 4110-4112 N Market;

A tract of land described as beginning 662.75 feet S88°11'20"E of the Northwest Corner of the Northwest Quarter (NW/4 NW/4) of Section Nine (9), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S88°11'20"E and along the North line of said Section 9 a distance of 331.27 feet; thence S00°59'53"W a distance of 635.80 feet; thence N88°14'20"W a distance of 331.68 feet; thence N01°02'10"E and parallel with the West line of said Section 9 a distance of 636.07 feet to the point of beginning; said tract of real property located on MacArthur Street, Shawnee, Oklahoma;

A tract of land beginning at a point 33 feet East and 160 feet South of the Northwest Corner of Lot Three (3), being the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Eighteen (18), Township Nine (9) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 325 feet; thence North 140 feet; thence East 40 feet; thence South 140 feet; thence East 394 feet; thence South 225 feet; thence West 609 feet; thence North 150 feet; thence West 150 feet; thence North 75 feet to the point of beginning; LESS AND EXCEPT a tract of land described as beginning at the Northwest Corner of said Lot Three (3), thence S00°16'22"W a distance of 235 feet; thence N89°11'00"E a distance of 183 feet to the Point of Beginning; thence N89°11'00"E a distance of 9.95 feet; thence S00°16'22"W a distance of 150 feet; thence N90°00'00"W a distance of 9.92 feet; thence N00°15'43"E a distance of 149.86 feet to the point of beginning, containing 3.5 acres, more or less, located in Tecumseh, Oklahoma.

To have and to hold said described real property and premises unto the said party of the second part, and to its successors and assigns, forever.

Signed and delivered this 16th day of January, 2013.

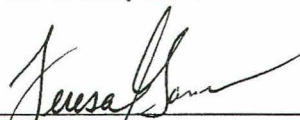


REUBEN PELTIER

EXEMPT FROM DOCUMENTARY STAMP TAX - 68 Okla. Stats. §3202(4).

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, a Notary Public in and for said County and State, on this 16th day of January, 2013, personally appeared Reuben Peltier, s/p/a Reuben M. Peltier, a single person, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.



NOTARY PUBLIC
Commission No. 11002037
My Commission Expires: 3-4-15



First American Title™

First American Title Insurance Company

*133 NW 8th Street
Oklahoma City, OK 73102
Phone: (405)236-2861 / Fax: (866)535-3211*

PR: SOCENT

Ofc: 2499 (607)

Final Invoice

To: Ritchie Rock & Atwood C/O Ivan Bigknife
116 N. Bell
Shawnee, OK 74801

Invoice No.: 607 - 2499183531

Date: 08/26/2024

Our File No.: 2890635-OK99

Title Officer:

Escrow Officer:

Customer ID: 5856583

Liability Amounts

Attention:

Your Ref.:

RE: Property:
PT NW/4 9-10N-4E, Shawnee, OK 74802

Buyers: REUBEN PELTIER PROPERTIES LLC

Sellers:

Description of Charge	Invoice Amount
Ownership Report	\$450.00

INVOICE TOTAL **\$450.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

*To pay electronically go to, <https://firstam.us/paytitleinvoice>, or mail check to PO Box 776119
Chicago, IL 60677-6119*

OWNERSHIP LIST

ORDER NO 2890635-OK99

DATE PREPARED: August 26, 2024

EFFECTIVE DATE: August 17, 2024 at 7:30 am

OWNER	LOT	BLK	ADDITION
REUBEN PELTIER PROPERTIES LLC P O BOX 3071 SHAWNEE, OK 74802-3071			BEG 662.75'E NW/C E331.27' S635.80' W331.68' N636.07' POB. (9-10N-4E)
FIRST CHURCH OF GOD INC 1025 E 9TH ST SHAWNEE, OK 74801-0000			BEG 331.47'E NW/C E331.28' S636.07' W331.28' N636.35' POB. (9-10N-4E)
ERVIN MICHAEL D & JOHNN A C 5 MULLINS DRIVE SHAWNEE, OK 74804-0000			BEG 651.65'S &; 325.61'E OF THE NW/C NW/4 E382.82' S299.85' W301.95' S345.07' W80.86' N645.86' POB &; BEG 636.66'S &; 325.6'E NW/C NW/4 E382.82' S15' W382.82' N15' POB (9-10N-4E)
LS5 RESIDENTIAL LLC 1010 E MACARTHUR SHAWNEE, OK 74804-0000			BEG 636.66'S &; 708.43'E NW/C NW/4 E130.46' S659.59' W432.41' N345.07' E301.95' N314.85' POB (9-10N-4E)
SWANTEK CHARLES P & DEANA 63 GRANADA SHAWNEE, OK 74804-			BEG SW/C OF LOT 63 GRANADA COUNTRY ESTATES SWLY ON A CURVE TO THE RIGHT 21.59' W121.71' N659.56' E143' S658.06' POB (9-10N-4E)
3UP3DWN LLC 1910 KATIE RD SHAWNEE, OK 74804-0000	64	1	GRANADA COUNTRY ESTATES
SWANTEK CHARLES P & DEANA 63 GRANADA SHAWNEE, OK 74804-	63	1	GRANADA COUNTRY ESTATES
MOTRYCH JASON & AMBER 71 SONATA SHAWNEE, OK 74804-0000	LOT 71 &; LOT 70 LESS &; EXCEPT A TR NW 9- 10-4 WITH A PLATTED BASIS OF BEARING N88°00'00"W ALONG TH S LINE LOT 70 GRANADA COUNTRY EST MPDA BEG AT SE/C LOT 70 TH N305.95' TH S12°04'45"W A DIS 310.33' TO PT ON S LINE LOT 70 TH N88°00'00"A DIS 65.18' POB	1	GRANADA COUNTRY ESTATES
NOBLE STEWART N & JACKLYN J 72 SONATA LN SHAWNEE, OK 74084-0000	72	1	GRANADA COUNTRY ESTATES

SHAFFER PATSIE 73 SONATA LN SHAWNEE, OK 74804-	73	1	GRANADA COUNTRY ESTATES
NEEDHAM PAUL W & MARY J 3302 MONTICELLO DR SHAWNEE, OK 74804-0000	2	1	CORONADO TERRACE
ERNST CHERYL N & SHELLEY BELTZ 43106 MACARTHUR SHAWNEE, OK 74801-0000	3	1	CORONADO TERRACE
ERNST CHERYL N & SHELLEY BELTZ 43106 MACARTHUR SHAWNEE, OK 74801-0000			751.23' E SW/C SW N533.46 E83.308' S533.44' W82.872' POB (4-10N-4E)
RUSSELL DONNA S & TIMOTHY W 1718 E MACARTHUR SHAWNEE, OK 74804-0000			A TR IN SW BEG 585.49' E SW/C N533.46' E166.616' S533.46' W165.744' POB (4-10N-4E)
C-3 AUTO ELECTRIC INC 2028 E MACARTHUR SHAWNEE, OK 74804-0000			E/2 TR IN SW DES AS BEG 419.75'E SW/C SW NO1*W 535.5' E166.616' S01*E 533.48' W165.744' POB (4-10N-4E)
AKIN FRED DEAN REVOCABLE TRUST 43004 W MACARTHUR SHAWNEE, OK 74804-			A TR IN SW BEG 419.75'E SW/C N 533.5' E166.616' S533.48' W165.744' POB LESS E/2 (4-10N-4E)
ENRIGHT DENNIS & KATHY 5 TYLER LN SHAWNEE, OK 74801-0000			BEG 338.1'E SW/C SW N533.5' E81.65' S533.5' W81.65' POB (4-10N-4E)

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land described as beginning at a point 662.75 feet S 89°50'57"E of the Northwest Corner of the Northwest Quarter (NW/4) of Section Nine (9), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S89°50'57"E and along the North line of said Section Nine (9) a distance of 225.00 feet; thence S00°43'04"E a distance of 350.00 feet; thence N89°50'57"W a distance of 225.00 feet; thence N00°40'50"W and parallel with the West line of said Section Nine (9) a distance of 350.00 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (2), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

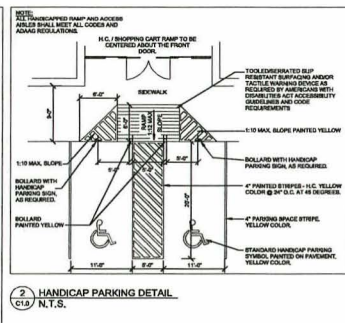
Dated: AUGUST 17, 2024 at 7:30 AM

First American Title Insurance Company

By: 

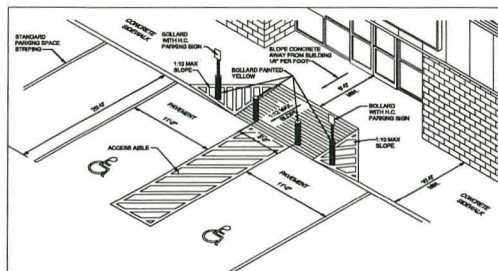
Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 017
File No. 2890635-OK99



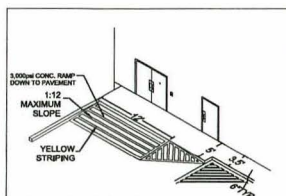


2	HANDICAP PARKING DETAIL
C1.0	N.T.S.

3 HANDICAP PARKING SIGN DETAIL
C1.0 N.T.S.



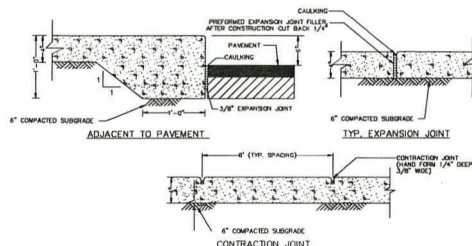
4 HANDICAP PARKING, ACCESS RAMP AND ACCESS AISLE DETAILS
C1.0 N.T.S.



5 LOADING DOOR DETAIL
C1.0 N.T.S.

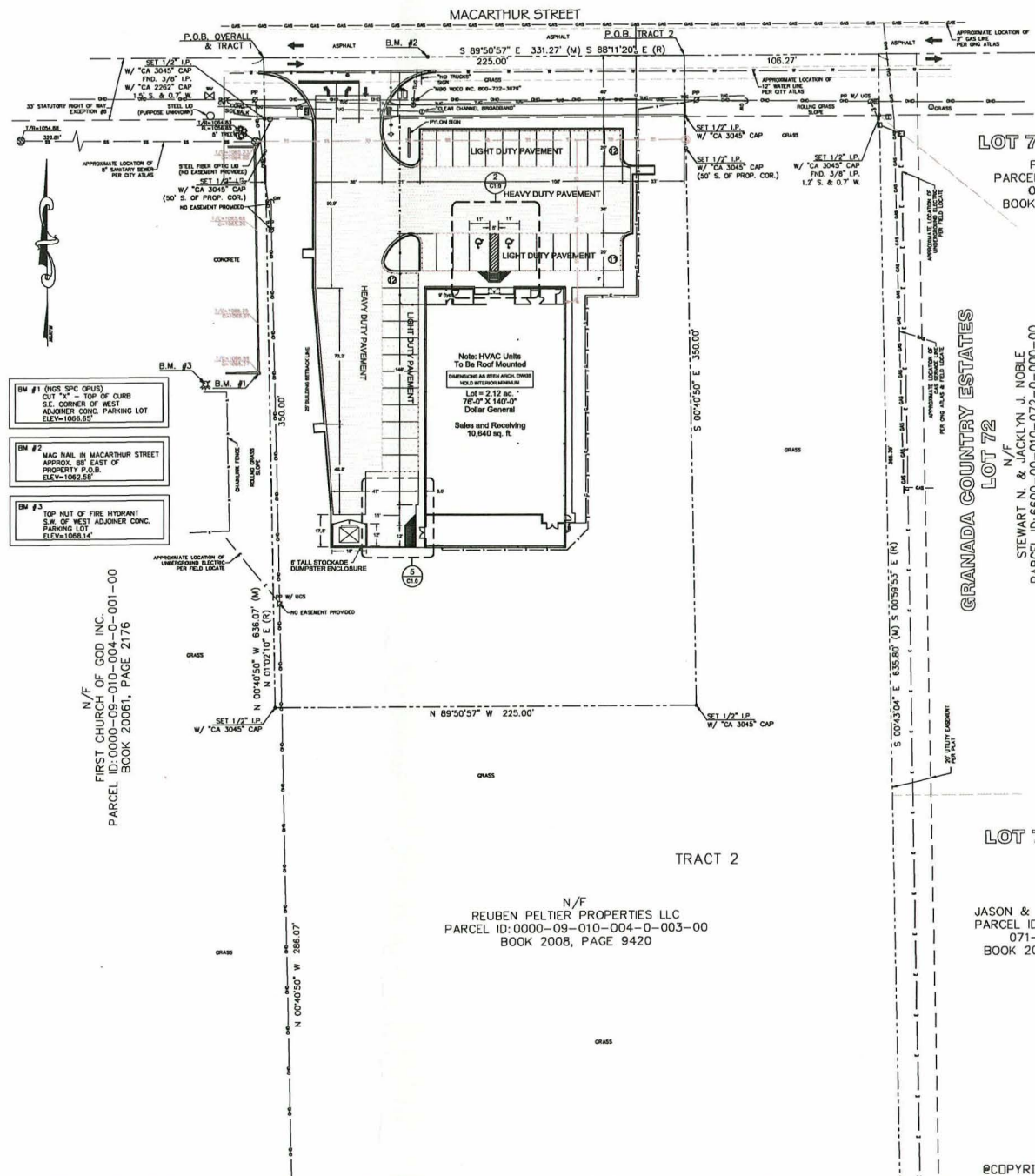
STRIPING LEGEND	
YELLOW CURBING AND BOLLARDS - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST 2 COATS SHERWIN WILLIAMS - KEM 4000 ACRYLIC ALKID ENAMEL SAFETY YELLOW B557500
STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT YELLOW TM5496
HANDICAP STRIPING - PARKING LOT	SURFACES SHOULD BE CLEAN, DRY. TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT "H.C." BLUE

CONTRACTOR IS RESPONSIBLE FOR ALL PUBLIC UTILITY CONNECTIONS (ELECTRIC, WATER, GAS, SEPTIC, SEWER) AS WELL AS PROVIDING ALL INFRASTRUCTURES REQUIRED BY UTILITY COMPANY



NOTE: CONC. TO BE 5,000psi

SIDEWALK SECTIONS
NOT TO SCALE



LOT 7
F
PARCE
O
BOOK

GRANADA COUNTRY ESTATES
LOT 72

LOT 1

JASON &
PARCEL ID
071-
BOOK 20



N/F
FIRST CHURCH OF GOD INC.
PARCEL ID: 0000-09-010-004-0-001-00
BOOK 20061, PAGE 2176

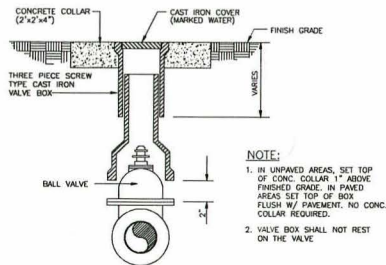
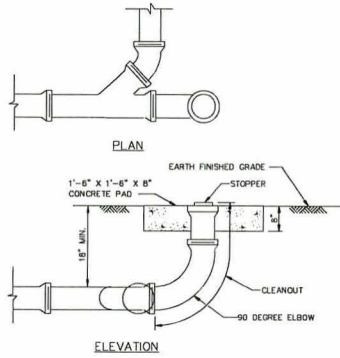
N/F
REUBEN PELTIER PROPERTIES LLC
PARCEL ID: 0000-09-010-004-0-003-00
BOOK 2008, PAGE 9420

LOT 7
F
PARCE
O
BOOK

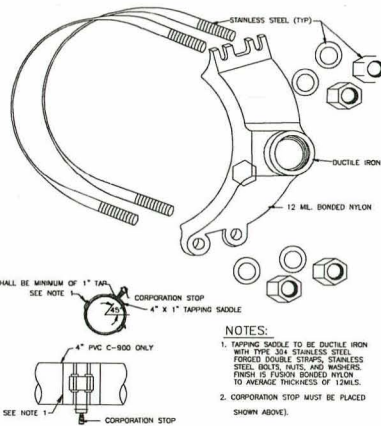
GRANADA COUNTRY ESTATES
LOT 72
N/F
STEWART N. & JACKLYN J. NOBLE
PARCEL ID: 5600-00-010-072-0-000-00

LOT 7

JASON &
PARCEL ID
071-
BOOK 20

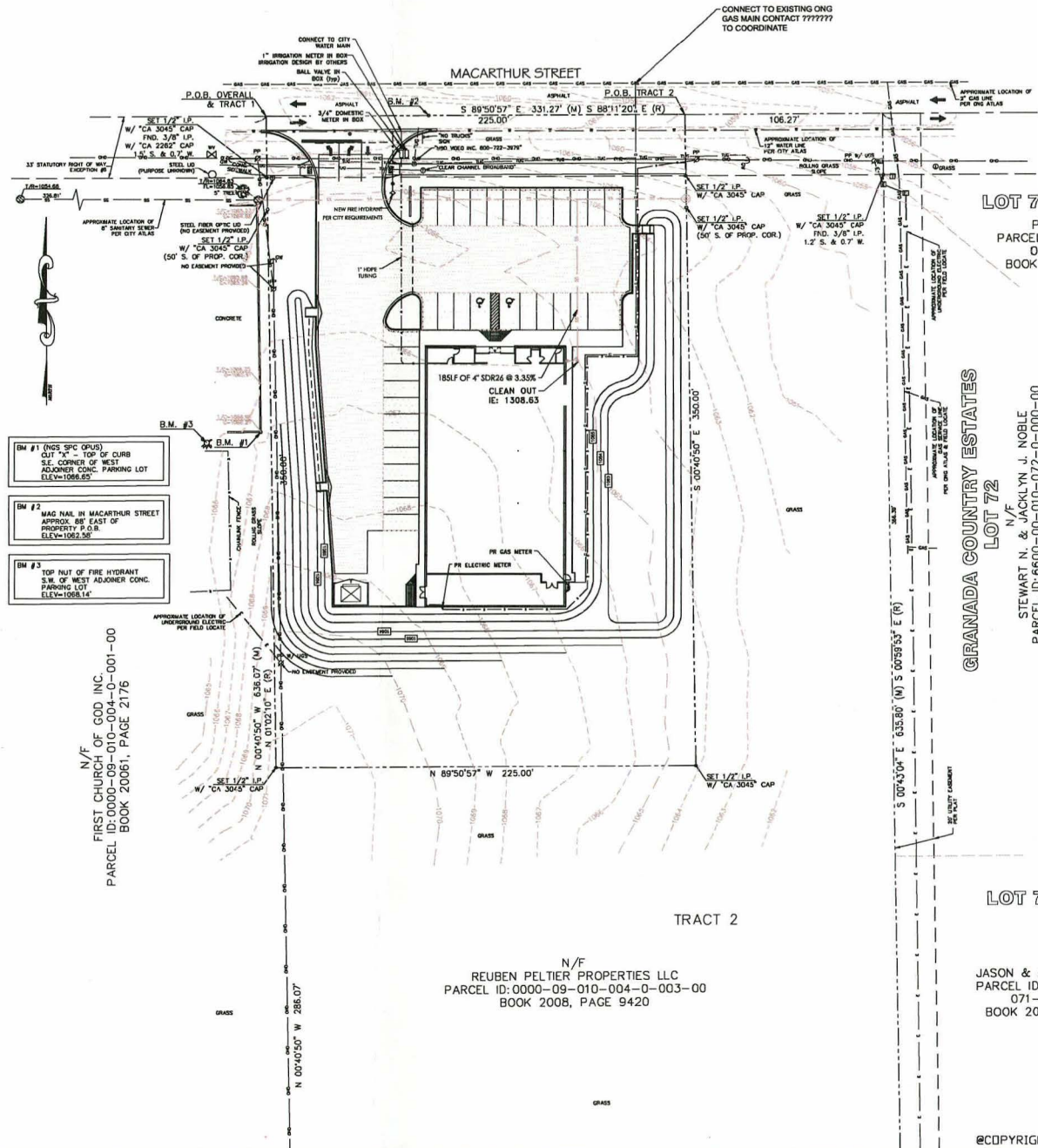


WATER VALVE BOX
NOT TO SCALE



1" WATER TAPPING SADDLE
NOT TO SCALE

AT 45° WITH RESPECT TO WATER MAIN (AS



N/F
FIRST CHURCH OF GOD INC.
PARCEL ID: 0000-09-010-004-0-001-00
BOOK 20061, PAGE 2176

N/F
REUBEN PELTIER PROPERTIES LLC
PARCEL ID: 0000-09-010-004-0-003-00
BOOK 2008, PAGE 9420

LOT 7
PARCEL
BOOK

GRANADA COUNTRY ESTATES
LOT 72
N/F
STEWART N. & JACKLYN J. NOBLE
PARCEL ID: 6600-00-010-072-0-000-00

LOT 7

JASON & A
PARCEL ID:
071-1
BOOK 200

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Ds2-Ds3 NOTES:

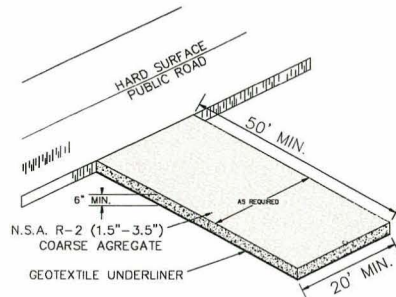
- Ds1**
Ds2
- Ds2 - 1. A TEMPORARY GRASSING OF ANNUAL RYEGRASS SHALL BE APPLIED AT A RATE OF 40 LBS PER ACRE TO DISTURBED AREAS WITHIN 14 DAYS OF DISTURBANCE. THE PROPOSED ANNUAL RYEGRASS SHALL BE APPLIED DURING THE MONTHS OF SEPTEMBER THRU DECEMBER.
2. A 6-12-12 FERTILIZER SHALL BE USED ON THE DISTURBED AREA OF Ds2 AND SHALL BE APPLIED AT A RATE OF 1500 LBS. PER AC.
- Ds3 - 1. A PERMANENT GRASSING OF UNHULLED COMMON BERMUDA SHALL BE APPLIED AT A RATE OF 10 LBS. PER ACRE DURING THE MONTHS OF SEPTEMBER THRU FEBRUARY. IF A HYDRAULIC SEEDER IS TO BE USED, REFER TO THE EROSION AND SEDIMENT CONTROL MANUAL FOR FURTHER DIRECTION ON THE METHOD OF APPLICATION.
2. A 6-12-12 FERTILIZER SHALL BE USED ON THE DISTURBED AREA OF Ds3 AND SHALL BE APPLIED AT RATE OF 1500 LBS. PER AC.
3. DRIED STRAW OR DRY HAY SHALL BE USED FOR MULCHING AND APPLIED AT A RATE OF 2 TONS PER ACRE. MULCH WILL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING. THE MULCH MAY BE SPREAD BY BLOWER-TYPE SPREADING EQUIPMENT, OTHER SPREADING EQUIPMENT OR BY HAND. MULCH SHALL BE APPLIED TO COVER 75% OF THE SOIL SURFACE.

SEEDING RATES FOR TEMPORARY & PERMANENT COVER

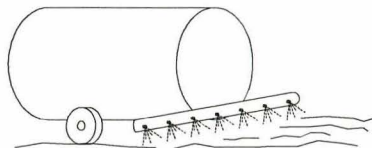
MONTH	TEMPORARY COVER	RATES PER ACRE	MONTH	PERMANENT COVER	RATES PER ACRE
MARCH-JUNE	COMMON BERMUDA (HULLED) WEEPING LONGGRASS	10 lbs. 4 lbs.	MARCH-JUNE	COMMON BERMUDA (HULLED) WEEPING LONGGRASS	10 lbs. 4 lbs.
APRIL-AUGUST	BROWN TOP MILLET SOD GRASS PEARL MILLET	40 lbs. 60 lbs. 50 lbs.	JULY-AUGUST	COMMON BERMUDA (HULLED) BROWN TOP MILLET COMMON BERMUDA (HULLED) WEEPING LONGGRASS PENSACOLA BANANA BROWN TOP MILLET PENSACOLA BANANA WEEPING LONGGRASS BROWN TOP MILLET	10 lbs. 10 lbs. 10 lbs. 4 lbs. 30 lbs. 10 lbs. 10 lbs. 2 lbs. 10 lbs. 4 lbs.
SEPT.-FEBRUARY	RYE (HIGHEST WINTER HARDY) RYEGRASS BARELY WHEAT	3 BU 40 lbs. 3 BU 3 BU			

NOTES

1. CONTIGUOUS BOD CAN BE USED AS PERMANENT COVER WITHIN EXCEPT AREAS THROUGHOUT DISTURBANCE.
2. LISTED IN ORDER OF PREFERENCE.
3. ALL PERMANENT GRASS PLANTINGS SHALL BE MULCHED.



Co CONSTRUCTION EXIT
NOT TO SCALE



CONTRACTOR SHALL EMPLOY THE FOLLOWING TEMPORARY METHODS TO LIMIT THE SURFACE AND AIR MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES:

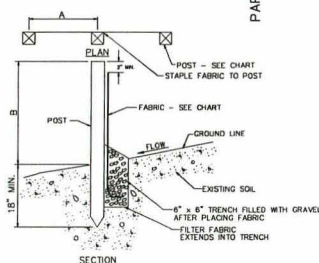
- *TEMPORARY METHODS:**
- MULCHES
 - SPRAY ON ADHESIVES
 - TILLING
 - IRRIGATION
 - BARRIERS
 - CALCIUM CHLORIDE
- *PERMANENT METHODS:**
- PERMANENT VEGETATION
 - TOPSOIL
 - STONE COVER

***CHEMICAL CONTROL**

ADHESIVE	ADHESIVE DILUTION	TYPE OF NOZZLE	APPLICATION RATE (GAL/AC)
ANIONIC ASPHALT EMULSION	7:1	SPRAY	1200
LATEX EMULSION	12 1/2:1	FINE SPRAY	235
RESIN-IN-WATER EMULSION	4:1	FINE SPRAY	300

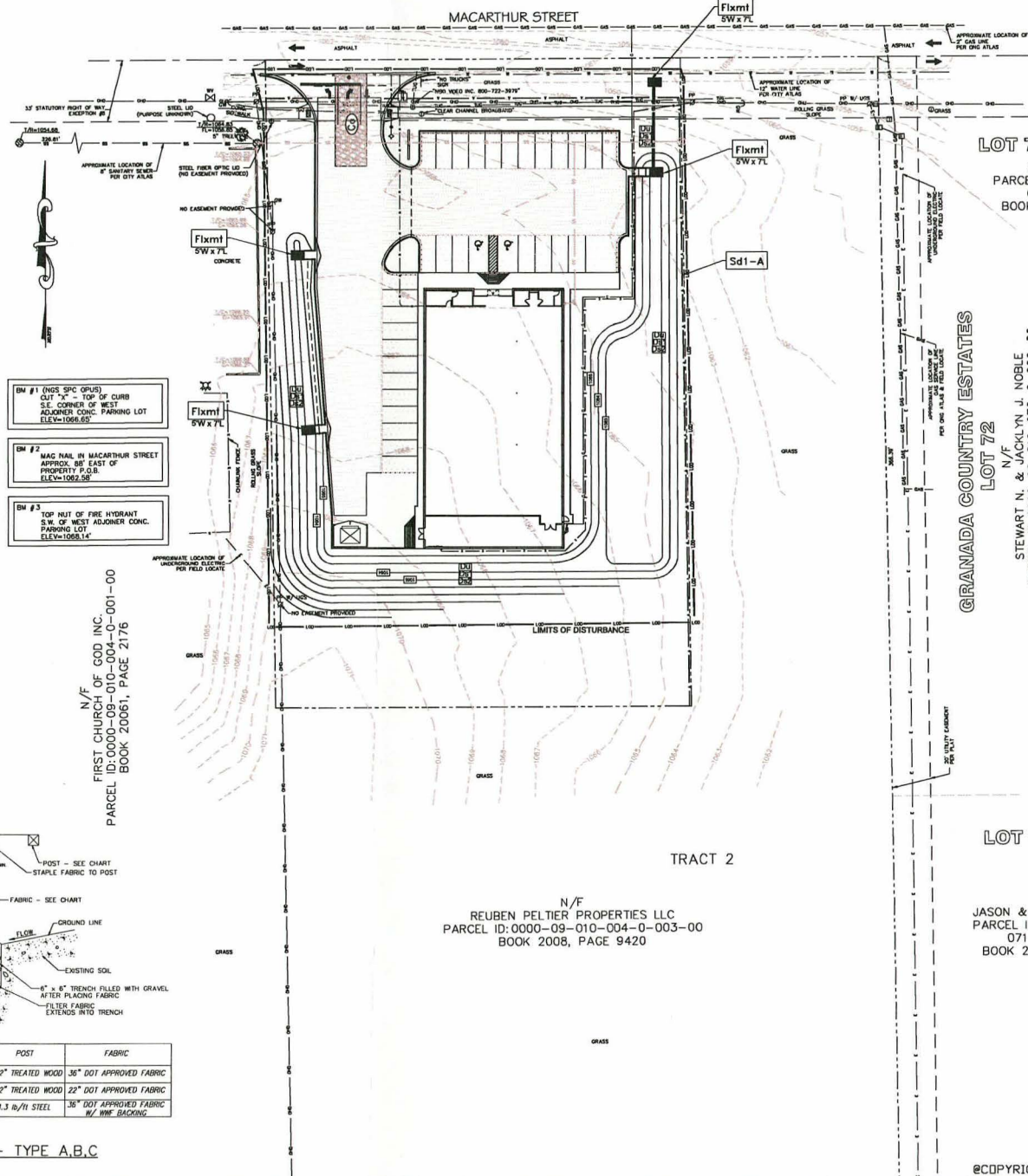
DUST CONTROL ON DISTURBED AREAS

Du



	A (O.C. MAX)	B (MIN)	POST	FABRIC
TYPE A	6"	30"	2"x2" TREATED WOOD	36" DOT APPROVED FABRIC
TYPE B	6"	18"	2"x2" TREATED WOOD	22" DOT APPROVED FABRIC
TYPE C	4"	28"	1.3 lb/ft STEEL	36" DOT APPROVED FABRIC W/ WIND BACKING

Sd1- SILT FENCE - TYPE A,B,C



LOT 7
F
PARCE
C
BOOK

GRANADA COUNTRY ESTATES
LOT 72
N/F
STEWART N. & JACKLYN J. NOBLE
PARCEL ID: 6600-00-010-072-0-000-00

LOT 7
JASON & A
PARCEL ID: 071-
BOOK 20

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GENERAL NOTES:

1. NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF WOLF CREEK
 2. NO ACTIVITIES SHALL BE CONDUCTED WITHIN THE 100-FOOT STREAM BUFFER ALONG THE BANKS PERENNIAL STREAMS.
 3. ANY AMENDMENTS TO THE EROSION CONTROL PLAN WHICH HAVE A SIGNIFICANT EFFECT ON THE BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGNER.
 4. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
 - a. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL.
 - b. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND.
 - c. FREQUENT WATERING ON EXCAVATION AND FILL AREAS.
 - d. PROVIDING GRAVEL OR PAVING AT ENTRANCE / EXIT DRIVES.
 5. ALL FILL SLOPES SHALL RECEIVE A DIVERSION DIKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE PREVENTING DRAINAGE SPILLING OVER THE EDGE AND DOWN THE FACE OF THE SLOPE. THE TEMPORARY DOWN DRAINS SHALL BE CONSTRUCTED WITH PERFORATED STAND PIPES AT THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASES IN HEIGHT.
 6. CONSTRUCTION WILL BEGIN WITH PLACEMENT OF PERIMETER SILT PROTECTION BARRIERS AND CONSTRUCTION ENTRANCES. AFTER THESE EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S) HAVE BEEN INSTALLED, CLEARING AND GRUBBING OF VEGETATION WILL BEGIN IN AREAS THAT ARE TO BE DISTURBED. THE SITE WILL THEN BE GRADED AND UTILITIES WILL BE TRENCHED, ONCE BROUGHT TO FINAL GRADE, THE PARKING WILL BE PAVED WHILE ALL OTHER EXPOSED AREAS WILL BE STABILIZED WITH VEGETATION, SIDEWALKS, OR STRUCTURES.
 7. ALL PERIMETER SILT FENCES AND CONSTRUCTION EXITS SHALL BE IN PLACE PRIOR TO ANY LAND-DISTURBING ACTIVITIES.
 8. ALL NON-STORMWATER DISCHARGES WILL BE ROUTED THROUGH ON-SITE BMP'S AND THE STORMWATER MANAGEMENT SYSTEM WHERE POSSIBLE. THESE DISCHARGES INCLUDE FLUSHING OF WATER AND FIRE LINES, IRRIGATION WATER, GROUND WATER, DEWATERING OF PITS OR DEPRESSIONS WITHIN THE CONSTRUCTION SITE AND RINSE-OFF WATER ON NON-TOXIC MATERIALS.
 9. NO WASTE WATER WILL BE DISPOSED OF INTO STORMWATER INLETS OR WATERS OF THE STATE.
 10. ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID. THE DUMPSTER WILL MEET ALL SOLID WATER MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED AND TRASH WILL BE HAULED A MINIMUM OF ONCE PER WEEK (MORE OFTEN, IF NECESSARY) AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ONSITE.
 11. NO WASH DOWN OF CONCRETE TRUCKS, CHUTES, TOOLS OR MIXERS WILL BE ALLOWED ON THE PROJECT SITE.
 12. ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE JOBSITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.
 13. ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR ENSURING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIALS SAFETY DATA SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. ALL MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ESDP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT BEING USED, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.
- THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN FOUND WITHIN THIS ESDP AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS/WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORMWATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORMWATER DISCHARGE WILL BE CONTAINED ONSITE UNTIL APPROPRIATE MEASURES, IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS, ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORMWATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPCC PLAN.
12. A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AT LEAST ONCE PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS.
 13. ALL SANITARY WASTE UNITS WILL BE LOCATED IN AN AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORMWATER DISCHARGE IS NEGIGIBLE. ADDITIONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS OR SPECIALLY DESIGNED PLASTIC 3000 CONTAINERS AROUND THE BASE, TO PREVENT WASTES FROM CONTRIBUTING TO STORMWATER DISCHARGES. THE LOCATION OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE INTERMEDIATE EROSION CONTROL PLAN GRADING PHASE BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.

EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

OFFSITE VEHICLE TRACKING

A STABILIZED CONSTRUCTION EXIT HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENT. THE PAVED STREET ADJACENT TO THE SITE EXIT WILL BE INSPECTED DAILY FOR TRACKING OF MUD, DIRT, OR ROCK. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPULIN.

INVENTORY FOR POLLUTION PREVENTION PLAN

THE FOLLOWING MATERIALS ARE EXPECTED ONSITE DURING CONSTRUCTION: CONCRETE PRODUCTS, ASPHALT, PETROLEUM-BASED FUELS AND LUBRICANTS FOR EQUIPMENT, TAR, METAL BUILDING MATERIALS, LUMBER, SHEETROCK, FLOOR COVERINGS, ELECTRICAL WIRE AND FIXTURES, PAINTS/STAINS/FINISHING TREATMENTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CLEANING SOLVENTS, PESTICIDES, FERTILIZERS, HERBICIDES, CRUSHED STONE, PLASTIC AND METAL PIPES.

SPILL PREVENTION

PRACTICES SUCH AS GOOD HOUSEKEEPING, PROPER HANDLING OF HAZARDOUS PRODUCTS, AND PROPER SPILL CONTROL PRACTICES WILL BE FOLLOWED TO REDUCE THE RISK OF SPILLS AND THE POTENTIAL FOR DISCHARGE INTO STORMWATER RUNOFF.

GOOD HOUSEKEEPING

1. QUANTITIES OF PRODUCTS STORED ONSITE WILL BE LIMITED TO THE AMOUNT NEEDED FOR THE JOB.
2. PRODUCTS AND MATERIALS WILL BE STORED IN A NEAT, ORDERLY MANNER IN APPROPRIATE CONTAINERS PROTECTED FROM RAINFALL, WHERE POSSIBLE.
3. PRODUCTS WILL BE KEPT IN THE ORIGINAL CONTAINERS WITH MANUFACTURER LABELS LEGIBLE AND VISIBLE.
4. PRODUCT MIXING AND DISPOSAL, AND DISPOSAL OF PRODUCT CONTAINERS, WILL BE ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
5. THE CONTRACTOR WILL INSPECT SUCH MATERIALS TO ENSURE PROPER USE, STORAGE, AND DISPOSAL.

PRODUCT SPECIFIC PRACTICES

PETROLEUM-BASED PRODUCTS - CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ONSITE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. EQUIPMENT MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATER, NATURAL DRAINS, AND STORMWATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL, AS REQUIRED BY LOCAL AND STATE REGULATIONS.

PAINTS/FINISHES/SOLVENTS - ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORMWATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

CONCRETE TRUCK WASHING - NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ONSITE.

FERTILIZER/HERBICIDE - THESE PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWC MANUAL FOR EROSION AND SEDIMENT CONTROL. IN GEORGIA, ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.

BUILDING MATERIALS - NO BUILDING OR CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ONSITE. ALL SUCH MATERIALS WILL BE DISPOSED OF IN PROPER WASTE DISPOSAL PROCEDURES.

SPILL CLEANUP AND CONTROL PRACTICES

- LOCAL, STATE, AND MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL.
- MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIALS AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST, AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS.
- SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT FUTURE SPILLS.
- ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE, AND FEDERAL REGULATIONS.
- FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
- FOR SPILLS OF AN UNKNOWN AMOUNT, THE NATIONAL CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
- FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.
- FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED AND LOCAL AGENCIES CONTACTED AS REQUIRED.

THE CONTRACTOR SHALL NOTIFY THE LICENSED PROFESSIONAL WHO PREPARED WITH PLAN IF MORE THAN 1,320 GALLONS OF PETROLEUM IS STORED ONSITE (THIS INCLUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 660 GALLONS. THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN PREPARED BY THAT LICENSED PROFESSIONAL.

MAINTENANCE OF EROSION AND SEDIMENT CONTROLS

CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANUP OF ANY STRUCTURES MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES OR SITE C. STORM DRAINS MUST BE REMOVED IMMEDIATELY.

RETROFIT STRUCTURES SHALL BE KEPT CLEAR OF TRASH AND DEBRIS. THIS WILL INCLUDE MONITORING AND MAINTENANCE, WHICH INCLUDES SEDIMENT REMOVAL WHEN SEDIMENT STORAGE CAPACITY HAS BEEN LOST.

SEDIMENT SHALL BE REMOVED FROM SILT FENCES ONCE IT HAS ACCUMULATED 1 HEIGHT OF THE BARRIER. FILTER FABRIC SHALL BE REPLACED WHENEVER IT HAS 2 EXTENT THAT THE EFFECTIVENESS OF THE FABRIC IS REDUCED (APPROXIMATELY 5

SEDIMENT SHALL BE REMOVED FROM SEDIMENT TRAPS WHEN THE SEDIMENT IS ONE-HALF THE HEIGHT OF THE TRAP. SEDIMENT SHALL BE REMOVED FROM CURB IMMEDIATELY FOR EXCAVATED INLET SEDIMENT TRAPS. SEDIMENT SHALL BE REB THE SEDIMENT STORAGE CAPACITY HAS BEEN LOST TO SEDIMENT ACCUMULATED

SEDIMENT SHALL NOT BE WASHED INTO THE INLET. IT SHALL BE REMOVED FROM DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLET, AGAIN.

WHEN THE CONTRIBUTING DRAINAGE AREA HAS BEEN PERMANENTLY STABILIZED SEDIMENT SHALL BE REMOVED, AND EITHER SALVAGED OR DISPOSED OF PROPER SHALL BE BROUGHT TO PROPER GRADE, THEN SMOOTHED AND COMPACTED. ANY DISTURBED AREAS AROUND THE INLET.

REPAIR ALL DAMAGES CAUSED TO TEMPORARY SEDIMENT BASHES BY SOIL EROSION EQUIPMENT AT OR BEFORE THE END OF EACH WORKING DAY. SEDIMENT SHALL BE WHEN IT REACHES THE SPECIFIED DISTANCE BELOW THE TOP OF THE RISER. SEDIN ADJACENT STREAMS OR DRAINAGE WAYS DURING SEDIMENT REMOVAL OR DISPO NOT BE DEPOSITED DOWNSTREAM FROM THE EMBANKMENT, ADJACENT TO A STI

INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IF ANY EROSION RIPRAP HAS TAKEN PLACE OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY M PREVENT FURTHER DAMAGE.

ROUGHENED AREAS SHALL BE SEEDED AND MULCHED AS SOON AS POSSIBLE TO OI GERMINATION AND SEEDING GROWTH.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITH DISTURBANCE. MULCH CAN BE USED AS A SINGLE EROSION CONTROL DEVICE IF SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL US CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. MAINTENANCE SHA MAINTAIN APPROPRIATE DEPTH AND 90% COVER. TEMPORARY VEGETATION MAY MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF / UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHN

PERMANENT VEGETATION SHALL BE APPLIED IMMEDIATELY TO ROUGH GRADED A UNDISTURBED FOR LONGER THAN SIX MONTHS. THIS PRACTICE OR SEEDING SHALL TO ALL AREAS AT FINAL GRADE. FINAL STABILIZATION MEANS THAT ALL SOIL DISTU HAVE BEEN COMPLETED, AND THAT FOR UNPAVED AREAS AND AREAS NOT COVERI STRUCTURES, AT LEAST 70% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PER EQUIVALENT PERMANENT STABILIZATION MEASURES SUCH AS THE USE OF RIPRAP MULCHES, OR GEOTEXTILES HAVE BEEN EMPLOYED. PERMANENT VEGETATION SHI TREES, SHRUBS, PERENNIAL VINES, A CROP OF PERENNIAL VEGETATION RIPRAP THAT WITHIN THE GROWING SEASON A 70% COVERAGE BY PERENNIAL VEGETATIQ STABILIZATION APPLIES TO EACH PHASE OF CONSTRUCTION. UNTIL THIS STANDARD PERMANENT CONTROL MEASURES AND FACILITIES ARE OPERATIONAL, INTERIM STI TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL NOT BE R

TENTATIVE ACTIVITY SCHEDULE

	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9
CONSTRUCTION EXIT									
SILT FENCING AND OTHER ESDP PRACTICES									
CLEARING AND GRUBBING									
GRADING / UTILITY INSTALLATION									
DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)									
FINE GRADING AND PAVING									
BUILDING CONSTRUCTION									
DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)									
LANDSCAPE INSTALLATION									

THE ESCAPE OF SEDIMENTS FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND DISTURBING ACTIVITIES

NOTICE OF PUBLIC HEARING
Rezoning Request (RZ04-24)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on October 2, 2024, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on October 21, 2024, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ04-24**) to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District) at property addressed as 2505 E MacArthur and described as:

Lots Forty-two (42) & Forty-three (43), Block Eight (8), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 534 W. Wallace; Lot Eight (8), Block One (1), SUNSET PARK 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 625 W. Rosa; Lots Eighteen (18) & Nineteen (19), Block Nine (9), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 635 W. Ford; The East 25 feet of Lot Five (5) & ALL of Lot Six (6), Block Five (5), THOMPSON ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1202 E. Independence; The North Half (N/2) of Lot Six (6), and the West 20 feet of the North 100 feet of Lot Seven (7), and an irregular tract of land on the South side of Lots Four (4) and Five (5), more definitely described as beginning at the Southwest Corner (SW/C) of said Lot Five (5); thence North 8 feet to a point; thence East at right angles with Broadway Street, 160 feet to a point; thence South to the south line of Lot Four (4); thence West along the south boundary line of said Lot 4 to the Southeast Corner (SE/C) of Lot 5; thence West along the South boundary line of Lot 5 to the point of beginning, ALL being in Block Five (5), NORTH PARK ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1207 N. Broadway; Lots Fourteen (14) and Fifteen (15), Block Three (3), THE TIMBERS ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1914-1916 Aspen; and Lots Sixteen (16) & Seventeen (17), Block Three (3), THE TIMBERS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1915-1917 Aspen; The South 30 feet of Lot Thirteen (13) & ALL of Lot Fourteen (14), Block One (1), AP COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 3909 N Aydelotte; Lots Eighteen (18) & Nineteen (19), Block Two (2), THE MEADOWS AP ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 4110-4112 N Market; A tract of land described as beginning 662.75 feet S88°11'20"E of the Northwest Corner of the Northwest Quarter (NW/C NW/4) of Section Nine (9), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S88°11'20"E and along the North line of said Section 9 a distance of 331.27 feet; thence S00°59'53"W a distance of 635.80 feet; thence N88°14'20"W a distance of 331.68 feet; thence N01°02'10"E and parallel with the West line of said Section 9 a distance of 636.07 feet to the point of beginning; said tract of real property located on MacArthur Street, Shawnee, Oklahoma; A tract of land beginning at a point 33 feet East and 160 feet South of the Northwest Corner of Lot Three (3), being the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Eighteen (18), Township Nine (9) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 325 feet; thence North 140 feet; thence East 40 feet; thence South 140 feet; thence East 394 feet; thence South 225 feet; thence West 609 feet; thence North 150 feet; thence West 150 feet; thence North 75 feet to the point of beginning; LESS AND EXCEPT a tract of land described as beginning at the Northwest Corner of said Lot Three (3), thence S00°16'22"W a distance of 235 feet; thence N89°11'00"E a distance of 183 feet to the Point of Beginning; thence N89°11'00"E a distance of 9.95 feet; thence S00°16'22"W a distance of 150 feet; thence N90°00'00"W a distance of 9.92 feet; thence N00°15'43"E a distance of 149.86 feet to the point of beginning, containing 3.5 acres, more or less, located in Tecumseh, Oklahoma.

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



RZ04-24 R-1 to C-2 2025 E MacArthur



PUBLIC HEARING

For more information

Community Development Department
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801
405-878-1672

Planning Commission

October 2, 2024

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

City Commission

October 21 2024

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM



RZ04-24 R-1 to C-2 2025 E MacArthur

Project Information

Request: Rezoning request (**RZ04-24**) to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District)

Applicant: Reuben Peltier Properties, LLC (Nick Atwood, Attorney)

Location: 2025 E MacArthur



Frequently Asked Questions

What is a Rezoning?

A Rezoning is a request to change the zoning of a property to a different zoning district. The zoning of a property determines many of the allowed uses available for development.

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit (CUP) is a request for a particular use that has been classified in the Zoning Code as requiring a CUP. These uses require a thorough review because some uses could more intensely affect the area in which it is located.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development Dept. at 405-878-1672 or email the Community Development Director at rian.harkins@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different. Contact the Community Development Department for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply information about the protest petition requirements.

Legal Description: RZ04-24

Lots Forty-two (42) & Forty-three (43), Block Eight (8), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 534 W. Wallace; Lot Eight (8), Block One (1), SUNSET PARK 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 625 W. Rosa; Lots Eighteen (18) & Nineteen (19), Block Nine (9), HILLCREST 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 635 W. Ford; The East 25 feet of Lot Five (5) & ALL of Lot Six (6), Block Five (5), THOMPSON ACRES ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1202 E. Independence; The North Half (N/2) of Lot Six (6), and the West 20 feet of the North 100 feet of Lot Seven (7), and an irregular tract of land on the South side of Lots Four (4) and Five (5), more definitely described as beginning at the Southwest Corner (SW/C) of said Lot Five (5); thence North 8 feet to a point; thence East at right angles with Broadway Street, 160 feet to a point; thence South to the south line of Lot Four (4); thence West along the south boundary line of said Lot 4 to the Southeast Corner (SE/C) of Lot 5; thence West along the South boundary line of Lot 5 to the point of beginning, ALL being in Block Five (5), NORTH PARK ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1207 N. Broadway; Lots Fourteen (14) and Fifteen (15), Block Three (3), THE TIMBERS ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1914-19 I 6 Aspen; and Lots Sixteen (16) & Seventeen (17), Block Three (3), THE TIMBERS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 1915-1917 Aspen; The South 30 feet of Lot Thirteen (13) & ALL of Lot Fourteen (14), Block One (1), AP COLLEGE VIEW ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 3909 N Aydelotte; Lots Eighteen (18) & Nineteen (19), Block Two (2), THE MEADOWS AP ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma, a/k/a 4110-4112 N Market; A tract of land described as beginning 662.75 feet S88°1'120"E of the Northwest Corner of the Northwest Quarter (NW/4 NW/4) of Section Nine (9), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence S88°1'120"E and along the North line of said Section 9 a distance of 331.27 feet; thence S00°59'53"W a distance of 635.80 feet; thence N88°14'20"W a distance of 331.68 feet; thence N01°02'10"E and parallel with the West line of said Section 9 a distance of 636.07 feet to the point of beginning; said tract of real property located on MacArthur Street, Shawnee, Oklahoma; A tract of land beginning at a point 33 feet East and 160 feet South of the Northwest Corner of Lot Three (3), being the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) of Section Eighteen (18), Township Nine (9) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 325 feet; thence North 140 feet; thence East 40 feet; thence South 140 feet; thence East 394 feet; thence South 225 feet; thence West 609 feet; thence North 150 feet; thence West 150 feet; thence North 75 feet to the point of beginning; LESS AND EXCEPT a tract of land described as beginning at the Northwest Corner of said Lot Three (3), thence S00°16'22"W a distance of 235 feet; thence N89°11'00"E a distance of 183 feet to the Point of Beginning; thence N89°11'00"E a distance of 9.95 feet; thence S00°16'22"W a distance of 150 feet; thence N90°00'00"W a distance of 9.92 feet; thence N00°15'43"E a distance of 149.86 feet to the point of beginning, containing 3.5 acres, more or less, located in Tecumseh, Oklahoma.

Jason & Amber Motrych
71 Sonata Lane
Shawnee, Ok 74804
9/27/2024

Shawnee City Hall
16 W. 9th St
Shawnee, Ok 74801

Dear Shawnee City Council/Board Members

We, the undersigned residents of Granada Estates and surrounding area are writing this as an official letter of protest and to formally express our opposition to the proposed rezoning of the property located at 2025 E. MacArthur from residential to C2 for purpose of Retail Sales for the establishment of a Dollar General store.

Our neighborhood is characterized by its residential nature, which fosters a sense of community and promotes family-friendly environments. We believe that converting this property into a commercial establishment would have several negative impacts on our area, including:

1. **Increased Traffic:** The introduction of a Dollar General would likely lead to a significant increase in traffic in our neighborhood, creating safety concerns for residents, particularly children with its proximity to Grove School and nearby crosswalks.
2. **Impact on Property Values:** The shift from residential to C2 use will adversely affect property values in our neighborhood, making it less desirable for potential buyers.
3. **Noise and Light Pollution:** Commercial establishments often result in increased noise and light pollution, which would disrupt the peaceful living conditions that we currently enjoy.
4. **Compatibility with Neighborhood Character:** A Dollar General does not align with the residential character of our community, and its presence would detract from the overall aesthetic and harmony of our neighborhood.

We urge you to consider these concerns as you review the rezoning proposal. We believe that maintaining the residential integrity of our neighborhood is paramount to preserving the quality of life for all current and future residents.

Thank you for your attention to this important matter. We hope you will take our concerns into account and reject the proposed rezoning.

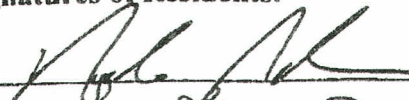
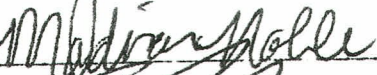
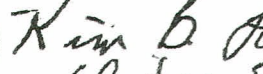
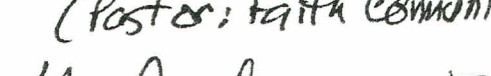
Sincerely,

Jason Motrych
Amber Motrych



71 Sonata Ln
Shawnee OK 74804

Signatures of Residents:

1.  72 Sonata Ln.
2.  72 Sonata Ln.
3.  Madison Noble
4.  5 MOLLINS DRIVE SHAWNEE OK 74804
5.  3302 Monticello Dr, Shawnee, OK 74804
6.  3302 Monticello Shawnee, 74804
7.  73 Sonata Lane, Shawnee, "
8.  43100 E. MacArthur - Shawnee
9.  43004 E MacArthur - Shawnee
10.  43002 MacArthur Shawnee
- X  41 SERENADA CT. Shawnee OK
- X  69 Sonata Ln Shawnee, OK
- ✓  43085 MacArthur Ave. Shawnee, OK
(Pastor: Faith Community Church)
- X  17 Juel Dr, Shawnee, OK 74804
- ✓ X  64 GRANADA Shawnee, OK 74804

9/ 12 properties

valid protest petition

Rian Harkins

From: Timothy Nye <timothynnye@gmail.com>
Sent: Tuesday, October 1, 2024 8:15 PM
To: Rian Harkins
Cc: Daniel Matthews - Commissioner Ward 1; Mark Sehorn - Commissioner Ward 5; Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; Lauren Richter - Commissioner Ward 6; cami.engles@shawneeok.org; Eric Stephens - Mayor
Subject: [EXTERNAL EMAIL]Fwd: Granada_Petition
Attachments: Granada_Petition.pdf

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Hi Rian,

Please find attached a petition to stop the rezoning for Dollar General at 2025E.Macarthur signed by the residents of Granada Estates. As I walked door to door, the agreement was unanimous that a Dollar General is not wanted.

Thank you for your consideration of our interest.

Tim

36 Bella Vista Ln
Granada Addition

Petition to Stop the Rezoning for Dollar General at 2025 E. Macarthur

We, the undersigned residents of Shawnee, are strongly opposed to the proposed rezoning of the property at 2025 E. Macarthur for the purpose of building a Dollar General store. This development raises serious concerns for the future of our community, including:

- **Increased Crime Risk:** Dollar stores are statistically linked to higher rates of petty crime in residential areas.
- **Decline in Property Values:** Property values in neighborhoods near discount retailers tend to decrease by up to 10%.
- **Oversaturation of Dollar General Locations:** Shawnee already has five Dollar General stores, with two within a 2-mile radius of the proposed site.
- **Negative Impact on Local Businesses:** The development could harm local businesses that contribute to the character and economy of our community.
- **Contradiction to Shawnee's Long-Term Vision for Growth.** Shawnee has emphasized attracting more residents and fostering growth, and this development could drive people away.

We respectfully urge the Shawnee City Commission to vote against the rezoning proposal and seek alternative, community-positive uses for this property that align with Shawnee's long-term vision.

NAME (PRINTED)	SIGNATURE	ADDRESS	EMAIL / PHONE
Linda White	<i>Linda White</i>	38 Bella Vista Ln	LWhiteAced@sbccglobal.net
Mike Coffman	<i>Mike Coffman</i>	67 Granada Dr	
Tim Kelly	<i>Tim Kelly</i>	78 Granada dr	
Anthony Heffelf	<i>Anthony Heffelf</i>	2 Del Rancho Ln	NDUSol@outlook.com
Steve Chlober	<i>Steve Chlober</i>	8 Del Rancho Ct	completestplumbing@yahoo.com
Kenneth Corbin	<i>Kenneth Corbin</i>	16 Del Rancho Ct	
Anna Rawlin	<i>Anna Rawlin</i>	5 Del Rancho Ct	
Britaney Thompson	<i>Britaney Thompson</i>	39 Granada Dr.	
MARCIA STATION	<i>Marcia Station</i>	76 SONATA LANE	
Chelsea Langley	<i>Chelsea Langley</i>	40 Granada Dr.	etc
Tim Russell	<i>Tim Russell</i>	42 Sonata Ct	
Randy	<i>Randy</i>	43 Sonata Ct	

Rian Harkins

From: Timothy Nye <timothynnye@gmail.com>
Sent: Tuesday, October 1, 2024 9:47 PM
To: Rian Harkins
Cc: Daniel Matthews - Commissioner Ward 1; Mark Sehorn - Commissioner Ward 5; Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; Lauren Richter - Commissioner Ward 6; cami.engles@shawneeok.org; Eric Stephens - Mayor
Subject: [EXTERNAL EMAIL]Re: Granada_Petition
Attachments: GranadaPetitionRezoning_DollarGeneral.pdf;
GranadaPetition2Rezoning_DollarGeneral.pdf

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Hi Rian,

Please include the 2 pdf. attachments as updated petition to stop the rezoning for Dollar General at 2025 E. MacArthur. An additional name/address was added to the list.

As you can see, this is an overwhelmingly important decision for residents of Granada Estates!

Thanks,

Tim

On Tue, Oct 1, 2024 at 8:14 PM Timothy Nye <timothynnye@gmail.com> wrote:

Hi Rian,

Please find attached a petition to stop the rezoning for Dollar General at 2025E. Macarthur signed by the residents of Granada Estates. As I walked door to door, the agreement was unanimous that a Dollar General is not wanted.

Thank you for your consideration of our interest.

Tim

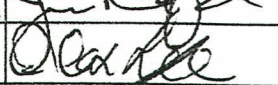
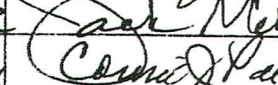
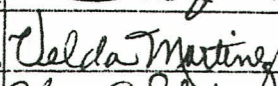
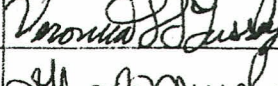
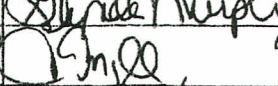
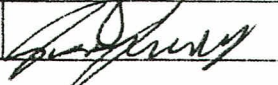
36 Bella Vista Ln
Granada Addition

Petition to Stop the Rezoning for Dollar General at 2025 E. Macarthur

We, the undersigned residents of Shawnee, are strongly opposed to the proposed rezoning of the property at 2025 E. Macarthur for the purpose of building a Dollar General store. This development raises serious concerns for the future of our community, including:

- **Increased Crime Risk:** Dollar stores are statistically linked to higher rates of petty crime in residential areas.
- **Decline in Property Values:** Property values in neighborhoods near discount retailers tend to decrease by up to 10%.
- **Oversaturation of Dollar General Locations:** Shawnee already has five Dollar General stores, with two within a 2-mile radius of the proposed site.
- **Negative Impact on Local Businesses:** The development could harm local businesses that contribute to the character and economy of our community.
- **Contradiction to Shawnee's Long-Term Vision for Growth:** Shawnee has emphasized attracting more residents and fostering growth, and this development could drive people away.

We respectfully urge the Shawnee City Commission to vote against the rezoning proposal and seek alternative, community-positive uses for this property that align with Shawnee's long-term vision.

NAME (PRINTED)	SIGNATURE	ADDRESS	EMAIL / PHONE
KEATON NME		2720 Woodlawn	405 606 1033
Steve Robison		2700 Woodlawn Ct.	405-039-8897
Jim Radford		2727 Woodlawn	405-395-8532
ALEX LEE		2731 Woodlawn	405-920-2298
Edmund Dapprich		1700 Regency Court	405-532-5638
Jack Moore		1716 Regency Ct.	405 820 0353
CONNIE J PAIK		2719 Legacy Rd	405-831-3365
Velda Martinez		1709 Regency Ct	405-816-6998
Veronica Tasse		2689 Somerset Dr.	405-827-2593
Glynda Murphy		2679 Legacy Pl	918 429-8863
Corinna Engle		2693 Somerset Dr	405 306-5985
Joshua Lenox		2694 Legacy Pl	405-765-8106

Rian Harkins

From: Hayden Parsons <hayden2_14@yahoo.com>
Sent: Tuesday, October 1, 2024 8:15 PM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Please say no!

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

To whom it may concern,

Please say no to building a new Dollar General for the proposed property near McArthur Street and Bryan Ave.

I am a resident of the Wyndemere Neighborhood and I believe that adding an eighth Dollar General location with a Shawnee address is not warranted. I take pride in the community our neighborhood has built and adding this store will cause safety concerns and decrease the value of our home and those that surrounding us.

CBS reported in 2023 that there were 150 gun deaths between 2014 and 2021 and another 329 people were injured.

This location is surrounded by a school, churches, and homes of many people that are of outstanding citizenship. Put their priorities first, put their safety first.

Thank you,

Hayden Combe

2692 Somerset Dr.

Shawnee, OK

Rian Harkins

From: Justin Combe <dogger25@gmail.com>
Sent: Tuesday, October 1, 2024 8:11 PM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Rezoning of 2025 E. MacArthur

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."
City of Shawnee Zoning Commission,

I formally want to oppose the rezoning of 2025 E. MacArthur from residential to Commercial. I live in the Wyndemere neighborhood just west on MacArthur. I believe the rezoning and the development of a Dollar General is detrimental to the area. We moved to this area because it was a mile away from any retail locations. It is safe and quiet.

I believe it will pose a safety concern due to traffic and the local elementary school. The corner of Bryan and MacArthur is unable to support the increased traffic posed by any commercial rezoning. Especially when school is in session.

The development of a Dollar General will drop property value and also increase crime in the area. Which in turn will require more of police presence in the area. Where one is not needed at the time.

I do not believe a Dollar General is even warranted in this area. We have many grocery and retail locations just a mile away.

I hope you will take these concern into consideration when this location comes up for rezoning.

Sincerely ,

Justin Combe
2692 Somerset Rd
Shawnee, Ok

405-695-8117

Rian Harkins

From: James Berry <okielaw1@sbcglobal.net>
Sent: Tuesday, October 1, 2024 11:30 AM
To: Rian Harkins; Mark Sehorn - Commissioner Ward 5; Daniel Matthews - Commissioner Ward 1
Cc: Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; Lauren Richter - Commissioner Ward 6; cami.engles@shawneeok.org
Subject: [EXTERNAL EMAIL]Letter of opposition to rezoning property near Bryan and MacArthur streets

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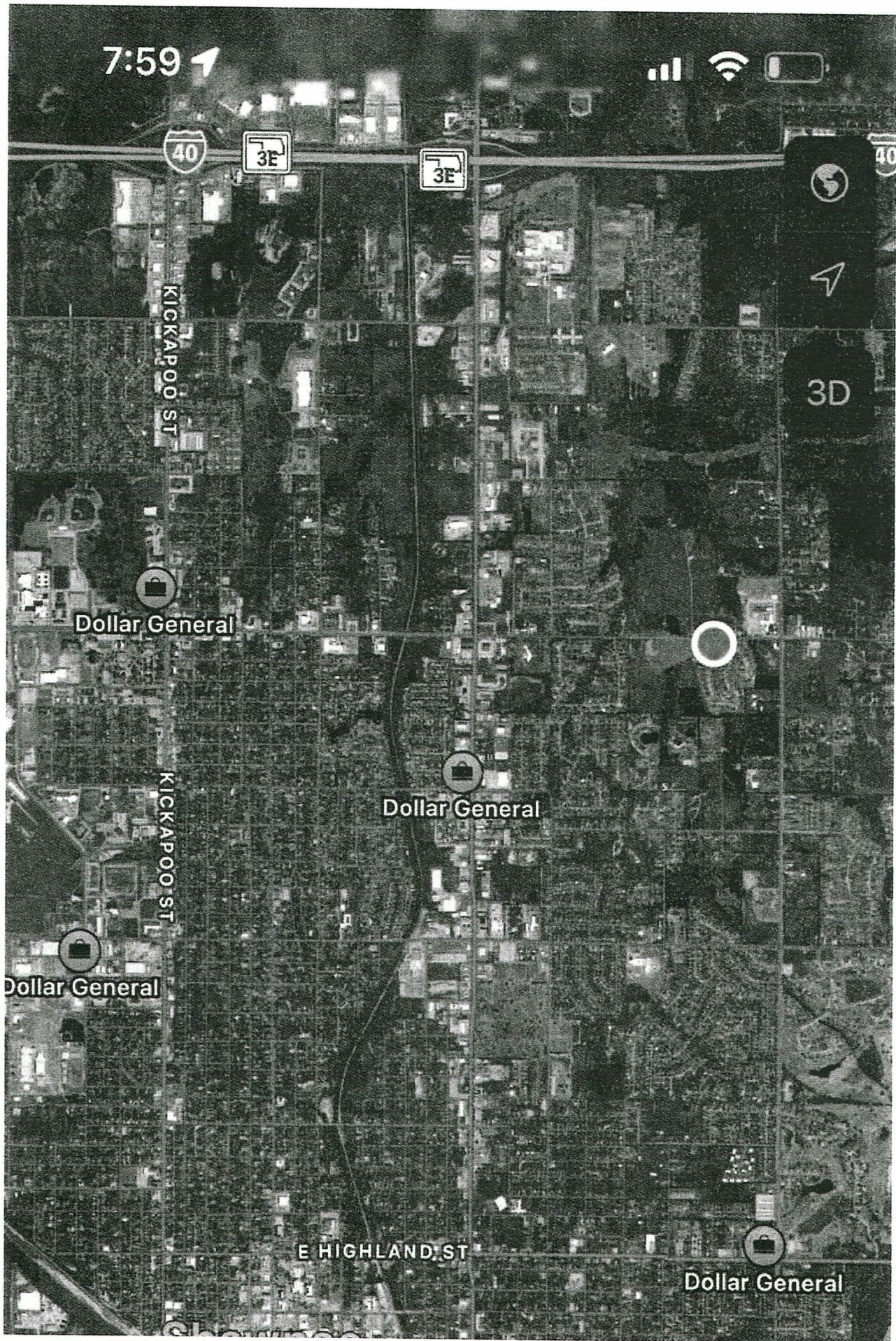
Please accept this email demonstrating our sincere opposition to the request to rezone the property located just east of the intersection of Bryan and MacArthur streets from residential to commercial for the purpose of building and operating a Dollar General store abutting, residential neighborhoods, including Granada addition. We live within approximately six hundred (600) feet of the proposed zoning change. We built our house in Granada addition in 2006 and have made significant investments in our property over the years resulting in our quiet enjoyment of not only our property, but also the neighborhood. Additionally, the lack of traffic and noise also adds to our property value and ability to enjoy the neighborhood with our family, including grandkids.

Numerous studies have shown mixing commercial with housing additions significantly adversely affects property values along with enjoyment of property. Additionally, the current rezoning request is proposing a use that is horribly inconsistent with the neighborhood and will bring no value to the residents, in either convenience or property value. Further, several viable options for Dollar General shopping a

Rian Harkins

From: Timothy Nye <timothynnye@gmail.com>
Sent: Monday, September 30, 2024 11:25 AM
To: Rian Harkins
Cc: Daniel Matthews - Commissioner Ward 1; Mark Sehorn - Commissioner Ward 5; Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; Lauren Richter - Commissioner Ward 6; cami.engles@shawneeok.org; Eric Stephens - Mayor
Subject: [EXTERNAL EMAIL]Fwd: FW: Dollar General

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Rian Harkins

Shawnee City Planner

Shawnee, OK

Dear Mr. Harkins,

I am writing to formally express my opposition to the proposed rezoning of the property located at 2025 E. Macarthur for the purpose of building a Dollar General store. While I understand the need for economic development, I believe that the addition of this retail establishment would negatively impact the character, safety, and well-being of our neighborhoods and the surrounding community. Below, I have outlined several key concerns regarding this proposal:

1. Increased Crime Risk

It is well-documented that dollar stores can become centers for petty crime, particularly in lower-income areas. The addition of another Dollar General could place an undue burden on our local law enforcement and negatively affect the safety of our community. In fact, many feel Dollar General stores have lax security and thin staffing and are often sited for safety violations.

2. Environmental and Visual Pollution

Dollar General stores tend to bring increased littering to their surroundings, which could degrade the cleanliness and appearance of our neighborhood. Coupled with potential light and noise pollution from increased traffic and late-night deliveries, this would disrupt the peaceful atmosphere that residents value.

3. Lack of Long-Term Investment

Large retail chains such as Dollar General are often focused on profit margins rather than maintaining the physical condition and aesthetics of their properties. This has the potential to result in a neglected building, which would contribute to a decline in the overall neighborhood appearance over time. Often the buildings are not owned by Dollar General but rather are leased and are purpose-built and challenging to reuse.

4. Redundancy of Another Dollar General

There are already five Dollar General locations in Shawnee, with two stores within a 2-mile radius of the proposed site. This redundancy raises questions about the necessity of another store in such close proximity, especially given the limited variety of goods and services Dollar General offers.

5. Negative Impact on Local Businesses

Dollar General stores often undercut local businesses by offering cheaper prices, which can threaten the livelihood of small, family-owned shops in the area. These local establishments are the backbone of our community, providing personalized services and contributing more directly to the local economy.

6. Potential Decline in Property Values

Research indicates that the presence of dollar stores can cause a reduction in nearby property values, sometimes as much as 10% - 20%. This would negatively impact homeowners and the long-term financial stability of the neighborhoods. This type of retail store is at odds with the residential nature of the general area. While there are some retail establishments in the area, they existed prior to annexation of the area by the City of Shawnee and were thus grandfathered in as commercially zoned areas. None of these establishments are high traffic retail stores of the type envisioned for a Dollar General. A high traffic retail store goes against the country style living that is the general nature of the surrounding residential areas.

7. Health Concerns

Dollar General is known for stocking non-perishable, lower-quality goods, which do not contribute positively to the health and wellness of the community. This could lead to fewer options for residents seeking fresh, nutritious food, particularly in areas where grocery options are already limited. Without traveling to the 1-40 corridor area (WalMart & Aldi's), the city of Shawnee has two remaining grocery stores. Homeland (McArthur and Harrison) and Sav A Lot. This Dollar General store would place further economic strain on Homeland. Clearly, we want to provide our community with fresh fruits, vegetables and meats to encourage and promote healthy life styles. Stores like Homeland rely on fill in items like, milk, bread, cereal and basic can food purchases to stay in business and remain profitable. In allowing Homeland to be incircled by Dollar General stores will undermine profitability of Homeland, a full service grocery store. Ultimately creating or exacerbate a fresh food desert for most of Shawnee.

8. Increased Traffic and Safety Risks

The increased vehicular traffic resulting from a Dollar General store could pose significant safety hazards for pedestrians, particularly children, as the location is near a residential areas and Grove school. Our neighborhoods are not equipped to handle the surge in traffic, and this raises concerns about the overall safety and accessibility of the streets like MacArthur and Bryan. The Avedis foundation invested a lot of money for sidewalks on Bryan street to create and promote an environment of walking thus improving the health of our community.

I know of no other elementary school in Shawnee where beer and cigarettes can be purchased this near to a school. Not to mention you have to drive through a school zone (MacArthur or Bryan street) to get to this proposed site. I assume this location is "legally" just far enough away from the school to sell alcohol and cigarettes, but this doesn't make it right! And the proposed site is adjoining a church parking lot, this has to be a real property and safety concern for the church and its operations (outdoor childcare while on the playground or parking lot safety in general)

9. Noise Pollution

Increased noise from delivery trucks and customer traffic, particularly during early morning or late-night hours, could disrupt the peace and quiet of the neighborhood, further eroding the quality of life for local residents.

10. Erosion of Neighborhood Character

The generic and commercialized design of Dollar General stores would be out of place in our neighborhood, which values its residential and community-oriented character. Such a development would disrupt the aesthetic and charm of the area. People have invested in homes and have higher than normal property values, a Dollar General store is not wanted. Everyone in this area has access to transportation and prefer to drive for supplies. This is a community of neighborhood homes, a school and churches. Again, Dollar General buildings are purpose-built and challenging to reuse.

11. Limited Economic Benefit

While Dollar General may create a few jobs, these are typically low-wage positions with limited benefits. The store would not provide the long-term economic investment that our community needs, especially compared to other potential developments that could better serve residents and enhance the area's economic diversity.

12. Strain on Infrastructure and Ground Water Run-off

Our current road and waste management infrastructure is not be equipped to handle the increased burden that a Dollar General would bring. We do not need tractor trailers traveling on MacArthur street. This could result in higher maintenance costs for the city and a potential decline in the quality of services available to residents. A Dollar General at this location can create or exacerbate storm water runoff problems. Parking lots typically create a lot of water shedding and without effective storm waters system the ground water will flow into and through Granada Estates as run off water. As a member of the Granada Lake association, we recently invested approximately \$30,000+ per household to upgrade Granada Lake dam and spillways to meet Oklahoma Water Resource Board (OWRB) requirements. The upgrades were a result of engineering studies of current water runoff of surrounding area. As you know, Windmill Ridge Housing addition sits just north of the Granada Lake. A decision like this could impact millions of dollars in privately held property values.

In light of these concerns, I strongly request that the Shawnee City Commission reconsider the proposed rezoning for this location. There are more suitable locations or alternative uses for this property that would better serve the needs of our community without compromising its character, safety, or economic future.

Thank you for your time and consideration.

Rian Harkins

From: Paul Needham <okpathfinder@gmail.com>
Sent: Wednesday, October 2, 2024 9:19 AM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]ReZoning Letter of PROTEST

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Paul Needham
3302 Monticello Dr
Shawnee, Oklahoma. 74804
okpathfinder@gmail.com
405-808-5975

October 2, 2024

To Whom It May Concern,

I am writing to formally express my opposition and official protest to the proposed construction of a Dollar General store in our neighborhood. As a resident living across the street from the intended location, I am deeply concerned about the negative impact this development could have on our community and quite frankly my family's quality of life.

Firstly, introducing a retail establishment like Dollar General would inevitably lead to a decrease in property values in our residential area. This concern is not merely speculative; the presence of such stores tends to alter the character of neighborhoods, making them less desirable for families looking for a peaceful living environment. As someone who has invested in this community, I wish to see property values maintained or improved, rather than diminished by an unwanted commercial enterprise. My wife and I raised our daughter here and have been residents in this location since 1992. When we first moved here we were NOT in the city limits, which was exactly what we were looking for. We have since of course been annexed, against our wishes, and additionally paid for city water to run in front of our home, that we Do NOT use, but we paid for it anyway. The level of MacArthur was raised with a resurfacing of the road and now with heavy rains water comes within feet of my garage. Now there is this rezoning proposal which would unequivocally and irreversibly have a great negative affect on our quality of life.

Additionally, the traffic volume in our neighborhood is already at a manageable level, and the addition of a retail store would significantly increase congestion and create safety hazards for pedestrians, particularly children. It is vital that our neighborhood remains a safe and pleasant place to live, and an influx of traffic could compromise that. It would also without a doubt increase the number of cars driving down the dead end street in front of our neighborhood homes and turning around in our driveways. No one would want that.

Moreover, I am apprehensive about the potential increase in crime that often accompanies the establishment of discount retail stores. Residents in similar communities have reported higher crime rates following the opening of such establishments, leading to a growing sense of insecurity that we have been fortunate to avoid thus far.

Lastly, I am concerned about the light pollution that would result from having a store operating late into the evening. Our neighborhood currently enjoys a peaceful ambiance characterized by minimal light disruption, and I would like to see that preserved.

In conclusion, I strongly protest the proposed rezoning for a Dollar General store in our area. Our community thrives on its tranquility, safety, and sense of cohesion, and I believe that allowing this development would undermine those qualities.

Thank you for considering my perspective as a concerned resident. I hope that you will take our community's sentiments, safety, security, serenity, and future peace of mind into account and opt against this proposed project.

We respectfully look to the City to protect us in this matter and not rezone the property located at 2025 E MacArthur just east of the church.

Sincerely,
Paul Needham
405-808-5975

Rian Harkins

From: Marcia Stockton <marcia.stockton@yahoo.com>
Sent: Monday, September 30, 2024 3:01 PM
To: Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; Lauren Richter - Commissioner Ward 6; cami.engles@shawneeok.org; Daniel Matthews - Commissioner Ward 1; Eric Stephens - Mayor; Rian Harkins; Mark Sehorn - Commissioner Ward 5
Subject: [EXTERNAL EMAIL]Opposition to rezoning of 2025 E. MacArthur from residential to commercial

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Members,

I am writing to state our opposition to the proposed rezoning of 2025 E. MacArthur, just east of Bryan. This is located by Granada Country Estates and Grove School District. This rezoning from residential to commercial would have a large impact on our community. Commercial zoning would impact the peace and quiet of our community. There would also be traffic concerns with commercial properties that would be built. This intersection is next to a church and across the street from Grove School District. There would safety concerns with the children attending the school and it would bring more traffic to an already congested area.

Another worry is our property values. Having commercial businesses would cause a loss of value to our homes. This would be unfair to those who have chosen this area for its out of city, country appeal.

Please take consideration of this matter and deny the rezoning request.

Sincerely,

Michael and Marcia Stockton

Rian Harkins

From: Marcia Stockton <marcia.stockton@yahoo.com>
Sent: Monday, September 30, 2024 3:01 PM
To: Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; Lauren Richter - Commissioner Ward 6; cami.engles@shawneeok.org; Daniel Matthews - Commissioner Ward 1; Eric Stephens - Mayor; Rian Harkins; Mark Sehorn - Commissioner Ward 5
Subject: [EXTERNAL EMAIL]Opposition to rezoning of 2025 E. MacArthur from residential to commercial

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Members,

I am writing to state our opposition to the proposed rezoning of 2025 E. MacArthur, just east of Bryan. This is located by Granada Country Estates and Grove School District. This rezoning from residential to commercial would have a large impact on our community. Commercial zoning would impact the peace and quiet of our community. There would also be traffic concerns with commercial properties that would be built. This intersection is next to a church and across the street from Grove School District. There would safety concerns with the children attending the school and it would bring more traffic to an already congested area.

Another worry is our property values. Having commercial businesses would cause a loss of value to our homes. This would be unfair to those who have chosen this area for its out of city, country appeal.

Please take consideration of this matter and deny the rezoning request.

Sincerely,

Michael and Marcia Stockton

Rian Harkins

From: C8 <c8serenity@gmail.com>
Sent: Monday, September 30, 2024 8:51 PM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Dollar General

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

I want to express my opposition to a Dollar General being considered at 2025 E MacArthur in Shawnee. This is definitely not an appropriate area to place such an establishment. It is close to Grove School that would cause an unsafe atmosphere for the students, as well as multiple neighborhoods that could suffer increase possibilities of crimes. Please vote no on this project.

Respectfully,
Cate Stow
2708 Legacy Place
Shawnee
Sent from my iPhone

Rian Harkins

From: Karen Elliott <Karen@nordicpure.com>
Sent: Tuesday, October 1, 2024 10:09 AM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]REAONING OF 2025 E MacArthur-Planning and Zoning Commission-City of Shawnee- Community Development Department

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Resident of:
3 Del Rancho Lane
Shawnee, OK 74804

9/30/2024

Attn: rian.harkins@shawneeok.org
Planning and Zoning Commission
City of Shawnee
Community Development Department
Shawnee, OK 74801

Subject: Opposition to Rezoning of 2025 E MacArthur from Residential to Commercial

Dear Members of the Planning and Zoning Commission,

I am writing to express my **strong opposition** to the proposed rezoning of the property located at 2025 E MacArthur, near the intersection of MacArthur and Bryan, from residential to commercial use.

As a resident of this community, I have several concerns regarding this rezoning proposal:

1. **Impact on Residential Character:** Rezoning this property to COMMERCIAL /RETAIL use will significantly alter the residential character of our neighborhood. The introduction of **RETAIL/COMMERCIAL** activities will disrupt the peace and tranquility that we currently enjoy. The current commercial businesses to the attached property currently do not pose noise or traffic problems in the area due to the nature of their businesses. A retail commercial space would pose added noise and traffic that these businesses do not.
2. **Traffic and Safety Concerns:** COMMERCIAL/RETAIL establishments typically attract more traffic, which could lead to increased congestion and pose safety risks for residents, especially children attending the school directly across the street. **The intersection of MacArthur and Bryan is already busy and congested with it's own challenges already, and additional traffic could exacerbate the situation.**
3. **Property Values:** The presence of commercial properties in a predominantly residential area can negatively impact property values. Homeowners in the vicinity may see a decline in their property investments, which is unfair to those who have chosen this area for its residential appeal.
4. **Community Sentiment:** There is a strong sense of community among the residents of this neighborhood. Many of us have chosen to live here because of its residential/country nature of living beyond the RETAIL shopping traffic. **Rezoning this property goes against the wishes of the community and undermines our collective voice.**

I urge the Planning and Zoning Commission to consider the concerns of the residents and deny the rezoning request for 2025 E MacArthur.

Thank you for your attention to this matter.

Sincerely,
Karen Elliott

Rian Harkins

From: britaney thompson <britaneythompson@yahoo.com>
Sent: Monday, September 30, 2024 6:21 PM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Rezoning Request (RZ04-24)

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Alex and Britaney Thompson
39 Granada Dr.
Shawnee, Ok 74804

09/30/2024

RE: Public hearing and consideration of a request to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District). Case No. RZ04-24
| Applicant: Rueben Peltier Properties (Nick Atwood, Attorney)
2025 E. MacArthur Shawnee Ok 74804

Dear Community Development Director Rian Harkins,

I write in connection with the above-mentioned planning application. I have examined the plans, and I know the site well. It has come to my attention that the planned purpose for the area in question is to become the site of a Dollar General store. I wish to strongly object to the rezoning of this location for the following reasons:

- 1.) Negative impact on child Safety. The location above rests approximately 1000 feet from an elementary / middle school. Rezoning this location to allow retail sales will increase consumer traffic thus the risk to the children that currently play (Grove School playground faces N. Bryan Ave with only a chain-link fence barrier between the playground and street) and walk to school. (Children cross the intersection nearest the Proposed location, E. MacArthur St. and N. Bryan Ave. getting to and from school)
- 2.) Negative impact on property values. Certain retail stores are proven to decrease property values. Each home in the area investment and recourse to every family. This is very concerning, particularly considering the planned purpose for the location. A 2022 study by Clemson University, for example, found that the presence of a nearby dollar store diminished property values by 16-21 percent between 2016-2019...
- 3.) Negative impact on local residence Safety. As previously mentioned, consumer traffic is a concern. Additionally, Certain retail spaces attract a criminal element. According to the Institute for Local Self-Reliance, citing data from the Gun Violence Archive "Between 2014 and 2021, more than 150 people were killed by guns at dollar stores, while another 329 injured." Considering this sight backs up to a neighborhood these statistics are concerning for those of us that reside in said neighborhood.
- 4.) Negative impact on living conditions. The noise associated with a retail store and the increased traffic is a concern.
- 5.) Negative impact on road conditions. E. MacArthur is one of two main access point to Granada Country Estates and already in poor condition, increased consumer traffic is bound to cause faster degradation of road conditions and present problems for Granada Country Estates and surrounding neighborhood residence.
- 6.) Lack of necessity. All retail needs are met within a five-mile radius of the proposed location. Furthermore, two Dollar General stores are within approximately 2 miles of the proposed location.

To recap we strongly object to the rezoning of the above-mentioned site due to the negative impacts to safety, property values, noise, and environment / infrastructure. Additionally, we do not feel a need for retail development.

Sincerely,
Alex and Britaney Thompson

Rian Harkins

From: Charles Swantek <runchazrun@gmail.com>
Sent: Monday, September 30, 2024 5:02 PM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Proposed rezoning of property on MacArthur next to church.

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I am of the opinion that placing another Dollar General in this spot would cause congestion! If a stoplight and widening of the road were to occur then it would probably work. Not to mention if like other Dollar General stores brings down property value by 5 to 10% .I would pay less property taxes, I would like that. Just how many Dollar Generals do we need in this town ,have you seen the mess behind most of them. However I vote no to this proposal!

Rian Harkins

From: Keaton Nye <keaton@tknye.com>
Sent: Monday, September 30, 2024 4:44 PM
To: Rian Harkins; Eric Stephens - Mayor
Cc: Ashley Fichtner - Commissioner Ward 4; Chris Odneal - Commissioner Ward 3; cami.engles@shawneeok.org; Daniel Matthews - Commissioner Ward 1; Mark Sehorn - Commissioner Ward 5; Lauren Richter - Commissioner Ward 6
Subject: [EXTERNAL EMAIL]Opposition to Rezoning at 2025 E.Macarthur,

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Dear Mr. Harkins,

We're strongly opposed to the rezoning of 2025 E. Macarthur for the construction of a Dollar General store. This proposal has sparked *significant* concern among our neighborhood's residents, many of whom are deeply troubled by the potential long-term consequences this development may bring, including a decline in property values, increased crime, and a negative impact on the overall character of our community.

We believe this rezoning, and the introduction of another Dollar General store, **will have adverse effects on the safety, property values, and overall appeal of our community.**

Increased Crime Risk

Research and statistical evidence show that Dollar General stores often become magnets for petty crime and theft, especially in residential neighborhoods. Shawnee has been focused on attracting new residents and fostering a safe, welcoming environment. Allowing a development that could bring in increased criminal activity would undermine those goals and contribute to a sense of insecurity in the community.

Contradicts Shawnee's Vision for Growth

Shawnee has repeatedly stated its commitment to attracting more residents and businesses, promoting long-term growth and community investment. A Dollar General store does not align with that vision. Instead, it may deter future residents who are seeking to live in a well-maintained, family-friendly environment. Studies have shown that property values can **decrease by 5-10%** in areas where these stores are established. Our neighborhood is currently seen as a favorable area to live, and this type of development risks altering that perception and driving potential homebuyers away.

This kind of retail development would do the opposite of fostering growth, potentially pushing families and prospective homeowners toward neighboring communities that prioritize thoughtful development and investment in local infrastructure.

Saturation of Dollar General Locations

There are already five Dollar General locations within Shawnee, with two of these stores located within a two-mile radius of the proposed rezoning site. *The area does not need another store*, and adding one here would only serve to oversaturate the market without addressing any unmet needs within the community.

Concerns from Local Residents

This rezoning proposal has been met with *widespread concern* and opposition from residents in the surrounding area. Many of us chose to live in this neighborhood for its *peaceful atmosphere*, safety, and the value of the community. We feel *strongly* that allowing this store to be built will erode those qualities. In fact, the level of concern is so high that numerous residents have already voiced their objections, and this **letter is part of a larger effort to express the depth of our opposition to this development.**

Long-Term Detrimental Effects

The long-term consequences of approving this rezoning should not be underestimated. In addition to crime and property devaluation, we fear that the presence of another Dollar General could harm local businesses, increase noise and traffic, and lead to environmental degradation through increased litter and reduced upkeep of the property. These factors combined will not only diminish the quality of life for current residents but will also affect the long-term prosperity of our community.

Closing Thoughts

We urge the Shawnee City Commission to carefully consider the long-term implications of this rezoning proposal. Approving the development of a Dollar General at this location would be a **step backward** for our community, undermining the progress Shawnee has made in fostering growth and attracting new residents. There are countless other opportunities for this property that could enrich the neighborhood and align with Shawnee's broader vision for sustainable, community-driven development.

By allowing this store, we risk lowering the appeal and value of our area, a consequence that will be felt by all residents for years to come. This proposal does not reflect the desires of the community, and we hope that the concerns of your constituents will weigh heavily in your decision.

Thank you for your attention to this matter. We trust that the voices of those who live and invest in this neighborhood will be heard as the Commission moves forward.

Keaton Nye

405-606-1033
keaton@tknye.com
2720 Woodlawn Ct.
Shawnee, OK 74804

Justin Hull

(918) 577-1651
justin@hullvisuals.com
2736 Legacy Pl

Shawnee, OK 74804

Tammy Morris

405-990-8969

jocappsok@gmail.com

2723 Legacy Pl

Shawnee, OK 74804

Johnny Park

405-659-8192

2719 Legacy Pl

Shawnee, OK 74804

Shannon Tiger

(405) 802-3418

2698 Legacy Pl

Shawnee, OK 74804



Nick & Jackie Noble

72 Sonata Lane
Shawnee, OK 74804
September 29, 2024

Shawnee City Hall

16 W. 9th St.
Shawnee, OK 74801

Dear Shawnee City Council/Board Members,

We, the undersigned residents of Granada Estates, are writing this letter to formally protest and express our opposition to the proposed rezoning of the property located at 2025 E. MacArthur from residential to C-2 for the purpose of retail sales, specifically for the establishment of a Dollar General Store or any other type of retail business. We have lived at 72 Sonata Lane for over 20 years and take great pride in maintaining the safe and serene nature of our neighborhood. We highly value its residential character and believe that placing a retail store in such close proximity would have several negative impacts, including:

1. Decline in Property Values

The presence of a discount retail chain like Dollar General could lower property values in the surrounding area. Potential homebuyers may view the store as a sign of declining neighborhood quality, making the area less attractive to families and long-term residents. This could lead to disinvestment in the community, further reducing its appeal and economic vitality.

2. Potential for Increased Crime

Dollar General stores have been associated with increased crime in some areas, including shoplifting, loitering, and vandalism. The proximity of such activities to an elementary school and a church playground raises serious concerns about the safety of children and the peace of the neighborhood. Additionally, the store could attract unwanted foot traffic or loitering in its parking lot, contributing to a sense of insecurity for nearby families.

3. Increased Traffic and Congestion

The store would likely bring a significant increase in vehicle traffic, including delivery trucks and customer vehicles. This presents safety risks for children attending the nearby elementary school, particularly during drop-off and pick-up times. Increased congestion could also affect residents, causing frustration and potentially leading to accidents in an area that may not be designed to accommodate commercial traffic.

4. Environmental Concerns (Water Runoff)

Replacing natural soil and green spaces with concrete for the store's building and parking lot would lead to increased water runoff during rainstorms. Unlike natural soil, which absorbs and filters water, concrete surfaces cause faster runoff, which could overwhelm the already poorly

designed local stormwater system and increase the risk of flooding. Residents to the east already deal with water issues, and these problems would only be exacerbated.

5. Light Pollution

The store would likely have bright outdoor lighting, including parking lot lights, which would contribute to light pollution in the area. This would be especially disruptive at night, affecting nearby homes and disturbing residents' sleep. Light pollution can also disrupt the local environment, negatively impacting wildlife and reducing the quality of life for families who enjoy the dark, quiet nights typical of residential areas.

6. Mismatch with Neighborhood Character

A Dollar General store does not fit the established character of our neighborhood, which includes family homes, small businesses, and community spaces. The corporate chain could detract from the area's unique charm, making it feel more commercial and less community-focused. Its proximity to an elementary school is particularly concerning for families who prioritize safety, local culture, and quality over low-cost convenience. Parents may feel uncomfortable with the store's influence on the area, particularly if it attracts unwanted traffic or activities.

7. Lack of Economic Benefits

While the store may create jobs, they are typically low-wage, part-time positions with limited opportunities for growth or meaningful career development. This does not significantly contribute to the long-term economic vitality of the community. Additionally, Dollar General stores often provide minimal local tax revenue, meaning the economic benefits to the city and neighborhood may not outweigh the negative consequences—especially in a residential area near a school.

8. No Real Need for Another Retail Option

Shawnee already has sufficient retail options to meet the needs of its residents. There are already six Dollar General locations in Shawnee, with two situated within two miles of the proposed location at 2025 E. MacArthur. A store focused on low-cost, generic goods does not align with the values of residents who prioritize quality, safety, and a positive community atmosphere.

We urge you to consider these concerns as you review the rezoning proposal. We believe that maintaining the residential integrity of our neighborhood far outweighs any potential benefits that a retail store might offer.

Thank you for your time and consideration. We hope you will carefully evaluate our concerns and ultimately reject the proposed rezoning.

Sincerely,

Nick and Jackie Noble

Resident of:

78 Granada Dr
Shawnee, OK 74804

9/30/2024

Attn: rian.harkins@shawneeok.org

Planning and Zoning Commission
City of Shawnee
Community Development Department
Shawnee, OK 74801

Subject: Opposition to Rezoning of 2025 E MacArthur from Residential to Commercial

Dear Members of the Planning and Zoning Commission,

I am writing to express my **strong opposition** to the proposed rezoning of the property located at 2025 E MacArthur, near the intersection of MacArthur and Bryan, from residential to commercial use.

As a resident of this community, I have several concerns regarding this rezoning proposal:

1. **Impact on Residential Character:** Rezoning this property to commercial use will significantly alter the residential character of our neighborhood. The introduction of commercial activities will disrupt the peace and tranquility that we currently enjoy.
2. **Traffic and Safety Concerns:** Commercial establishments typically attract more traffic, which could lead to increased congestion and pose safety risks for residents, especially children attending the school directly across the street. The intersection of MacArthur and Bryan is already busy, and additional traffic could exacerbate the situation.
3. **Property Values:** The presence of commercial properties in a predominantly residential area can negatively impact property values. Homeowners in the vicinity may see a decline in their property investments, which is unfair to those who have chosen this area for its residential appeal.
4. **Community Sentiment:** There is a strong sense of community among the residents of this neighborhood. Many of us have chosen to live here because of its residential/country

nature. Rezoning this property goes against the wishes of the community and undermines our collective voice.

I urge the Planning and Zoning Commission to consider the concerns of the residents and deny the rezoning request for 2025 E MacArthur.

Thank you for your attention to this matter.

Sincerely,

Kathleen Kelly

Kkelly1113@gmail.com

Rian Harkins

From: bgwalck1@aol.com
Sent: Wednesday, October 16, 2024 10:44 AM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Objection to rezoning Residential property to C2 Commercial

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."
Please read this letter in opposition to rezoning

October 16, 2024

RE: Rezoning a residential zone to a C2 Commercial zone

Proposed Dollar General Store

Near vicinity of intersection of Bryan & MacArthur Streets

Shawnee, Oklahoma

TO WHOM IT MAY CONCERN

My name is Brian Walck and my wife, is Barbara Bliss-Walck, we live at 43502

MacArthur Street, which is approximately ½ mile east of the proposed Dollar General

Store location, proposed to be located just East of the intersection of North Bryan street & MacArthur street (2025 E. MacArthur). The proposed area for the location of the Dollar General Store is currently zoned for residential use and should remain zoned for residential use. This is a relatively quiet neighborhood, and the proposed store would bring much more vehicular traffic to this area which already has a high volume of traffic due to the location of Grove school. The added traffic brought on by the location of a Dollar General store at the proposed location would be an added nuisance to this area's residents due to the added traffic and by light pollution being

produced by a parking lot for the proposed location and therefore would be a detriment to the area. Any benefit of having a Dollar General store located closer to the neighborhood's residents for the sake of convenience is greatly outweighed by the above referenced concerns as well as other concerns, such as decreases in property valuation for the surrounding residential properties. Please give great consideration to these concerns in your decision process for the proposed rezoning.

Sincerely

Brian Walck & Barbara Bliss-Walck

Rian Harkins

From: Brian Walck <bgwalck1@gmail.com>
Sent: Wednesday, October 16, 2024 10:35 AM
To: Rian Harkins
Subject: [EXTERNAL EMAIL]Objection to a Rezoning request for a proposed Dollar General Store
Attachments: Nix-Dollar General Storet.xls

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To Whom it may concern,

Please find the letter attached, which voices opposition to the rezoning request of a area currently zoned for Residential use to C2 Commercial use at 2025 E. MacArthur Street.

Brian Walck & Barbara Bliss-Walck

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
LOT 5 BLK 10 ATOKA CITY			
LOT 6 BLK 10 ATOKA CITY			
W59' LOT 1 & W60' OF N35' LOT 4 & E70' OF N50' LOT 3 BLK 21 ATOKA CITY 104 W. B ST.			
E141' LOT 1 & E140' OF N35' LOT 4 BLK 21 ATOKA CITY			
E2 OF LOT 2 BLK 21 ATOKA CITY WEST B ST. BACK LOT			
W2 LOT 2 BLK 21 ATOKA CITY			
S50' OF LOT 3 & LOT 6 LESS S 75' OF LOT 6 BLOCK 21 ATOKA CITY			
N50' OF W130' OF LOT 3 BLK 21 ATOKA CITY (CALIF. ST)			
N60' LOT 5 & S65' LOT 4 BLK 21 ATOKA CITY			
S 75' OF LOT 6 BLOCK 21 ATOKA CITY			
W140' LOTS 7 & 10 BLK 21 ATOKA CITY 113 W. "a" ST.			
E60' OF LOTS 7:10 BLK 21 ATOKA CITY 109 WEST A			
LOT 8 & S40' LOT 5 BLK 21 ATOKA CITY			
W50' OF LOT 9 BLK 21 ATOKA CITY			
E102' OF LOT 9: W 48' OF E 150' OF LOT 9 BLK 21 ATOKA CITY			
N233 1/3' BLK 22 & A PART OF BLK 73 BEG. AT THE N. CORNER OF BLK. 73 THENCE SOUTHEASTERLY ALONG THE WESTERN LINE OF BLK. 73 A DIST. OF 100.7' TO THE CENTERLINE OF SANDY ROAD, THENCE SOUTHEASTERLY ALONG CENTERLINE OF SANDY ROAD A DISTANCE OF 50.57' TO			
N46 1/2' OF LOT 1 & 2 & S46' OF N92 1/2' LOTS 1 & 2 BLK 23 ATOKA CITY			
S100' OF LOT 1 & S100' OF E90' OF LOT 2 BLOCK 23 ATOKA CITY			
A PORTION OF LOT 5 BLK 23 & A PORTION OF LOT 2 BLK 81: BEG AT A PT. ON WEST LINE OF LOT 2 BLK 81: 20' SLY FROM NW/C OF LOT 2, ELY 100', SLY 60', W 100' NLY 60' TO POB. BLK 23 & 81 ATOKA CITY 104 N. CALIF			
50' X 142 1/2' LOT 3 & 4 BLK 23 & N50' OF S100' LOT 1 BLK 23/81 ATOKA CITY			
S50' LOTS 3 & 4 BLK 23 & S50' LOT 1 BLK 81 BLK 23 ATOKA CITY 106 N. CALIF			
W90' OF N92 1/2' OF LOT 3 BLK 23 ATOKA CITY			
N92 1/2' OF LOT 4 BLK 23 & N40' BLK 81 BLK 23 ATOKA CITY			
W70' OF LOT 5 BLK 23 & FRAC'L LOT 2 BLK 81 BLK 23 ATOKA CITY 111 WEST COURT			
BEG AT SW COR LOT 2 BLK 81 (N112.5' (E100' (S112.5' (W100' TO PT BEG BEING PART OF LOT 2 BLK 81 & LOT 5 BLK 23 BLK 23 ATOKA CITY			
LOT 6 & E30' LOT 5 LESS (N20' FOR ALLEY) BLK 23 ATOKA CITY			
LOT 7 BLOCK 23 ATOKA CITY			
W 33.98' OF LOT 6 & 7 BLK 24 ATOKA CITY			
THE W 33.98' OF LOT 7 BLK 24 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
LOT A LESS MOTEL SEE BOOK 567/370 AND E 16.02' OF LOT 2 LESS MOTEL SEE BOOK 567/370. BLK 35 ATOKA CITY			
LOT 3 LESS THE W 33.98' AND ALL OF LOT 4 AND PART OF LOTS 1 AND 2 DESCRIBED AS FOLLOWS BEG AT THE SE COR OF LOT 1 TH N18°13'24" E 65.77' TH N72°10'05" W 20.85' TH S81°15'59" W 9.11' TH N69°54'02" W 5.40' TH S 50°31'39" W 24.02' TH N13°12'57" E 16.19' TH N53° 0			
LOT 5 BLK 35 ATOKA CITY			
EAST 41.02' OF W 75' OF LOT 6 BLK 35 ATOKA CITY			
E75' OF LOT 6 BLK 35 ATOKA CITY			
LOTS 7 AND 8 BLK 35 ATOKA CITY			
LOT 1 AND N10' OF LOT 8 & N10' OF E40' OF LOT 7 & N30' OF W 60' OF LOT 7 & S70' OF LOT 2 BLK 36 ATOKA CITY			
W50' OF N95' OF LOT 2 BLK 36 ATOKA CITY 106 W. COURT ST.			
THE E50' OF N95' OF LOT 2 BLK 36 ATOKA CITY EAST SIDE OF OFFICE			
W50' OF LOT 3 BLK 36 ATOKA CITY			
W 50' OF LOT 3 BLK 36 1/12 INT. ATOKA CITY			
E50' OF LOT 3 BLK 36 ATOKA CITY 108 W. COURT ST.			
LOT 4 BLK 36 ATOKA CITY 112 W. COURT ST.			
LOT 5 BLK. 36 ATOKA CITY			
E50' OF LOT 6 BLK 36 ATOKA CITY			
W50' OF LOT 6 BLK 36 ATOKA CITY			
S80' OF E40' LOT 7 & S60' OF N90' OF W60' & S 75' OF W 40' LOT 7 BLK 36 ATOKA CITY			
BEG. AT A PT ON E LINE OF BLK 36; TH N'RLY FORM SE/C; TH @ RIGHT ANGLES TO E LINE OF BLK 36 IN W'RLY DIR. A DIST. TO 140'; TH N'RLY DIR. 75'; TH E'RLY A DIST OF 140' TO PT ON E LINE OF BLK 36; TH S'RLY WITH E LINE A DIST. OF 75' TO POB; LO			
S75' OF LOT 8 BLK 36 ATOKA CITY			
N165' OF BLK 37 ATOKA CITY			
S105' OF BLK 37/82 ATOKA CITY			
N60' OF S165' OF BLK 37 ATOKA CITY			
N100' OF LOT 1 BLK 38 ATOKA CITY			
S65' OF LOT 1 AND S65' OF E50' OF LOT 2 AND N65' OF LOT 8 AND N65' OF E 50' OF LOT 7 BLK 38 ATOKA CITY			
W50' OF N140' OF LOT 2 & E30' OF N140' LOT 3 BLK 38 ATOKA CITY			
E50' OF N100' OF LOT 2 BLK 38 ATOKA CITY			
E30' OF S25' OF LOT 3 & W50' OF S25' OF LOT 2 & W50' OF N65' OF LOT 7 & E10' OF N55' OF LOT 6 & N15' OF W90' OF LOT 6 BLK 38 ATOKA CITY			
S25' OF W70' OF LOT 3 & E10' OF S25' OF LOT 4 BLK 38 ATOKA CITY			
BEG 90' E NWCOR LOT 4 (E80'(S // ORIG LOT LINE 140'(W80' (140' TO POB BLK 38 ATOKA CITY			
W90' OF LOT 4 BLK 38 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
S100' OF LOT 5 & FRAC '1 BLK 88 BLK 38 ATOKA CITY			
N64' OF LOT 5 BLK 38 ATOKA CITY			
W89.5' OF S150' OF LOT 6 BLK 38 ATOKA CITY			
S100' LOTS 7, 8 AND S100' OF E10' OF LOT 6 BLK 38 ATOKA CITY			
W2 OF LOT 5 BLK 39 ATOKA CITY			
LOT 6 BLOCK 39 ATOKA CITY			
BEG @ NW/C LOT 7 FOR POB (E ALONG LOT LINE 129.2' (SWLY TO PT 17.06' W OF SE/C LOT 7 (W ALONG LOT LINE 117.94' (N ALONG LOT LINE 165' TO POB:BEG @ NW/C LOT 8 (E ALONG LOT LINE 117.94' (SWLY 43'S20' W OF NE/C LOT 8 (W\N LOT LINE 115'(N ALONG LOT LI			
BEG AT A POINT ON THE WEST LINE OF LOT 8 A DIST OF 43' SWLY OF THE NW COR LOT 8 TH NORTH ALONG WEST LINE 208' TO THE NW COR O F LOT 7, TH E ALONG THE NORTH LINE LOT 7 33.98' TH S18°13'24"W 208' TH WEST 33.98' TO POB. ATOKA CITY BLK 39			
BEG @ NE/C LOT 7 (S165' (W17.6' (NE TO PT 5.8' FROM NE/C (5.8' TO POB: BLK. 39 ATOKA CITY			
E60' OF LOT 8 BLK 39 ATOKA CITY			
W33.98' OF LOT 8 LESS (N43') BLK. 39 ATOKA CITY			
E 41.02' OF W2 OF LOT 8 LESS N 43' OF LOT 8 BLK 39 ATOKA CITY LANDS			
W75' OF LOT 9 BLK 39 ATOKA CITY			
E25' OF LOT 9 AND W12.5' LOT 10 BLK 39 ATOKA CITY 109 E 2ND			
E2 OF LOT 10 BLK 39 ATOKA CITY			
E37.5' OF W50' OF LOT 10 BLK 39 ATOKA CITY			
LOT 5 BLK 48 ATOKA CITY			
110 E 2ND (RENT HOUSE)			
E 12' OF W2 LOT 3: E 62' OF N 50' LOT 14 BLK 48 ATOKA CITY			
W50' LOT 4 & N50' OF W38' OF LOT 13 BLK 48 ATOKA CITY HOME PLACE			
E 50' LOT 4: W 38' OF LOT 3: E 50' OF N 50' LOT 13: "W 38' OF N 50' LOT 4 BLK 48			
LOT 6 & E50' OF LOT 7 BLK. 48 ATOKA CITY			
W67.5' OF LOT 7 BLK. 48 ATOKA CITY 106 E 2ND			
THE W 33.98' OF S 200' OF LOTS 8 & 9: BLK 48 ATOKA CITY			
BEGINNING AT A POINT ON THE EAST LINE OF THE SE/C OF SAID LOT 8; TH NORTH ALONG SAID EAST LINE 70'; TH NORTHWESTERLY 83.52'; TH S18°24'W 70'; TH SOUTH EASTERLY 83.52' TO POB: BLOCK 48 AT			
W90' OF LOT 10 BLK. 48 ATOKA CITY			
E91' OF LOT 11 BLK. 48 ATOKA CITY			
LOT 12 BLK. 48 ATOKA CITY			
S150' OF LOT 13 BLK. 48 ATOKA CITY			
S150' LOT 14 BLK. 48 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
LOT 15 BLK. 48 ATOKA CITY			
BEG. AT PT 17.5' E FROM NW/C OF LOT 1, BLK 49 FOR NW/C, TH S 185', TH E 60' ; TH N 185'; TH 60' TO POB: BLK 49/89 ATOKA CITY			
THE N95.4' OF E73.5' OF LOT 1 BLK. 49 ATOKA CITY			
W66.5' OF E185' OF LOT 1 AND W8.5' OF E118.5' OF N 95.4' OF LOT 1: & W66.5' OF N40' OF E 185' OF LOT 2: BLOCK 49 ATOKA CITY			
N95.4' OF E45' OF W111.5' OF E185' OF LOT 1 & S 4.6' OF E 118.5' OF LOT 1 N 40' OF E 118.5' OF LOT 2 BLK 49 ATOKA CITY 303 S. MISSISSIPPI			
BEG @ PT IN N LINE OF LOT 1, BLK 49; WHICH IS 185' WRLY FORM NE/C, TH WRLY 55.5'; TH S'RLY 140'; TH E'RLY 60'; TH N'RLY 140' TO POB BLK 49/89 ATOKA CITY			
LOT 3 BLK. 89 AND BEG. AT SW/C LOT 3 BLK. 49 (NLY ALONG W. LINE OF LOT 3 42.3'; TH E'RLY 50'; TH S'RLY 80'; TH W'RLY 22.3' TO W LINE OF LOT 4; TH N'RLY 42.2' TO POB: BLK. 49/89 ATOKA CITY			
N60' OF LOT 3 BLK. 49 ATOKA CITY OFFICE/HOME HEALTH			
LOT 4 AND S40' OF LOT 3 LESS TR.: BEG @ SW/C LOT 3; TH N 42.3'; TH E 50'; TH S 80'; TH W 22.3'; TH N 42.3' TO POB: BLK 49/89 ATOKA CITY(CATHY CAR WASH			
LOT 3 BLOCK 50 ATOKA CITY			
LOT 1 & 2 BLK 50 ATOKA CITY			
LOT 3 AND N50' OF E50' OF LOT 11 AND N50' OF LOT 13 BLK. 51 ATOKA CITY			
LOT 4 LESS (E50') BLK. 51 ATOKA CITY 114 E. 3RD ST.			
E50' OF LOT 4 BLK. 51 ATOKA CITY			
W42' OF LOT 5 BLK. 51 ATOKA CITY			
E58' OF LOT 5 BLK. 51 ATOKA CITY 1120E. 3RD ST.			
E22' OF N 76' OF LOT 6 & E 32' OF S 74' LOT 6 BLK 51 ATOKA CITY			
W20' OF LOT 6 AND LOT 7 BLK. 51 ATOKA CITY QUICK LUBE			
W58' OF E80' OF N76' OF LOT 6 & W48' OF E80' OF LOT 6 BLK. 51 ATOKA CITY			
WEST 33.98' OF LOT 7 BLK 51 ATOKA CITY			
A PART OF LOT 8 BEG AT SW COR OF LOT 8, TH NORTH LY ALONG THE WESTERLY LINE OF SAID LOT 8 150' TO THE NW COR OF LOT 8 TH SELY ALOONG THE NORTHERLY LINE OF LOT 8 20.85' TH S18*13'24"W 133.71' TH S 71*46'33"E 13.12, TH S18* 13'24"W 16.28' TO A POINT			
LOTS 8 & N90' OF LOT 9 (LESS A PART OF LOT 8, BEG AT THE SW COR OF SAID LOT 8 TH N AONG THE WESTERLY LINE OF LOT 8 150' TO THE NW COR OF LOT 8, TH SELY ALONG THE NORTHERLY LINE OF LOT 8 20.85', TH S18*13'24"W 133.71', TH S71*46'33"E 13.12' TH S1			
W37' OF E62' OF LOT 10 BLK. 51 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
W50' OF LOT 11 AND E25' OF LOT 10 BLK. 51 ATOKA CITY 109 4TH ST.			
LOT 12 BLK. 51 ATOKA CITY			
W50.4' OF S100' OF LOT 13 BLK. 51 ATOKA CITY			
E50' OF S100' OF LOT 13 BLK. 51 ATOKA CITY			
S90' OF W70' OF LOT 14 BLK. 51 ATOKA CITY			
N40' E2 OF S90' LOT 14 LESS (W70') BLK. 51 ATOKA CITY			
N60' OF LOT 14 BLK. 51 ATOKA CITY			
S50' OF LOT 14 LESS (W70') BLK. 51 ATOKA CITY			
A TRIANGULAR TRACT OF LAND BEG. AT NE/C OF LOT 1 (WLY104' (S150' (NELY TO POB) BLK. 53 ATOKA CITY			
ALL OF BLK. 53 (LESS A TRIANGULAR TRACT OF LAND BEG. AT NE/C OF LOT 1 (WLY' 104' (SLY 150' (NELY TO POB.			
E2 OF LOT 1 BLK 54 ATOKA CITY			
BEG AT SW/C OF LOT 1 FOR POB, TH N18°13'32"E 100', S71°46'28"E 54.66', S18° 03'47"W 100', N71°46'28"W 54.94' TO POB 54-94 BLK 54 ATOKA CITY			
BEG. AT THE SWC OF SAID LOT 2 FOR THE POB TH IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 2 A DIST. OF 70' TH EASTERLY ON LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 2 A DIST. OF 90' TO A POINT TH SOUTHERLY ON A LINE PARALLEL WITH THE WE			
BEG AT PT ON N LINE BLK 94 TELLE ADD 100' E OF NW COR (S//TO W LINE 150' (E//TO N LINE 100' (N// TO W LINE 150' (W ALONG N LINE 100' POB BLK54 ATOKA CITY			
THE S 50' OF THE E 100' OF LOT 2 & COM AT THE SWC OF LOT 2 TH NORTH 70' FOR POB TH NORTH 10' TH E 100 TH SOUTH 80' TH WEST 10' TH NORTH 70' TH WEST 90' TO POB ALL IN LOT 2 BLK 54 ATOKA CITY			
LOT 3 BLK 54 ATOKA CITY			
W80' OF LOT 4 BLK 54 ATOKA CITY			
N2 E120' LOT 4 & S50' OF E120' OF LOT 4 BLK 54 ATOKA CITY UNDIV. 1/3 INT.			
W2 LOT 5 BLK 54 ATOKA CITY			
E2 LOT 5 BLK 54 ATOKA CITY			
LOT 1 BLK 55 ATOKA CITY			
LOT 2 BLK 55 ATOKA CITY			
ALL BLK LYING W OF E LINE NE NW SE OF SEC 15 2S 11E BLK 55 ATOKA CITY			
E 70' OF LOT 1& 2 BLK 56 ATOKA CITY BARTON, LLOYD & KATHLEEN MEEKS, ROBERT & JOYCE UND. 1/2 INTEREST EACH			
A PT. OF LOTS 1 & 2 BLK 56 ATOKA & PT LOTS 4 & BLK 56 FOLSOM HEIGHTS ADD. BEG 70' W FROM NE/C LOT 1 FOR POB. S130' W82' N130' E ALONG N LINE OF BLK 56 FOLSOM HEIGHTS & BLK 56 ATOKA 82' TO POB BLK 56 ATOKA CITY			
LOT 3: LOT 12 BLK 56 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
BEG @ NW/C OF LOT 7, TH S71°46'28"E ALONG N LINE OF BLK 56 148', TH S18°13'32"W 130', TH S71°46'28" E 82', S18°13'32"W 20', N71°46'28"W 26.55', N00° 54'40"W 10.59', N71°46' 28"W 66.50', N18°46'59"E 41.			
BEG @ SW/C OF LOT 7, TH N18°13'32"E 58.85', TH S69°23'32"E 93.72', TH S16°00'12"W 13.11', TH S71°37'41"E 39.74', TH S18°46'59"W 41.75, TH N71°46'28"W 133.48' TO POB BLK 5			
S2 OF LOT 8 & S2 OF W40' OF LOT 9 BLK 56 ATOKA CITY			
N2 OF LOT 8 & N2 OF LOT 9 & N2 OF W2 OF LOT 10 (LESS S 14'): N 14' OF E 25' LOT 10 BLK 56			
S 14' OF N70' OF W2 OF LOT 10: S 126' OF E 25' OF LOT 10: S 70' OF W 20' LOT 10: S70' OF E10' LOT 9: S 70' OF E 5' OF W 25' BLK 56 FOLSOM HEIGHTS AC			
LOT 11 BLK 56 ATOKA CITY			
LOT 1 LESS (S60')E2 OF LOT 2 BLK 57 ATOKA CITY OFFICE & PARKING			
THE NORTH 100' OF THE W2 OF LOT 2: BLK 57 ATOKA CITY			
THE EAST 75 FEET OF LOT 3 (LESS THE 25 FEET) IN BLK 57 IN ATOKA CITY.			
W25' OF LOT 3 BLK 57 ATOKA CITY			
ALL OF LOT 4 BLK 57 ATOKA CITY			
LOTS 5 & 6 BLK 57 ATOKA CITY			
W60' OF LOT 7 BLK 57			
LOT 8 & E40' LOT 7 & S60' OF LOT 1 & E40' OF S60' OF LOT 2 BLK 57: THE S 50' OF THE W2 OF LOT 2: TACO MAYO			
BEG AT NE COR LOT 1(W ALONG N LINE LOT 1 95'(S // WITH W LINE TO E LINE LOT 1 (NE ALONG E LINE TO POB:BLK 58 ATOKA CITY			
LOTS 2 & 3: W40' OF LOT 1 BLK 58 ATOKA CITY			
LOTS 4, 5 & 6 BLK 58 (LESS PART OF LOT 4, BEG AT SW COR OF LOT 4, TH N ALONG THE WEST LINE OF SAID LOT 4 150' TO NW COR OF LOT 4, TH EAST ALONG THE N LINE LOT 4 30.14'TH SWLY ON A CURVE TO THE RIGHT AND HAVING A CORD BEARING OF S21°24'03"W AND			
A PART OF LOT 4 BLK 58, BEG AT SW COR OF LOT 4,TH NORTH ALONG WEST LINE OF LOT 4 150' TO NW COR, TH EAST ALONG NORTH LINE OF SAID LOT 4 30.14'TH SWLY ON A CURVE TO THE RIGHT AND HAVING A CHORD BEARIN OF S21°24'03"W AND A RADIUS OF 1970.56' A DIST OF			
ALL FRAC'L BLK 59 ATOKA CITY			
LOTS 1 & 2 E 37.5' OF LOT 6 & 7 & 8 BLK 60 ATOKA CITY			
LOT 3 BLK 60 ATOKA CITY			
S75' OF LOT 4 BLK 60 ATOKA CITY			
N75' OF LOT 4 BLK 60 ATOKA CITY			
S2 OF LOT 5 BLK 60 ATOKA CITY			
N2 OF LOT 5 BLK 60 ATOKA CITY			
W62.5' OF LOT 6 BLK 60 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
PART 2:3 COM. @ PT. 15'E SW COR OF LOT 2 FOR PT OF BEG (N87'(W33'(N63' TO N LINE LOT 3 (W27'(S150' (E60' TO POB BLK. 61 ATOKA CITY			
A PT OF LOT 2 & 3 COM AT NE COR LOT 2 FOR BEG (W118' (S63' (E33' (S87' (E85' (N150' TO POB BKL 61 ATOKA CITY			
WEST 55 FEET OF LOT 3 IN BLOCK 61 OF ATOKA CITY			
W50' OF S100' OF LOT 4 BLOCK 61 ATOKA CITY			
BEG 100' N OF SW COR OF LOT 4 (E100' (N44.5' (W105.7' (S9.6' TO BEG LESS (E 50') BLOCK 61 ATOKA CITY 704 S MONTANA 2ND PIECE			
E50' OF LOT 4 BLK 61 ATOKA CITY (7TH ST)			
LOTS 5 & 6 & N100' OF LOT 1 BLK 61 ATOKA CITY			
LOT 7 & S50' OF LOT 1 BLK 61 ATOKA CITY			
W75' OF LOTS 8 & 9 BLK 61 ATOKA CITY			
E65' LOTS 8 & 9 BLK 61 ATOKA CITY			
LOT 10 BLK 61 ATOKA CITY			
LOT 11 BLK 61 ATOKA CITY			
704 SOUTH MONTANA RENT PROPERTY			
LOT 2 BLK 62 ATOKA CITY			
701 S. MONTANA			
A PART OF LOT 4;(LESS COMMENCING AT NE/C OF LOT 3 OF BLK 62, FOR POB, TH N7 1'46'28"W 140'; TH S70*51 '52"E ALONG AN EXISTING 4'CHAIN LINK FENCE A 43.3 0'; TH N18*13'32"E 58.59' TO POB. BLOCK 62, ATOKA CITY			
LOT 3, AND A PART OF LOT 4; DESCRIBED AS FOLLOWS; COMMENCING AT THE NE/C OF SAID LOT 3, FOR POB; TH N71*46'28"W 140'; TH S18* 13'32"W 55.92'; TH S70*51 E ALONG AN EXISTING 4'CHA IN LINK FENCE A DISTANCE OF 43.30'; TH N18*13'32"E 58.59' TO THE POB.			
LOT 5 BLK 62 ATOKA CITY			
W60' FRAC'L BLK & W60' LOT 6 BLK 62 ATOKA CITY 313 WEST 7TH			
E80' FRAC'L BLK 62 & E80' LOT 6 BLK 62 ATOKA CITY			
E2 LOTS 7 TO 12 INC BLK 62 ATOKA CITY			
W2 LOTS 7-8-9 & 10 BLK 62 ATOKA CITY			
W2 LOTS 11 TO 12 INC BLK 62 ATOKA CITY 317 W 7TH			
LOTS 1 & 4; N2 OF LOT 2 BLK 63 ATOKA CITY			
COMMENCING AT NW/C OF BLK 63 DESCRIBED AS: COMM AT THE NW/C BLOCK 63 SAID POB; TH S71*46'28"E 140'; TH S18*13'32"W 150'; TH N71*46'28"W 140'; TH N18* 13'32"E 150' TO THE POB (LESS A TRACT 150' X 70' TO BILLY GENE JOHNSON) BLOCK 63; ATOKA CITY			
A PART OF LOTS 1 & 2 IN BL 63 OF THE ORIGINAL TOWN SITE OF ATOKA, OK, AND A PART OF LOTS 5, 6, & 7 IN BLOCK 63 OF FOLSOM HEIGHT ADDITION TO THE TOWN OF ATOKA, OK, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 63 OF FOLSOM HEIGHT AD			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
E125' OF S50' OF LOT 2 & E125' OF LOT 3 BLK 63 ATOKA CITY			
W15' OF S50' OF LOT 2 & ALL LOT 3 (LESS E125') & LOT 8-9 & 10 LESS (W100' BEING TR 75' E & W X150' N & S) BLK 63 ATOKA CITY			
W100' OF LOTS 8, 9 & 10 BLK 63 ATOKA CITY			
LOTS 1-2 & 5 & E10' LOT 4 & LOT 6 LESS (N2) BLK 64 ATOKA CITY 809 S MONTANA			
LOT 3 BLK 64 ATOKA CITY			
W90' OF LOT 4 BLK 64 ATOKA CITY			
N2 LOT 6 BLK 64 ATOKA CITY			
LOT 2 BLK 65 ATOKA CITY			
SOUTH 60' OF LOT 1 BLK 65 ATOKA CITY			
N 90' OF LOT 1 BLOCK 65 ATOKA CITY			
N100' LOT 3 BLK 65 ATOKA CITY			
S50' LOT 3 BLK 65 ATOKA CITY 808 S MONTANA			
N2 LOT 4 BLK 65 1/12 INT. ATOKA CITY			
S75' OF LOT 4 BLK 65 ATOKA CITY			
N2 OF LOT 4 BLK 65 ATOKA CITY			
1/12 SPLIT OFF TO BONNER 004-0-000-01			
N2 LOT 5 & 6 BLK 65 ATOKA CITY			
S2 OF LOT 5 & W12' OF LOT 6 BLK 65 ATOKA CITY			
E88' OF S2 OF LOT 6 BLK 65 ATOKA CITY			
A STRIP OF LAND LYING E OF BLOCK 66 BLOCK 66 ATOKA CITY			
LOTS 1, 2 & 3 LESS (RAINS TR) & ALL OF LOTS 4 & 5 BLK 66 ATOKA CITY			
A PART OF LOTS 1 & 2 OF BLK 66: STARTING AT THE NW/ C OF LOT 1: TH S 18° 13' 32" W. A DIST OF 35.9 TO POB TH N51° 45' 38" W. A DIST OF 15.93' TH S. 38° 40' 10" W. A DIST OF 38.30 TH APPROX 96.53" TO THE W RW OF U.S. HIGHWAY 69, TH N 44° 29' 04" E A DIST O			
BEG AT NW OF LOT 2, TH S ALONG W LINE OF LOT 2, AD IST. OF 80' TH E 19' TH NE 'RLY A DIST. OF 33' TO A PT 48.5' S & 32' E OF NW/ C OF LOT 2' TH S 51° 40' 37" E A DIST OF 51.17' TH N 38° 40' 10" E A DIST OF 38.3' TH S 51° 45' 38" E A DIST OF 100.45' TO THE			
N80' OF LOT 3 BLK 66 ATOKA CITY			
N70' OF BLK 67 ATOKA CITY			
ALL BLK LESS (N70) BLK 67 ATOKA CITY			
S45' OF LOT 3 BLK 68 ATOKA CITY			
N45' OF S90' OF LOT 3 BLK 68 ATOKA CITY			
LOTS 1 & 2 & N90' OF LOT 3 BLK 68 ATOKA CITY			
LOTS 4 & 5 BLK 68 ATOKA CITY			
LOT 6 BLK 68 ATOKA CITY			
N90' OF LOT 1 BLK. 69 ATOKA CITY			
LOT 2 LESS (E50') BLK 69 ATOKA CITY			
E2 OF LOT 2 BLK. 69 ATOKA CITY			
LOT 3 BLK. 69 ATOKA CITY			
S130' OF LOT 4 BLK. 69 ATOKA CITY			
W85' OF LOT 5: N 50' OF LOT 4 BLK 69 ATOKA CITY			
E15' OF S130' LOT 5 & W40' OF S130' LOT 6 & E 15' OF N 50' OF LOT 5 BLK. 69 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
E60' OF S130' LOT 6 & N50' LOT 6 & S90' LOT 1 BLK. 69 ATOKA CITY			
BEG. AT NE/C OF FRAC'L BLK. 70 (W59'(S75'(E59' (N75' TO BEG. BLK. 70 ATOKA CITY			
COM. ON E LINE FRAC'L BLK 70 ORIG. TOWNSITE 96'S OF NE/C FOR POB (W78'(S // E LINE 74' (E ALONG N LINE OF ALLEY 78' (N ALONG E LINE OF LOT (74' TO BEG. BLK. 70 ATOKA CITY			
PART OF FRAC'L BLK. 70 BEG. AT PT. 74'N OF E&W ALLEY(N37'(W74'(S37'(E74' TO BEG. BLK. 70 ATOKA CITY			
LOTS 3 & 4 BLK. 70 ATOKA CITY			
LOTS 5-6 BLK. 70 ATOKA CITY			
LOTS 7 - 8 BLOCK 70 ATOKA CITY			
LOT 2 LESS (A STRIP IN SE/C 25.5' S SIDE X 105' E SIDE TO N END) & COM. 59' W OF NE/C BLK.70 (S65'(W25'(NWLY TO N LINE OF BLK. (E42.3' TO POB BLK. 70 ATOKA CITY			
LOTS 9 & 10 LESS (E27') BLK. 70 ATOKA CITY			
LOT 11 & E27' OF LOT 10 BLK. 70 ATOKA CITY			
LOTS 12 & 13 BLK. 70 ATOKA CITY			
LOT 14 BLK. 70 IN FOLSOM HEIGHTS ADDITION OF ATOKA CITY.			
LOT 15 F.H. ADD. & THAT PART OF LOT 1 BLK 70 S OF ALLEY BLK. 70 ATOKA CITY			
ALL OF BLK. 71 ATOKA CITY			
BEG @ NW/C BLK. 72 (E209' (S100'(WLY 82'(NLY 94.5' TO BEG. BLK.72 ATOKA CITY BOBBIE CLIPPINER, LINDA GADDIS,STEPHEN NICKELL 208 WEST 9TH ST			
LOTS 2, 3 & 4 BLK. 72 ATOKA CITY			
PT. OF FRAC. BLK. 72: & PT. OF S2 NE SW: 15-2S-11 E: POB BEING THE NW/C OF BLK. 72: S ALONG E LINE OF MONTANA AVE. 98.3'; SE'RLY 127', NW'RLY 99.09', W 114.50' TO POB, PT. BEING NW/C BLK. 72.			
BEG. @ PT ON N LINE BLK 72 277'E OF NW/C BLK. 72 (SLY // E LINE MONT. ST. 100'(E // WITH & ADJ. TO W BNDY. OF US69 TO S LINE OF 9TH ST. (WLY ALONG S LINE 9TH ST. 164.3' TO POB BLK. 72 ATOKA CITY			
BEG. AT 209'E OF NW/C OF BLK. 72 (E ALONG N SIDE BLK. 72 DIST. 68'(SWLY 100' MORE OR LESS TO PT 60' E & 98.3'S OF POB (W // N SIDE BLK. 72 DIST 60'(N // MONT ST. DIST. 98.3' TO POB ALL IN BLK. 72 ATOKA CITY			
FRAC'L BLOCK BLK. 73/22 ATOKA CITY			
LOT 1 BLK. 74 ATOKA CITY			
LOT 2 BLK. 74 ATOKA CITY (A. ST.)			
LOT 3 BLK. 74 ATOKA CITY			
LOT 4 BLK. 74 ATOKA CITY			
W2 LOT 6 BLK. 74 ATOKA CITY			
E2 LOT 6 BLK. 74 ATOKA CITY 305 W "A"			
S2 OF LOT 7 BLK. 74 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
THAT PART OF LOT 8 LYING NORTH OF SANDY CREEK ROAD BLK. 74 ATOKA CITY 121 SANDY RD.			
LOT 5: N 100' OF LOT 7: LOT 8 LYING SOUTH OF SAND CREEK RD. BLK. 74 ATOKA CITY			
N174.3' OF E2 LOT 1 & W2 LOT 1 BLK 75 ATOKA CITY			
LOT 2 BLK. 75 ATOKA CITY			
E2 LOT 3 BLK 75 ATOKA CITY			
W2 OF LOT 3 BLK. 75 ATOKA CITY			
E2 OF LOT 4 & S25' OF E2 OF LOT 1 BLK. 75 ATOKA CITY			
UND 1/2 INT W2 LOT 4 BLOCK 75 ATOKA CITY			
ALL FRAC'L BLK. BLK. 76 ATOKA CITY			
ALL FRAC'L BLK. BLK. 77 ATOKA CITY			
LOT 1 BLK. 78 ATOKA CITY			
LOT 2 & W30' OF S2 LOT 3 BLK. 78 ATOKA CITY			
N2 OF LOT 3: BLOCK 78 ATOKA CITY			
S2 OF LOT 3 LESS (W 30') BLOCK 78 ATOKA CITY			
S60' OF LOT 4 BLK. 78 ATOKA CITY			
N132.5' OF LOT 4 BLK. 78 ATOKA CITY			
LOT 1 BLK. 79 ATOKA CITY			
W172.5' OF LOT 2 BLK. 79 ATOKA CITY			
E2 LOT 4 & E57.5' LOT 2 BLK. 79 ATOKA CITY			
W57.5' OF S100' OF LOT 3 BLK. 79 ATOKA CITY			
E57.5' OF S100' LOT 3 BLK. 79 ATOKA CITY			
N50' OF LOT 3 BLK. 79 ATOKA CITY			
W2 LOT 4 BLK. 79 ATOKA CITY			
LOT 5 BLK. 79 ATOKA CITY			
LOT 6 BLK. 79 ATOKA CITY			
LOT 7 BLK. 79 ATOKA CITY			
W75' OF LOTS 8 & 9 BLK 79 ATOKA CITY			
E2 OF LOTS 8 & 9 LESS (N50' OF LOT 8) BLK. 79 ATOKA CITY			
N50' OF E2 OF LOT 8 BLK. 79 ATOKA CITY			
N50' OF LOT 1 BLK. 80 ATOKA CITY			
S142.50' OF LOT 1 LESS S 861/4' BLK 80 ATOKA CITY			
S86 1/4' LOT 1 BLK. 80 ATOKA CITY			
S2 LOT 2 BLK. 80 ATOKA CITY			
N2 LOT 2 BLK. 80 ATOKA CITY 105 N CALIF			
ALL BLOCK 81 ATOKA CITY			
W100' LOT 1 BLK. 83 ATOKA CITY			
E15' LOT 1 & W50' LOT 4 BLK. 83 ATOKA CITY			
E15' LOT 2 & W40' LOT 3 BLK. 83 ATOKA CITY			
W100' LOT 2 BLK. 83 ATOKA CITY			
E75' LOT 3 BLK. 83 ATOKA CITY			
E65' LOT 4 & W 50' OF LOT 6 & W 10' OF LOT 5 BLK 83 ATOKA CITY			
LOT 5 BLK 83(LESS W 10') ATOKA CITY			
LOT 6 LESS (W50') BLK. 83 ATOKA CITY			
LOT 7 LESS (W20') BLK. 83 ATOKA CITY			
LOT 8 & W20' LOT 7 BLK. 83 ATOKA CITY			
N2 OF LOT 1(LESS WEST 75' OF N2 OF LOT 1) BLOCK 84 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
THE WEST 75' OF THE N2 OF LOT 1: BLOCK 84 ATOKA CITY			
S2 LOT 1 BLK 84 ATOKA CITY BK 673 PG 671 NAME IS MISPELLED			
N2 LOTS 2 BLK 84 ATOKA CITY 416 W. COURT S2 OF LOT 2 BLK 84 IN 15-2S-11E A C LANDS			
S2 OF LOT 2 BLOCK 84 ATOKA CITY			
N75' LOT 3 BLK 84 ATOKA CITY			
S90' OF LOT 3 BLK 84 ATOKA CITY			
ALL BLK 85 ATOKA CITY			
LOTS 1 & 2 & W2 OF LOTS 3 & 4: BLK 86 ATOKA CITY			
BEG. @ NE/C OF LOT 3: W65' S7.5', TO POB: TH S 46' E 56'N46'W56' TO POB; BEING OUT OF E 65' OF LOT 3 BLK 86 ATOKA CITY 208 MINNESOTA			
PART OF LOTS 3-7 & 8 COM 50' E FROM SW/C LOT 3 (N111.5' (E56' (N46' (E59' (157.5' (W115' TO BEG BLK 86 ATOKA CITY			
PART LOTS 5 & 6 BKL 86 ATOKA HIGHTS & PARTS OF VACATED MONTANA AVE. BEG. @ NE/C OF LOT 5, TH W 70' ,S 155' E 100' N155' W30' TO POB: &PT LOTS 6&7BLK86 ATOKA HGTS. & PT VACATED MONTANA AVE. BEG @ SE/C LOT 6 TH N 10' W70'S17.5' E 100' N 7.5' W 30 TO POB			
W80' OF LOTS 5 & 6 & W80' OF N7.5' OF LOT 7 & N115' OF E65' LOT 4 BLK 86 ATOKA CITY			
S75' OF E100' LOT 7 & E100' OF LOT 8 & W30' OF S157.5' MONT AVE ADD BLK 86 ATOKA CITY			
S2 LOT 1 BLK 87 ATOKA CITY			
N2 LOT 1 BLK 87 ATOKA CITY			
S2 OF LOT 2 BLK 87 ATOKA CITY			
N2 LOT 2 BLK 87 ATOKA CITY			
BEG AT NW/C OF LOT 1 (E95' (S110' W 95' N 110' TO POB. BLK 89 ATOKA CITY			
BEG AT PT 15'N OF SW/C LOT 1 (N75' (E//S LINE 95' (S//W LINE 75' (W// S LINE 95' TO BEG BLK 89 ATOKA CITY			
LOT 2 BLK 89 ATOKA CITY			
N58.50' OF E 100' LOT 1 BLK 90 ATOKA CITY			
S60' OF LOT 2 & ALL LOTS 3 LYING N OF N LINE SW SE NE SEC 15 2S 11E BLK 90 ATOKA CITY			
S17.5' LOT 1 & N40' LOT 2 BLK 90: BEG 58.50' S OF NE/C OF LOT 1, W 100', S 24', E 100', N 24') ATOKA CITY			
ALL LOT 3 LYING S & W OF BND LINE SW SE NE SEC 15 2S 11E BLK 90 ATOKA CITY			
LOT 4 LESS (56') BLK 90 ATOKA CITY			
W56' LOT 4 BLK 90 ATOKA CITY			
E75' LOT 5 BLK 90 ATOKA CITY			
W75' OF LOT 5 BLK 90 ATOKA CITY			
LOT 6 BLK 90 ATOKA CITY			
S75' LOT 7 BLK 90 ATOKA CITY			
W75' OF N25' OF LOT 7 & W 75' OF LOT 8 BLK 90 ATOKA CITY			
E75' LOT 8 & E75' OF N25' OF LOT 7 & W50' OF N 82.5' OF LOT 1 BLK 90 ATOKA CITY			
LOT 1 BLK 91 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
LOT 2 BLK 91 ATOKA CITY			
N70' OF S140' LOT 3 & S4.5' OF N60' LOT 3 BLK 91 ATOKA CITY			
S70' LOT 3 BLK 91 ATOKA CITY			
N55.5' OF LOT 3 BLK 91 ATOKA CITY			
N50' LOT 1 BLK 92 ATOKA CITY			
S50' LOT 1 BLK 92 ATOKA CITY			
S50' OF N100' OF LOT 1 BLK 92 ATOKA CITY			
LOT 2 BLK 92 ATOKA CITY			
LOT 3 BLK 92 ATOKA CITY			
BEG AT NE/C LOT 4 BLK 92 (W ALONG N LINE LOT 4 80' (S/LY//E LINE LOT 4 150' (ELY//N LINE LOT 4 80'(NLY ALONG E LINE LOT 4 150' TO BEG BEING 80' X 150' PT LOT 4 BLK 92 PT LOT 1 BLK 101 BLK 92 ATOKA CITY			
LOT 4 BLK 101 & BEG AT SW/C LOT 5 BLK 101 (ELY// 75' (N AT RT V 150'(W73' (S150' TO BEG BEING PT LOT 5 BLK 101 PT OF LOT 5 BLK 92 ATOKA CITY			
COM 30'W OF NE/C LOT 5 BLK 92 FOR POB (W82.3' (S/E LINE BLK 92 150' (E81.3' (N TO BEG BEING PT LOT 5 BLK 92 & PT LOT 5 BLK 101 ATOKA CITY			
W2 LOT 6 & E30' LOT 5 BLK 92 ATOKA CITY			
LOT 7 & E2 OF LOT 6 BLK 92 ATOKA CITY			
LOT 1 BLK 93 ATOKA CITY			
LOT 2 & E20' LOT 3 BLK 93 ATOKA CITY			
S50' OF W80' OF LOT 3: THE NORTHERLY 40' OF LOT 4: BLOCK 93 ATOKA CITY			
W80' LOT 3 LESS (S50' BLK 93 ATOKA CITY			
LOT 4: (LESS NORTHERLY 40 FEET) BLOCK 93 ATOKA CITY			
LOT 5 BLK 93 ATOKA CITY			
ALL OF LOT 6 BLK 93 ATOKA CITY			
W100' OF N120' BLK 54/94 TELLE ADD. AND ATOKA CITY			
S47.4' OF LOT 3 BLK 95 ATOKA CITY			
LOT 1 LESS (N108.5') BLK 95 ATOKA CITY			
N108.5' OF LOT 1 BLK 95 ATOKA CITY 501 S. CALIF			
LOT 2 BLK 95 ATOKA CITY			
N130.5' OF LOT 3 BLK 95 ATOKA CITY			
E58' OF LOT 2 & LOTS 1-8-9 & 10 & E43.3' LOT 7 BLK. 97 ATOKA CITY			
W6' LOT 3 & E74' LOT 4 & ALL OF THAT FRAC'L LOT 6 & W50' LOT 7 BLK. 97 ATOKA CITY			
E94' LOT 3 & W42' OF LOT 2 BLK. 97 ATOKA CITY			
W26' LOT 4 & LOT 5 BLK. 97 ATOKA CITY			
ALL E2 SE SE NW SEC. 14 2S 11E LYING S OF 1ST ST. BLK. 98 ATOKA CITY			
FRAC'L BLK. BLK. 100 ATOKA CITY			
ALL LOT 1 BLK 101 EXCEPT W 32' AND (LESS: A TRACT IN SE/C, OF LOT 1 BLK 101; TH W'RLY DIR. 34.1' MORE OR LESS TO PT, TH N'LY 2RIGHT ANGLES 100.8' YMORE OR LESS TO PT IN TH 10 AC SUB DIV LINE, TH S WITH SAID 10 AC SUB. DIV LINE TH S WITH SAID 10 A SUB			
E30' OF LOT 2 & W32' LOT 1 BLK. 101 ATOKA CITY			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
W62' OF LOT 2 BLK. 101 ATOKA CITY			
LOT 3 BLK. 101 ATOKA CITY			
ALL OF BLK. 102 ATOKA CITY			
S24' LOT 1 AND S64' LOT 2 & S124' OF N200' LOT 3 & ALL OF LOT 4 & N20' OF LOT 5 BLK. 104 ATOKA CITY			
N75' LOT 1 & E20' OF N75' LOT 2 BLK. 104 ATOKA CITY			
W60' OF N75' OF LOT 2: N75' LOT 3 MEASURED ALONG E SIDE THEREOF BLK. 104 ATOKA CITY			
LOT 5 BLK 104 LESS N 20': ALL FRAC'L BLK 200: BEG @ SE/C LOT 3 (NELY ALONG E SIDE LOT 3 37' (NWLY// N LINE LOT 3 TO PT IN W' LINE LOT 3 TO POB YBLK 104/200 ATOKA CITY			
LOT 1 & N30.5' LOT 2 BLK. 105 ATOKA CITY			
S82.5' LOT 2 BLK. 105 ATOKA CITY			
N 100' OF E 117.1/3' OF NW 1 A IN WEEKS SUB. WEEKS SUB DIVISION			
S108.7' OF E117 1/3' OF NW 1 ACRE OF WEEKS SUBDIVISION			
N100' OF 91 1/3' OF 1 ACRE TRACT IN WEEKS SUBDIVISION			
THE N104.7' OF S108.7' OF W91 1/3' OF NW 1 ACRE OF WEEKS SUBDIVISION			
LOT 1 & 2 & S50' OF LOT 3 & A PORTION OF SW SW SE LYING E OF E LINE OF WEEKS SUB. DIV. TO TOWN- SITE OF ATOKA & LYING W' OF W HWY. R/W OF US 69/75 AND LYING N OF A LINE DUE E FROM SE/C LOT 1 WEEKS SUB. DIV. TO THE W R/W LINE OF HWY. 69/75 LYING S			
LOTS 4 & 5 & 3 LESS (S50') WEEKS SUBDIVISION			
LOT 6 LESS (PT TO COCHRAN) WEEKS SUBDIVISION			
BEG AT PT NE/C LOT 6 (168.5'@R/W TO S LINE OF LOT (ETO SE/C OF LOT 6 (NE102.3' TO POB WEEKS SUBDIVISION			
LOTS 8 & 9 WEEKS SUBDIVISION MONTANA STREET			
LOT 10 & E8.7' OF LOT 21 WEEKS SUBDIVISION NORMA F LONG BENTLEY, F LEE COOPER, WILLIAM L POOLE JR			
LOT 11 WEEKS SUBDIVISION 1201 MONTANA AV.			
LOT 12 LESS (N73') & LOT 13 & WEEKS SUBDIVISION			
N58' OF LOT 12 WEEKS SUBDIVISION 1205 S. MONTANA			
LOTS 14 & 15 & E7.8' LOT 16 & N10' OF E108.7' OF W208.7' OF S208.7' OF SW SW SE WEEKS SUBDIVISION			
BEG 10'S OF SE/C LOT 14 WEEKS SUB. DIV. (S198.7' (W75'(N198.7'(E75' TO POB WEEKS SUBDIVISION			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
BEG 10'S & 56'E OF SW/C LOT 17 WEEKS SUB DIV. (S198.7'(E77.7'(N198.7' (W77.7' TO POB WEEKS SUBDIVISION			
LOT 17 & W48' LOT 16 & N10' OF W100' WEEKS SUB. OF S208.7' OF SW SW SE SECT. 15 2S 11E			
BEG 10'S OF SW/C LOT 17 WEEKS SUB. DIV. (S198.7' (E58'(N198.7'(W58' TO POB WEEKS SUBDIVISION 307 W 13TH			
LOT 18 & W48' OF LOT 19 & S4' OF W91 1/3' OF NW 1 ACRE OF WEEKS SUBDIVISION			
E4' LOT 19 & LOT 20 & W44' LOT 21 WEEKS SUBDIVISION			
NW SE SE LESS (N208.7' OF SW/C (E170' TO CENTER OF SANDY CR.(DOWN CENTER OF CR. N20°06'E 209.4'(N55° 53° E 145'(N0°39' 162.3' TO PT IN N LINE 371' E OF NW/C (W100.8' TO PT IN E R/W LINE ORIG. MKT RR FOLLOWING R/W SWLY TO W LINE NW SE SE 448' (S9			
N2 NW NE 15 2S 11E ATOKA CITY LANDS			
BEG AT NW COR. OF BLK 84 (W150'(S75' AT RTV DIST. 736' W OF E LINE LOT 2 BLK 84 (NELY//E LINE LOT 79.36' TO BEG 15 2S 11E ATOKA CITY LANDS			
BEG AT NW COR. OF LOT 2 BLK 84 (S254.20'WLY//1ST ST. 36'(SWLY90' TO N LINE OF 1ST ST. (NWLY88.70' (NELY//W LINE OF LOT 3 95.6'(NWLY75.47'(N122' (E100'(NELY79' TO POB BK 451 PG 737 15 2S 11E ATOKA CITY LANDS			
A TR OF LAND OUT OF SE NW NE BEG AT SW COR LOT 3 BLK 84 ATOKA HGTS. ADD (NWLY//N LINE OF FIRST ST IF EXTENDED 70'(N//W LINE BLK 84 90'(SELY//N LINE FIRST ST. 36'(SELY 95.4' TO POB 15 2S 11E ATOKA CITY LANDS			
NW SW NE 15 2S 11E ATOKA CITY LANDS			
BEG. @ SW/C OF SW SW NE, FOR SW/C E 20'; N 86'; E 120' TO W SIDE OF ATOKA CEMETERY, NE TO PT IN N LINE OF SD 10A TRACT, W 400'; S660'; S660' TO POB 15-2S-11E ATOKA CITY LAND ADD TO ATOKA			
S2 SW NE LESS (E2 SE SW NE TO ATOKA CITY)& LESS (BEG @ SW/C OF SW SW NE FOR A SW/C (E20' (N86' (E 120' TO W SIDE OF ATOKA CEMETERY (NE TO PT IN N LINE OF SAID 10 A TR (W 400' (S660' TO POB 15-2S-11E ATOKA CITY LANDS			
BEG AT SE COR OF W2 SE SW NE FOR POB (168' TO PT IN NELY DIR 240' TO PT 168' N OF SE COR (S 168' TO POB 15 2S 11E ATOKA CITY LANDS			
SE NW NE:NE SW NE LYING W OF SCHOOL PROPERTIES 15-2S-11E ATOKA CITY LANDS			
BEG @ SE/C OF NE SW NE (W 330' (N66' (W85' (N294' (N12°E 207' (N26°4' E180' (N32°35' E223.5' (N3°31'E 45'(SELY ALONG A LINE 169' (ALONG N LINE OF 1ST ST (IF EXTENDED) (S TO POB 15-2S-11E ATOKA CITY LANDS			
SW NW NE: 15-02S-11E HOME WEST 3RD.			
NE NW & 1 ACRE IN NW COR. NE SE NW: NW NW LESS (HWY) 15-2S-11E ATOKA CITY LANDS			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
NW SE NW & BEG AT NE COR. OF NE SW NW (W540'(S575' (E508'(S85'(E32'(N660' TO POB: NE SE NW LESS (1A NW COR.) & LESS 2 AC BEG 32' WEST OF SE COR OF NE SW NW TH N208.7' TH E 417.4' TH S 208.7' TH W417.4' TO POB.(LESS S 148' OF NE SE NW ATOKA CITY LANDS			
BEG AT 270' E OF NW COR. OF SW NW (E510'(S980' (W610' ALONG N BNDY ETHAN ALLEN ADD. (N01'38' 04" E DIST. 290' (W132.9' TO E R/W OF INDUST ACCESS RD. (N01'38' 04" E276.50'(N10 10' 9" E DIST. 101.98' (N12'27' 03" W20.37' TO CENT S.C.(MEANDERING NELY A			
BEG 50' E & 340' N OF SW COR. OF SW NW (E120'ALONG N BNDY ETHAN ALLEN ADD. (N01'38' 04" E29'(W132.9' TO E R/W INDUST RD (S01' 38' 04" W343' TO POB 15 2S 11E ATOKA CITY LANDS			
BEG @ SW/C OF THE S2 SW NW (E780' (N340' (W780' (S340' TO POB 15-2S-11E ATOKA CITY LANDS			
COM AT SW COR. OF SW NW (E779.5' FOR POB (N745' (E508.2'(S745'(W508.2' TO POB 15 2S 11E ATOKA CITY LANDS			
FROM SW COR OF NW SE NW TH EAST 176.4'TO POB. TH E 208.7' N 208.7' W 208.7 TH S 208.7'TO POB. SEC 15-2S-11E ATOKA CITY LANDS			
BEG AT SW COR OF SW SE NW N60' FOR POB (E100'(N660' (W100'(S660'): A STRIP IN SE SW NW BEG @ SE/C (W32' N660'(S32'(S660' TO POB. SEC. 15-2S-11E			
BEG AT PT 60' N OF SW COR OF SW SE NW (E100' FOR PT (E217'(N660'(W217'(S600'TO POB 15 2S 11E ATOKA CITY LANDS			
60' N & 188' W OF SE/C OF SW SE NW FOR POB TH W150' TH N200' TH E150' TH S200 TO POB ATOKA CITY LANDS SEC 15-2S-11E 6TH ST.			
SE SE NW: S 148' OF NE SE NW SEC 15-2S-11E ATOKA CITY LANDS			
EAST 32.3' OF S 208.7' OF NE SW NW: S 208.7' OF W 176.4' OF NW SE NW: SEC 15-2S-11E ATOKA CITY LANDS			
BEG 60'N OF SE/C OF SW SE NW FOR POB TH W188' TH N 200' TH W150' TH N400' TH E338' TH S600' TO POB ATOKA CITY LANDS SEC 15-2S-11E			
NW SW & W2 NE SW & NE NE SW LESS (1.95 ACRES HWY) 15 2S 11E ATOKA CITY LANDS			
N184.80' OF N2 SE NE SW 15-2S-11E ATOKA CITY LANDS			
S211' OF N400' OF SE NE SW LESS (103.3' OF S211' OF N400' OF SE NE SW) SEC 15-2S-11E ATOKA CITY LANDS			
BEG AT NE COR BLK 214 FH ADD (NE WITH CHOCTAW AVE. IF EXTENDED 63.5'(DUE N 200'(W TO S LINE OF SE NE SW TO W LINE OF SAID TR (S260'(E ALONG S LINE 10 ACRE TR TO POB 15 2S 11E ATOKA CITY LANDS			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
BEG AT SW COR. SE NE SW (N260'(E//TO S LINE 360' (S//TO W LINE 200'(W//TO S LINE 135.5'(N//W LINE 200'(E//S LINE 135.5' TO POB 15 2S 113 ATOKA CITY LANDS			
COM AT PT 260' N OF SW COR SE NE SW (E360' FOR POB (S200' TO N LINE OF NINTH ST (E ALONG & WITH N LINE 100' TO PT OF BEG BEING 100' E & W & 200' N & S 15 2S 11E ATOKA CITY LANDS			
W 50' OF N 200' OF E 200' OF S 260' OF SE NE SW 15 2S 11E ATOKA CITY LANDS			
COM 60' N & 100' W OF SE COR OF SE NE SW(N// ELINE OF 10 ACRES TR 200'(W50' (S 200' TO PT 60' N OF S LINE SE NE SW(50' POB 15 2S 11E ATOKA CITY LAND			
E103.3' OF S211' OF N400' OF SE NE SW SEC 15- 2S-11E ATOKA CITY LANDS			
W2 SW SW 15-2S-11E ATOKA CITY LANDS			
W2 NW SE SW : & NE SW SW 15 2S 11E ATOKA CITY LANDS			
SE SW SW LESS (W130' OF SE SW SW)LESS BK 588 PG 449 LESS BOOK 588 PG 447 SEC 15 2S 11E ATOKA CITY LANDS			
THE E320' OF NW SE SW 15 2S 11E ATOKA CITY LANDS			
W2 OF BLOCK 4 IN FAIN ADDITION IN SE SW 15-2S- 11E ATOKA CITY LANDS			
S2 OF SE SW LESS(W2 BLK 4 TO DORIS SUBDIVISION)& LESS (E132' OF THE SE SE SW) 15-2S-11E ATOKA CITY LANDS			
N190' OF E132' OF SE SE SW 15-2S-11E ATOKA CITY LANDS			
S130' OF N320' OF E132' OF SE SE SW 15-2S-11E ATOKA CITY LANDS			
N 95' OF W 65' OF E 172' OF S 328' OF SE SE SW 15 2S 11E ATOKA CITY LANDS			
E 67' OF N 120' OF S 340' OF SE SE SW 15 2S 11E ATOKA CITY LANDS			
COM 60' N OF SE/C OF SW4 (N160' (W67' (S160' TO PT 60' N OF SEC LINE E 67' TO BEG 15 2S 11E ATOKA CITY LANDS			
S 238.7' OF W 65' OF E 132' OF SE SE SW 15 2S 11E ATOKA CITY LANDS			
COMMENCING @ THE SW CORN OF THE SW4 OF SAID SEC 15 TH N89°10'36"E, ALONG THE S LINE OF SAID SEC 15, A DIST OF 838.56' TO POB, TH N00°50'24"W, A DIST OF 82.02' TH N89°10'36"E A DIST OF 59.76', TH S. 84°10'08"E A DIST OF 198. 19', TH N89°10'36"E A D			
W 180' OF SE SW SW SEC 15-2S-11E ATOKA CITY LANDS			
THE SOUTH 82.02' OF THE W 180' OF THE SE4SW4SW4 SEC 15-2S-11E			
COM AT PT IN E LINE OF SE NE SW 60' N OF SE COR (N200'(W100' (S200'(E 100' TO BEG 15 2S 11E ATOKA CITY LANDS			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
ALL S2 NE SW SE LYING WEST OF HIGHWAY #69 15 2S 11E ATOKA CITY LANDS			
A TR OF LAND IN SW COR. NE SW SE W SIDE HWY BEG. NE COR. 175' S(W95' N175' (E95' TO POB 15 2S 11E ATOKA CITY LANDS			
A TR IN 15-2S-11E ALONG HWY 69&75 BETWEEN JACK FORK TRADING POST AND ATOKA HOUSE OF DONUTS 130' X 75' ATOKA CITY LANDS			
ALL NE SW SE LINE E OF MKT RR. 15 2S 11E ATOKA CITY LANDS			
BEG AT SW COR. SE SW SE (E278.4'(N195'(N89*11' 22" E ALONG N R/W OF HWY 7 DIST. 218.56'(N29*11' 22" E ALONG WLY R/W DIST. 316.39'(W302.15'(N108.0' (W154'(S26*57'(W274.5' (E33.8'(S79* (E173.4' (S104.1' TO POB LESS (TR TO GRIFFIN & POOL .33A) 15 2			
COM AT THE NE CORNER OF SE OF SEC. 15-2S-11E S1*10'49"E 487.24: TH S 52*35'24"W A DIST. 32.03 TO POB. TH SW ALONG SAID LINE A DIST. OF 309.44' T O THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SE HAVING A RADIUS OF 5629.66', A CEN			
COM AT SW COR. OF SE4 (E687.8'(N29*09' 41" (E75.03' TO PT OF BEG (N89*11' 22" E85.29' (N62*37' 28" E111.8' (N89*11'22" E22.44'(N104' (79* W173.4'(W33.8'(S28* W ALONG E R/W HWY 69-75 DIST. 71.1'(S62* E 78.9' (S30*15' W DIST. 101.97' TO P			
BEG AT SW COR OF SW SE SE POB. TH N 360' TH E 200' TH SOUTH 360' TH WEST 200' (LESS HWY .18AC)			
BEG @ SW/C OF NW SE SE, TH N 208.7', TH E 104.35' FOR POB, TH E 104.35', TH S 208.7', TH W 104.35', TH N 208.7' TO POB SEC 15-2S-11E ATOKA CITY LANDS ADD TO AC			
A TR 200' E & W X 300' N & S IN NW COR SW SE SE 15 2S 11E ATOKA CITY LANDS			
BEG AT SE COR. SE SW SE (N115'(S89*11'22"(W24.48' (N29*11' 22" (E48.95' (S42.39' TO POB 15 2S 11 ATOKA CITY LANDS			
COMMENCING AT THE SW CORN OF THE SE4 OF THE SE 4 OF SAID SEC 15(THE SW CORNER BEING 542.16' W OF THE IN TERSECTION OF THE S SEC LINE AND THE W RT OF WAY LINE OF THE M.K.&T. RAIL WAY); TH N89*10'09"E ALONG THE S LINE OF SAID SE4, A DIST OF 218.16',TH			
S2 NE SE LYING S OF RR: SW/C OF SE SE, E 220', N 218.16' TO POB, E 442.16' N 32*E 779', N83*30'W 364', N6*30'E 208.7', S83* 30'E 208.7', S83*30'E 73' N6*05'E 421.5', W 304', S2*39'W 162.2', S55*53'E 14			
COM @ SW/C OF SW NE SE, TH N1*21'42"W 244.55', TH N 88*38'18"E 333.77' TO POB, TH N54*13'34"E 12.48 FT, TH N40*14'03" 49.58', TH S71*28'24"E 193.83' TO PT OF CURVATURE OF NON- TANGENT CURVE, CONCAVE TO SE, HAVING A RADIUS OF 5629.65' A CENTRAL ANGLE			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
ALL SE SE E OF ORIG MKT R/W & W OF MAIN LINE OF R/R LESS (FURR TR)(LESS COM @ SW/C OF NW SE SE E WITH S LINE 418.4' N 5°E 61', S 83°30'E 168.3' FOR POB, N6°30'E 208.7', S83°30'E 446.7' TO OT IN W FENCE LINE MKT R/W, S32°W 232' TO A PT IN MKT R/W FENCE L			
STARTING AT NE COR. OF SE SE(S323'(W141.5' TO POB (N83°30' W147.6'(S31°40' W162.8'(S83°30' E147.6' (N31°40'E162.8' TO POB 15 2S 11E ATOKA CITY LANDS			
COM AT SW COR. NW SE SE (E WITH S LINE 418.4'(N5° E61'(S83°30' E16°3' FOR POB (N6°30' E208.7' (S83°30' E446.7' TO POB (W TO FENCE LINE MKT R/R (32° W232' TO PT IN MKT R/R LINE (N83°30' W364.7' TO POB 15 2S 11E ATOKA CITY LANDS			
STRIP RUNNING THROUGH SE SE 15-2S-11E ATOKA CITY LANDS			
ALL E2 SE SE E OF MKT.RR LESS (120' X 200' IN SE/C & TR TO PERRY-EDWARDS- BOYCE & GREENWOOD) 15 2S 11E LESS BK 587 PG 755 ATOKA CITY LANDS			
A TR 120' N & S & 200' E & W IN SE COR SE SE SE 15 2S 11E ATOKA CITY LANDS			
A TR IN SE SE SE COM AT SE COR (W30' (N555' TO PT OF BEG (W150' (N50' E150' (S50' TO POB 15-2S-11E ATOKA CITY LANDS			
BEG AT SE COR. OF SEC. (W30'(N455' TO PT OF BEG (W150'(N100'(E150'(S100' POB LESS (50'X 150'BATTS) 15 2S 11E ATOKA CITY LANDS			
COM AT SE COR (W30'(N455' TO POB (W150'(N50'(E150' (S50' TO POB 15 2S 11E ATOKA CITY LANDS			
COM AT PT 30' W OF SE COR OF SEC. (N405' FOR POB (W150'(N50'(E150' TO PT 30' W OF E LINE OF SEC. (S50' TO POB 15 2S 11E ATOKA CITY LANDS			
A TR OF LAND OUT OF E2 SE SE COM AT SE COR OF SEC (W30' (N355' FOR POB (W150' (N43' (E150'(S43' TO POB 15 2S 11E ATOKA CITY LANDS			
TR OF LAND OUT OF E2 SE SE COM AT SE COR. OF SEC. 15 (W30'(N225' TO POB (W150'(N100'(E150'(S100' POB 15 2S 11E ATOKA CITY LANDS			
A TR LYING IN E2 SE SE BEG AT SE/C OF SEC BARE W DIST 30' (N205' FOR POB 30' W OF N & S SEC LINE (W150' (N50' (E150' (S50' TO POB 15-2S-11E ATOKA CITY LANDS			
A PART OF NE SW SE OF 15- 02S-11E, COMMENCING AT SE/C OF NE SW SE, TH S89°11 '51"W 172.59', TH N0°48'1 0"W 69.42' TO POB: TH N54 °53'21"W 137.28' TH N24°43'22"E 43.97' TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAV E TO THE SE, HAVING A R			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
COM AT PT E SIDE HWY 69- 75 30' FROM CENT. 60.6' E OF SW COR. OF SE4 (E81' (N30°15' 177.7'(N62° (W78.9'TO PT IN E R/W HWY (S28° W211.7' TO POB 15- 2S-11E ATOKA CITY LANDS LESS BK 587 PG 267			
COM @ NE/C SE SW SE BEING POB, TH ALONG E LINE S1° 18'56"E 271', TH S89°10' 52"W 303.71', TH N1°18'38 "W 108', TH S89°10'14"W 118.67' TO A PT ON E R/W OF HWY 69, TH ALONG E R/W N24°42'10"E 179.89", TH N89°00'37"E 118.99', TH N89°05'54"E 224.46' TO PO			
BEG ON W LINE OF NW SE SE @ A PT 208.7' N OF SW/C, TH E 170.7' TO A PT IN TH CTR OF SAND CREEK, TH DOWN CTR OF CREEK N20°06' E 209.4', N55°53'E 145', N2°39'E 162.2' TO A PT IN N LINE OF NW SE SEM 371' E			
A PART OF NE SW SE AND NW SE SE SEC. 15-2S-11E, COMM. AT SE COR OF NE SW SE TH N1°21'43"W 406.80' TH N88°38'17"E 96.66 TO POB. TH N40°10'23"E 197. .29'TH S 48°21'17"E 167. 53'TO THE POINT OF CURVAT URE OF A NONTANGENT CURVE , CONCAVE TO THE SE HAVI			
COM @ SW/C OF SW NE SE, TH S1°21'42"E 3.33' TH N 88°38'17"E 110.31' TO POB TH N40°10'23"E 101.83', TH S49°09'33"E 159.26' TO PT OF CURV OF A NON TANGEN CURVE, CONCAVE TO THE SE WITH A RADIUS OF 5629.65' A CENTRAL ANGLE OF 1°03' 32" & CHORD OF 104.04' B			
A PART OF NE SW SE AND NW SE SE COMMENCING AT SE/C OF NE SW SE, TH N1°21'43 "W 219.10', TH S 88°38'16 "W 58.67' TO POB: TH N52° 59'35"W 110', TH N69°03' Y1"W 56.15' TO THE POINT OF CURVATURE OF A NON- TANGENT CURVE, CONCAVE TO THE SE HAVING A RADIUS			
A PART OF NE SW SE, COM. AT SE/C OF NE SW SE, TH S89°11'51"W 228.42', TH S 0°48'08"E 9.06 TO POB. TH N55°52'09"W 120.09' TO THE EAST RWY OF HWY 69&75 TH N24°43'22"E ALONG SAID ROW 100', TH S54°53'21E 137.28; TO THE POINT OF CURVATURE OF A NON- TANENT			
A TRACT OF LAND SITUATED IN THE NE4 OF SE4, BEG AT A PT ON THE E R/W OF HWY THAT BEARS N 311.41' & E 342.62' FROM THE SW/C OF SW NE SE, TH WITH R/W & A CURVE TO THE LEFT WITH A RADIUS OF 1959.86' FOR A LENGTH 305.56' TH S75°47' 00"E 361.58' TO A PT ON TH			
A TRT BEG ON E R/W HWY 69 THAT BEARS N 494.10' & E 434.44' FROM SW/C OF SW NE SE, TH WITH R/W & A CURVE TO THE LEFT HAVING A RADIUS OF 1959.86' FOR Y LENGTH OF 100.99', TH S 75°47'00"E 361.58' TO A PT ON THE E R/W OF MKT RR TH ALONG R/W & A CURVE TO T			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
A TRACT OF LAND LYING BEHIND SONIC. LYING 210' NORTH AND SOUTH INCLUDING 60' STREET AND LYING 220' EAST AND WEST.(THIS IS A MADE UP LEGAL FOR TAXES). (LESS .25 AC TO ATOKA LAUNDRY MAT			
COM @ SW/C OF SW NE SE, TH N1*21'42"W 176.48', TH N88*38'18"E 273.76', TO POB, BEING PT OF CURVATURE OF NONTANGENT CURVE, CONCAVE OT NW, RADIUS OF 1740.72', CENTRAL ANGLE 2*33'50" & CHORD OF 77.88 FT BEARING N37*37'55"E, TH NE ALONG CURVE 77.89', T			
COM @ NE/C OF BLK 59 OF ORIGINAL TOWN OF ATOKA, ACCORDING TO RECORDED PLAT THEREOF SAID PT BE- ING POB, TH N52*34'18"E 72.67', TH N51*06'54"E 179.54', TH S71*46'28"E 237.18' TO PT OF CURVATURE			
SEE CARD FOR LEGAL DESCRIPTION SEC 15-2S-11E			
BEG AT PT 389'N (307'W(10 8'N OF SE/C OF SE SW SE FOR POB (W154',(S26*57'W 50'(S66*3'30"E 193.29' (N 123'TO POB SEC 15-2S-11E ATOKA CITY LANDS			
COM @ NE/C OF SE SW SE, S1*18'56"E 271', S89*10' 52"W 303.71', N1*18'36"W 106', S89*10'14"W 118.67' TO R/W HWY, E R/W N24*42' 10"E 179.89', N89*00'37"E 118.99', N89*05'54"E 224. 46' TO POB (LESS .20 AC T			
BEG @ NE/C OF SE SW SE, S1*18'53"E 271', S89*10' 54"W 303.71' TO POB, N01* 18'54"W 108', N89*10'09"E 80', S01*18'54"E 108', S89*10'54"W 80' TO POB SEC 15-2S-11E ATOKA CITY LANDS			
BEG @ SW/C OF NW SE SE, TH N 208.7', TH E 104.35' TH S 208.7', TH W 104.35' TO POB ATOKA CITY LANDS ADD TO ATOKA CITY ATOKA CITY			
BEG 2144.3' N OF SE/C SEC 15 AT THE S RR R-OF-W LINE, TH S 286.50' TH W 151.30' TH N 720 W A DIS. 175.50' TO RR R-OF-W TH NE'RLY ALONG S LINE OF YR R-OF-W LIN A DIS 394.40' TO POB 15-2S-11E ATOKA CITYLANDS			
BEG AT A POINT ON THE EAST LINE OF THE ABANDONE D MKT RAILROAD 1,495.06' (455.694 METERS) NORTH OF AND 1,755.92'(535,204 MET ERS) EAST OF THE SW COR O F SAID SE4 TH NORTHEASTER LY ALONG SAID PROPERTY LI NE A DIST OF 34.05'(10,37 8 METERS) TH S59*58"22'			
COM @ NE/C OF SE, TH S1* 10'49"E 239.30' TO POB, CONT'D S 247.94', S52*35' 24"W 32.03', N2*26'59"W 55.33', CONT'D N 64.31', N70*39'37"W 198.12', S65* 33'18"W 95.07', S88*06' 15"W 48.06', CONT'D W 22.			
BEG @ TH SE CORNER OF THE SE4 OF SEC 15, TH S89*10' 09"W ALONG THE S. LINE OF SAID SE4 A DIST OF 200' TH N01*06'56"W PARALLEL WITH THE E. LINE OF THE SE4SE4 S. A DIST OF 75' TO A PT ON THE PRESENT N. RT OF WAY OF ST HWY 7 AND THE P.O.B., TH S89*10'09"			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
LOT 1 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
LOT 2 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
LOT 3 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
LOT 4: N2 LOT 5 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
LOT 6: S2 LOT 5 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
W2 LOT 7: W2 LOT 8 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
E2 LOT 7: E2 LOT 8 BLOCK 201 FOLSOM HEIGHTS ATOKA CITY			
LOTS 9-10-11:12 BLK 201 FOLSOM HEIGHTS ATOKA CITY			
LOTS 1, 2, 3 & 4 BLK 202 FOLSOM HEIGHTS ADD			
LOTS 5 & 6 BLK 202 FOLSOM HEIGHTS			
LOTS 7, 8 & 9 BLK 202 FOLSOM HEIGHTS			
E78' LOT 10 & E 78' OF LOT 11 BLK 202 FOLSOM HEIGHTS ADD			
LOTS 10 & 11 LESS (W62' OF S46' LOT 11 & E78' LOTS 10 & 11) BLK 202 FOLSOM HEIGHTS ADD 803 WESTON			
W62' OF S46' OF LOT 11 BLK 202 FOLSOM HEIGHTS ADD			
LOTS 1 & 2 BLK. 203 FOLSOM HEIGHTS ADD.			
LOTS 3 BLOCK 203 FOLSOM HEIGHTS ATOKA CITY			
LOT 4 BLK. 203 FOLSOM HEIGHTS ADD.			
W155.3' OF LOTS 5, 6 & 7 BLK. 203 FOLSOM HEIGHTS ADD. HS WAS REMOVED			
502 WEST 6TH			
E 50' OF LOTS 5, 6 & 7 BLOCK 203 FOLSOM HEIGHTS ADDITION ATOKA CITY			
LOTS 1 & 2 BLK. 206 FOLSOM HEIGHTS ADD. 701 & 701 1/2 WESTON			
LOT 3 BLK. 206 FOLSOM HEIGHTS ADD. 703 WESTON			
LOT 4 BLK. 206 FOLSOM HEIGHTS ADD. 705 WESTON AVE.			
LOT 5 & E2 LOT 6 BLK. 206 FOLSOM HEIGHTS ADD.			
W2 LOT 6 BLK. 206 FOLSOM HEIGHTS ADD.			
LOTS 7, 8, 9 & 10 BLK. 206 FOLSOM HEIGHTS ADD.			
LOTS 11 & 12 BLK. 206 FOLSOM HEIGHTS ADD.			
LOTS 1 & 2 BLK. 207 FOLSOM HEIGHTS ADD. 701 S OREGON			
LOTS 3, 4 & 5 BLK. 207 FOLSOM HEIGHTS ADD.			
LOT 6 BLK. 207 FOLSOM HEIGHTS ADD.			
N2 LOT 8 & ALL OF LOT 7 BLK. 207 FOLSOM HEIGHTS ADD.			
S25' OF LOT 8 & LOT 9 BLK. 207 FOLSOM HEIGHTS ADD. 704 WESTON AVE.			
LOTS 10 & 11 BLK. 207 FOLSOM HEIGHTS ADD.			
LOT 12 BLK. 207 FOLSOM HEIGHTS ADD.			

RECORD OWNER	DEED BOOK	DEED PAGE	DESCRIPTION
LOTS 1 & 2 LESS (S2 LOT 2) BLK. 208 FOLSOM HEIGHTS ADD.			
LOT 3 & S2 LOT 2 BLK. 208 FOLSOM HEIGHTS ADD.			
LOT 4 BLK. 208 FOLSOM HEIGHTS ADD.			
LOTS 5 & 6 BLK. 208 FOLSOM HEIGHTS ADD. 1/12 INT EACH (11 INT.)			
LOT'S 5 & 6 1/12 INT ONLY BLK 208 FOLSOM HEIGHTS ADD TO ATOKA CITY			
LOTS 1 TO 6 INC BLK. 212 FOLSOM HEIGHTS			
LOTS 7, 8 & 9 BLK. 212 FOLSOM HEIGHTS			
LOTS 10, 11 & 12 BLK. 212 FOLSOM HEIGHTS			
LOT 1 & LOT 2 LESS (S10') BLK. 213 FOLSOM HEIGHTS			
LOT 3 & S10' LOT 2 BLK. 213 FOLSOM HEIGHTS			
LOTS 4 & 5 BLK. 213 FOLSOM HEIGHTS ADD.			
LOT 6 BLK. 213 FOLSOM HEIGHTS			
1011 OKLAHOMA ST			
THE EAST 63.50 FEET OF LOTS 8,9,AND 10 IN BLK213 OF FOLSOM HEIGHTS ADD.			
LOTS 8,9,AND 10 BLK 213 FOLSOM HEIGHTS ADDITION LESS E 63.50'			
LOTS 11 & 12 BLK. 213 FOLSOM HEIGHTS ADD.			
S2 OF BLK. 214 FOLSOM HEIGHTS ADD.			
N2 OF BLK. 214 FOLSOM HEIGHTS			
LOTS 1, 2 & 3 BLK. 215 FOLSOM HEIGHTS ADD.			
LOTS 11 & 12 BLK. 215 FOLSOM HEIGHTS ADD.			
W2 OF LOTS 1 & 2 BLK. 216 FOLSOM HEIGHTS ADD.			
E2 LOTS 1 & 2 BLK. 216 FOLSOM HEIGHTS ADD.			
N2 LOT 5 & LOTS 3 & 4 BLK. 216 FOLSOM HEIGHTS			
LOT 6 & S2 LOT 5 BLK. 216 FOLSOM HEIGHTS			
LOT 7 BLK. 216 FOLSOM HEIGHTS ADD.			
LOT 8 AND 9 BLOCK 216 FOLSOM HEIGHTS ATOKA CITY			
LOT 10 BLK. 216 FOLSOM HEIGHTS			
1106 CHOCTAW			
LOT 12 & S5' OF LOT 11 BLK. 216 FOLSOM HEIGHTS			
LOT 11 LESS (S5') BLK. 216 FOLSOM HEIGHTS			
N25' OF LOT 3 & LOTS 1 & 2 BLK. 217 FOLSOM HEIGHTS ADD.			
S25' OF LOT 3 & ALL OF LOTS 4, 5, AND 6 BLK. 217 FOLSOM HEIGHTS ADD. ATOKA CITY			
LOTS 7 & 8 BLK. 217 FOLSOM HEIGHTS			
LOTS 9, 10, 11, 12, 13 BLOCK 217 FOLSOM HEIGHTS ATOKA CITY			
LOT 1 BLK. 218 FOLSOM HEIGHTS ADD.			
LOTS 2 & 3 BLK. 218 FOLSOM HEIGHTS ADD.			
E 55' OF LOT 4 & 5 BLK 218 FOLSOM HEIGHTS			
E 55' OF LOTS 6 & 7 BLK 218 FOLSOM HEIGHTS			
W 85' OF LOTS 4 & 5 BLK 218 FOLSOM HEIGHTS ADD			
WEST 85 FT. OF LOT 6 & 7 FOLSOM HEIGHTS ADDN.			
BEG AT PT 140'E OF SW/C LOT 2 DUE N TO PT IN N LINE OF LOT 2 (E WITH N LINE LOT 2 TO NE/C THERE- OF (S WITH E LINE OF LOT 2 TO SE/C (W WITH S LINE YOT 2 TO PT OF BEG. & LOT 1 BLK. 220 FOLSOM HEIGHTS ADD.			

RECORD OWNER		DEED BOOK	DEED PAGE	DESCRIPTION
LOT 2 LESS (PT TO FOLSOM HEIGHTS	BLACKBURN) BLK. 220			
LOT 3 LESS (ST.)	BLK. 220 FOLSOM HEIGHTS			



Community Development Department

16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Final Plat for Union Square Addition.
Case No. FPL05-24 | Applicant: Royal Land Properties, LLC

Background: The subject property is located northeast of the intersection of E 45th Street and N Union Avenue in Section 31, Township 11 North, Range 4 East. The property is zoned C-2 (Regional Commercial District). The Preliminary Plat included approximately 11.952 acres and was approved in May 2024. The Preliminary Plat of Union Square Addition contained eight (8) lots and one (1) common tract. The City Commission reviewed and approved the Preliminary Plat after suggested changes made by staff were incorporated.

Discussion:

The proposed Final Plat was submitted by the applicant and reviewed by staff, which proposes the following revisions.

- Noting all cross-access easements as delineated on the copy of the proposed plat staff has marked up.
- Revise easements to note they are also drainage easements as shown on the marked-up copy of the proposed plat.
- Include the additional drainage easement near the northwest corner of the common area as noted by staff.

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient once the suggested revisions are included.
- The City Engineer, Community Development Director, and Fire Marshal are satisfied with the Final Plat when it includes the proposed revisions.

Alternatives:

- Approval of Case No. FPL05-24, for the Final Plat, Union Square Addition as presented by the applicant.
- Approval of Case No. FPL05-24, for the Final Plat, Union Square Addition as recommended

(including suggested revisions) by staff.

- Denial of the application for Case No. FPL05-24.
- Deferral of Case No. FPL0-24 with a request for additional and specific information to a certain date.

Financial Impact: Not applicable

Attachments: FPL05-24 PC to CC Record of Action, STAFF FPL05-24 Union Square Addition, 22411283-Union Square Addition Final Plat_9.16.2024 - Staff Review Notes, FPL05-24 Union Square Addition Application

Staff Recommendation: Conditional Approval of the item subject to the proposed revisions included in the staff report

RECORD OF ACTION

DATE: October 4, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: FPL05-24

REQUEST: Final Plat for Union Square Addition

Applicant: Royal Land Properties, LLC

Subject Property Address: 1303 West Farrall Street

Legal Description: Northeast of the intersection of E 45th Street and N. Union Avenue in Section 31, Township 11 North, Range 4 East.

Current Zoning: C-2 Regional Commercial **Requested Zoning:** N/A

Staff Recommendation: Approval with conditions outlined in the staff report

=====

Planning Commission Meeting Date: October 2, 2024

PC Recommendation: Approval

Conditions: See PC Staff Report

Vote: 7 -- 0 -- 0

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER	X		X			
JOHNSON			X			
REESE		X	X			
HAYES			X			
BARRETT(CHAIR)			X			
HEMBREE			X			



Planning Commission Meeting – October 2, 2024 – City of Shawnee, Oklahoma

Final Plat Application | FPL05-24 | Union Square Addition

=====

To: Shawnee Planning Commission
From: Rian Harkins, Community Development Director
Date: September 25, 2024
Subject: **Staff Report** – Consideration of a request for a Final Plat for Union Square Addition
Case No. **FPL05-24** | Applicant: Royal Land Properties, LLC

=====

Background: The subject property is located northeast of the intersection of E 45th Street and N. Union Avenue in Section 31, Township 11 North, Range 4 East. The property is zoned C-3 (Highway Commercial District). The Preliminary Plat included approximately 11.952 acres and was approved in May 2024. The Preliminary Plat of Union Square Addition contained eight (8) lots and one (1) common tract. The City Commission reviewed and approved the Preliminary Plat after suggested changes made by staff were incorporated.

Discussion:

The proposed Final Plat was submitted by the applicant and reviewed by staff, which proposes the following revisions:

- Noting all cross-access easements as delineated on the copy of the proposed plat staff has marked up.
- Revise easements to note they are also drainage easements as shown on the marked-up copy of the proposed plat.
- Include the additional drainage easement near the northwest corner of the common area as noted by staff.

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer, Community Development Director, and Fire Marshal are satisfied with the Final Plat with the proposed revisions

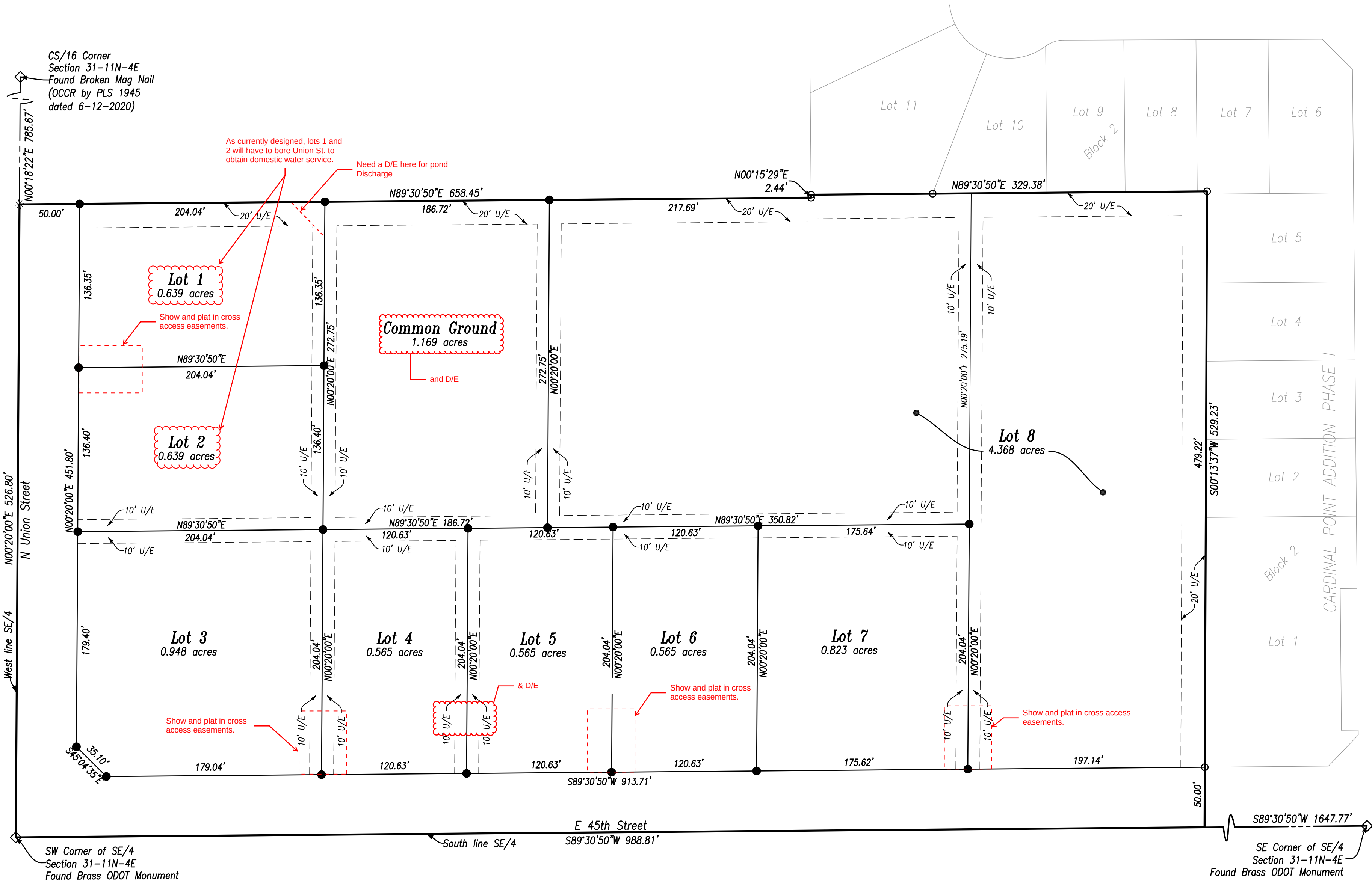
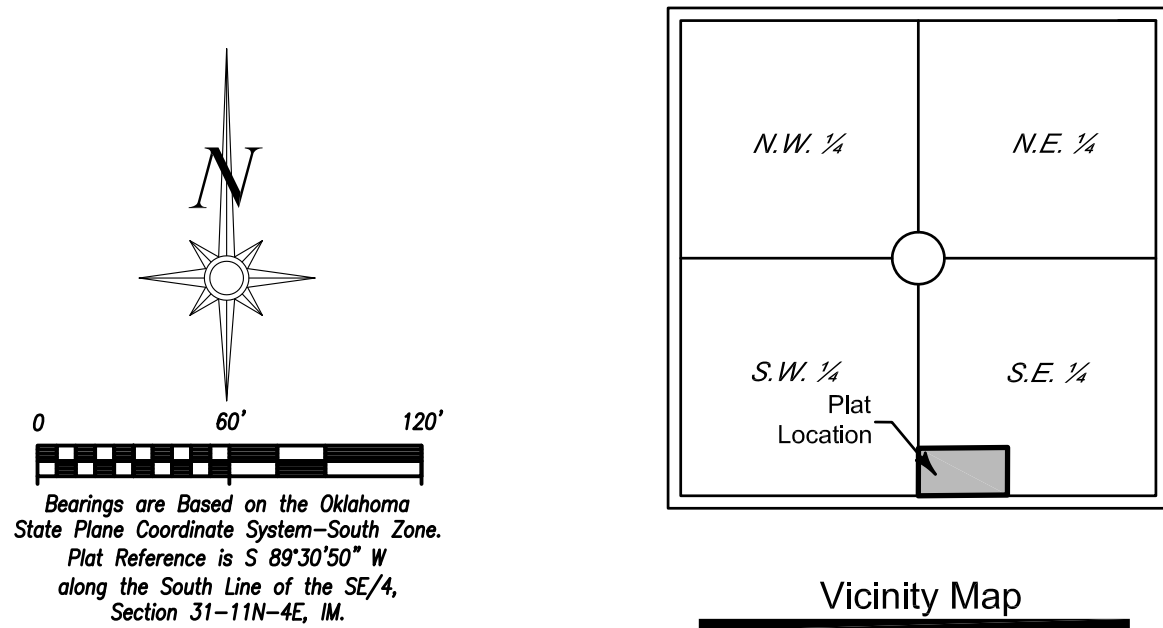
Alternatives:

- Recommending Approval of Case No. FPL05-24, for the Final Plat, Union Square Addition as presented.
- Recommending Approval of Case No. FPL05-24, for the Final Plat, Union Square Addition as recommended (including suggested revisions).
- Recommending Denial of the application for Case No. FPL05-24.
- Recommending Deferral of Case No. FPL0-24 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **CONDITIONAL APPROVAL** of **FPL05-24** for the Final Plat, Union Square Addition with the suggested revisions.

This application will be heard at the City Commission meeting on Monday, October 21, 2024, at 6:00 p.m. in the City Hall Commission Chambers.

FINAL PLAT OF:
UNION SQUARE ADDITION
PART OF THE SOUTHEAST QUARTER,
SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST, I.M.,
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That ROYAL LAND PROPERTIES L.L.C., an Oklahoma Limited Liability Company does hereby certify that it is the owner of and the only person, firm, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that it has caused the same to be surveyed and platted, and that it hereby dedicates all the streets and utility easements shown hereon to the public for the purposes of streets, utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances except as shown on the bonded abstracter's certificate.

In witness whereof, the undersigned have caused this instrument to be executed this ____ day of _____, 2024. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE §

Before me, the undersigned a notary public, in and for said County and State, on this ____ day of _____, 2024, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of said company, 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 said company, for the purposes herein set forth.

My Commission Expires _____ Notary Public

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Shawnee, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on this ____ day of _____, 2024.

Chairman

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmaturred installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land on the final plat of UNION SQUARE ADDITION on this ____ day of _____, 2024.

City Clerk

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

Be it resolved by the Council of the City of Shawnee, Oklahoma that the dedications of streets and utility easements shown on the final plat of UNION SQUARE ADDITION are hereby accepted. Adopted by the Council of the City of Shawnee, Oklahoma on this ____ day of _____, 2024.

City Clerk Mayor

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 31, Township 11 North, Range 4 East, I.M., in Shawnee, Pottawatomie County, Oklahoma, more particularly described as follows: BEGINNING at the Southwest Corner of said Southeast Quarter; THENCE N 00°20'00" E, along the west line of said Southeast Quarter, a distance of 526.80 feet; THENCE N 89°30'50" E a distance of 658.45 feet; THENCE N 00°15'29" E a distance of 2.44 feet to the southwest corner of CARDINAL POINT ADDITION, a subdivision of record in Pottawatomie County, Oklahoma; THENCE N 89°30'50" E, along the south line of said CARDINAL POINT ADDITION, a distance of 329.38 feet; THENCE S 00°13'37" W, along the west line of said CARDINAL POINT ADDITION, a distance of 529.23 feet to the south line of said Southeast Quarter; THENCE S 89°30'50" W, along the south line of said Southeast Quarter, a distance of 988.81 feet to the POINT OF BEGINNING, containing 11.970 acres more or less.

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year ____ and prior years on the land shown on the final plat of UNION SQUARE ADDITION that the required statutory security has been deposited in the office of County Treasurer guaranteeing payment of the current years taxes. In witness whereof, said County Treasurer has caused this instrument to be executed at the City of Shawnee, Oklahoma on this ____ day of _____, 2024.

County Treasurer

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, a duly qualified and lawfully Bonded Abstracter of titles in and for the County of Pottawatomie, State of Oklahoma, hereby certifies that the records for said County show that the land shown on the final plat of UNION SQUARE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma is vested in ROYAL LAND PROPERTIES L.L.C., an Oklahoma Limited Liability Company. All lands described and referred to are unencumbered by pending actions, judgments, liens, mortgages, taxes and other encumbrances, EXCEPT oil, gas and other mineral leases and interests which have been previously conveyed and easements and general mortgages of record.

Executed this ____ day of _____, 2024

_____, for _____
Vice President Old Republic Title Company of Oklahoma

LAND SURVEYOR'S CERTIFICATE

I, Kent Mace, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and the final plat of UNION SQUARE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, represents a survey made under my supervision on the ____ day of _____, 2024, and the monuments shown thereon exist and their positions are correctly shown, and this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of licensure for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statute.

Kent Mace, PE, LS - LS #1873

STATE OF OKLAHOMA, COUNTY OF CLEVELAND §

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kent Mace, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the ____ day of _____, 2024.

My Commission Expires _____ Notary Public

DATE PREPARED:

8/12/2024

OWNERS:

Royal Land Properties L.L.C.,
1805 Pecan Crossing Drive
Shawnee, OK 74804

LAND SURVEYORS:



5744 Huettner Court, Ste. 100
Norman, OK 73069
Telephone: (405) 872-7594
Email: kent@mbls.us

Certificate of
Authorization
No. 8137

LEGEND

- | | | | |
|--------|-----------------------------|-----------------------------|----------------------|
| ■ | PERMANENT MONUMENT-SET 5/8" | —○—○—○— | FENCE |
| ● | IRON PIN WITH ALUMINUM CAP | — — — — | SECTION LINE |
| ● | SET 1/2" IRON PIN WITH | — — — — | QUARTER SECTION LINE |
| ● | CAP "MACBAX CA 8137" | — — — — | BOUNDARY LINE |
| ● | SET MAG NAIL WITH | — — — — | LOT LINES |
| ● | SHINER "MACBAX CA 8137" | — — — — | EASEMENT LINES |
| ▲ | SET COTTON SPINDLE WITH | U/E = UTILITY EASEMENT | |
| ▲ | SHINER "MACBAX CA 8137" | D/E = DRAINAGE EASEMENT | |
| ✱ | FOUND MAG NAIL WITH | L/E = LANDSCAPE EASEMENT | |
| ✱ | FOUND IRON PIN | PED/E = PEDESTRIAN EASEMENT | |
| ◇ | FOUND PLSS MONUMENT | B/L = BUILDING LINE | |
| ~1000~ | ADDRESS | ROW = RIGHT OF WAY | |

FINAL PLAT APPLICATION



Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-
1587 www.ShawneeOK.org

For Office Use Only

Case Number:	<u>FPL 05-24</u>
Project Number:	<u>20241291</u>
Date Filed:	<u>8-27-24</u>
Amount Paid:	<u>\$252.00</u>
Receipt No.:	<u>5548</u>

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT Kent Mace
APPLICANT ADDRESS 5744 Huettner Ct., Ste. 100 Norman, OK 73069
APPLICANT PHONE NUMBERS 405-872-7594
EMAIL ADDRESS Kent@MBLS.US
NAME OF PLAT Union Square Addition
LOCATION NE Corner of N. Union Street and E 45th Street
NUMBER OF ACRES 11.970 NUMBER OF LOTS 8 + 1 common

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 9 27.00
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST 252.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Royal Land Properties, LLC
ADDRESS 1805 Pecan Crossing Drive Shawnee, OK 74804
CONTACT NUMBERS Katie Landes -
EMAIL ADDRESS Katie.Landes@yahoo.com landes_andrew@yahoo.com

PROJECT ENGINEER INFORMATION:

NAME Kent Mace - MacBox Land Surveying, PLLC
ADDRESS 5744 Huettner Ct., Ste 100
CONTACT NUMBERS 405-872-7594
EMAIL ADDRESS Kent@MBLS.US

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING



Permit #: 20241291

Permit Type:

Address: N UNION & E 45TH

City: SHAWNEE

State: OK

Zip: 74804

Owner: ROYAL LAND PROPERTIES LLC

Owner Address: 1805 PECAN CROSSING DR

Owner City: SHAWNEE

Owner State: OK

Owner Zip: 74804

Owner Phone:

Owner Email:

Receipt #: 5548

Date: 08/27/2024

Paid By: MACBAX LAND SURVEYING, PLLC

Description:

Payment Type: Check

Payment Type Description: 1515

Accepted By: Sandi Rehagen

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Final Plat Applications - 2 acre Lots or greater	Planning	Enter number of Lots	9.00	252.00	252.00
				Total:	\$252.00

August 27, 2024

City of Shawnee

Re: **UNION SQUARE ADDITION FINAL PLAT**

We are submitting the Final Plat for approval to the City of Shawnee.

Included:

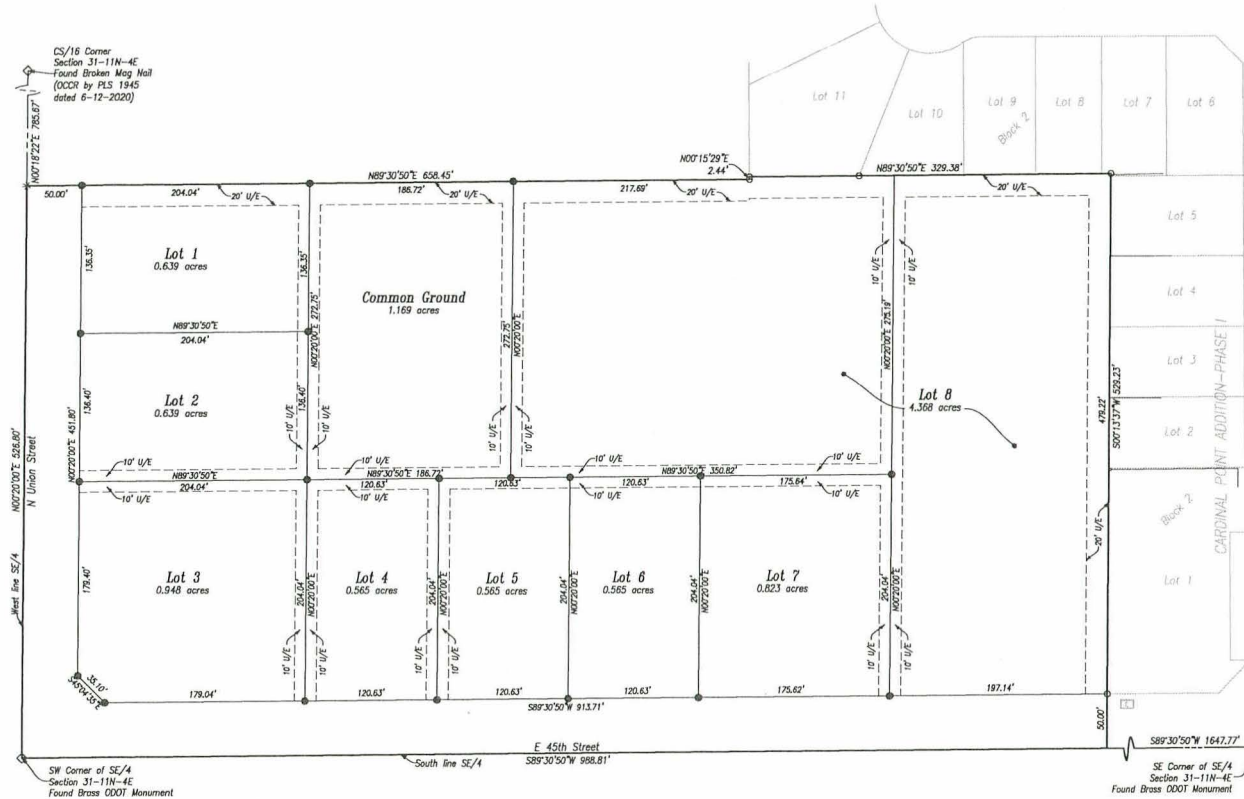
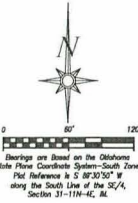
6-24"x36" copies of the plat
1-8-1/2"x14" copy of the plat
2-24"x36" copies of the construction drawings
2-Storm Drainage Reports
1-Application
1-Check for Application Fee

Sincerely,



Kent Mace, PE, PLS
MacBax Land Surveying, PLLC

FINAL PLAT OF:
UNION SQUARE ADDITION
PART OF THE SOUTHEAST QUARTER,
SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST, I.M.,
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



DATE PREPARED:

8/12/2024

OWNERS:

Royal Land Properties L.L.C.
1805 Pecan Crossing Drive
Shawnee, OK 74804

LAND SURVEYORS:

MBSL
MacBax Land Surveying, PLLC
civil engineering & land surveying
5744 Huettner Court, Ste. 100
Norman, OK 73069
Telephone: (405) 872-7594
Email: kent@mbpls.us
Certificate of
Authorization
No. 8137

LEGEND

- PERMANENT MONUMENT-SET 5/8\"/>

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That ROYAL LAND PROPERTIES L.L.C., an Oklahoma Limited Liability Company does hereby certify that it is the owner of and the only person, firm, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that it has caused the same to be surveyed and platted, and that it hereby dedicates all the streets and utility easements shown hereon to the public for the purposes of streets, utilities and drainage, for their heirs, executors, administrators, successors and assigns forever, and have caused the same to be released from all encumbrances except as shown on the bonded abstractor's certificate.

In witness whereof, the undersigned have caused this instrument to be executed this ____ day of _____, 2024. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE §

Before me, the undersigned a notary public in and for said County and State, on this ____ day of _____, 2024, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of said company, 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 said company, for the purposes herein set forth.

My Commission Expires _____ Notary Public: _____

CITY PLANNING COMMISSION APPROVAL

I, _____ Chairman of the City Planning Commission for the City of Shawnee, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on this ____ day of _____, 2024.

Chairman _____

CERTIFICATE OF CITY CLERK

I, _____ City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatruled installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land on the final plat of UNION SQUARE ADDITION on this ____ day of _____, 2024.

City Clerk _____

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

Be it resolved by the Council of the City of Shawnee, Oklahoma that the dedications of streets and utility easements shown on the final plat of UNION SQUARE ADDITION are hereby accepted. Adopted by the Council of the City of Shawnee, Oklahoma on this ____ day of _____, 2024.

City Clerk: _____ Mayor: _____

LEGAL DESCRIPTION

A part of the South Shawnee, Pottawatomie BEGINNING at the E. along the west line 89°30'50\"/>

COUNTY TREASURER

I, _____ Treasurer of Pottawatomie County, Oklahoma, do hereby certify that all taxes are paid for the SQUARE ADDITION. The County Treasurer guarantees the County Treasurer has caused this instrument to be recorded on this ____ day of _____, 2024.

County Treasurer _____

BONDED ABSTRACT

The undersigned, a duly licensed land surveyor in the State of Oklahoma, do hereby certify that the land shown on the final plat of UNION SQUARE ADDITION is vested in the lands described and referred to and that there are no other encumbrances previously conveyed and recorded in the public records of said County and State.

Executed this ____ day of _____, 2024.

Vice President _____

LAND SURVEYOR

I, Kent Mace, do hereby certify that the plat of UNION SQUARE ADDITION was surveyed under my supervision and that the monuments shown thereon conform to the Minimum Standards for Professional Engineers as set forth in Title 11 Section 41-108 of the Oklahoma Statutes.

Kent Mace, PE, LS - L.S. 8137

STATE OF OKLAHOMA

Before me, the undersigned a notary public in and for said County and State, on this ____ day of _____, 2024, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument on behalf of said company, 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 said company, for the purposes herein set forth.

My Commission Expires _____



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: Board of City Commissioners
From: Kimberly Smith, Finance Director
Subject: Consideration of the following budget amendments for Fiscal Year 2024 – 2025:

Background: A total budget amendment in the amount of \$145,304 across several funds should be considered.

Fire Department Donations – In prior fiscal years, the Fire Department received donations to support the Fire Clown Program. City staff is requesting that prior-year donations be appropriated for use in Fiscal Year 2024-2025 for the purpose of covering costs associated with the Fire Clown Program. The amount for appropriation is as follows:

- \$2,305.00 – Fire Department, Other Materials & Supplies

Parks & Recreation Donations – In prior fiscal years, the Parks & Recreation Division received donations to support the Fitness Program. City staff is requesting that prior-year and current-year donations be appropriated for use in Fiscal Year 2024-2025 for the purpose of covering costs associated with the Fitness Program. The amount for appropriation is as follows:

- \$2,553.52 – Parks & Recreation Division, Other Materials & Supplies

Avedis Foundation Grant – In October 2024, the City of Shawnee was awarded a grant from the Avedis Foundation for construction of two splash pads. One at Optimist and one at Boy Scout Parks. To expend funds from the grant award, the staff is recommending this grant revenue be appropriated for Fiscal Year 2024-2025. The amount for appropriation is as follows:

- \$191,000.00 – Capital Outlay - Buildings & Improvements

Financial Impact: See Budget Amendment

Attachments:

Staff Recommendation: Approval of the item

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Approved by the City Commission this

Approved:

City Clerk

Page 525 of 548

**CITY OF SHAWNEE
2024-2025 BUDGET AMENDMENT
GIFTS & CONTRIBUTIONS**

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
706	5-1122-52500			OTHER MATERIALS & SUPPLIES	-	2,553.52	2,553.52
					-	-	-
					-	2,553.52	2,553.52

Approved by the City Commission this

Explanation of Budget Amendment:

To fund expenditures for Fitness Program using current & prior year donations.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

**CITY OF SHAWNEE
2024-2025 BUDGET AMENDMENT
GIFTS & CONTRIBUTIONS**

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	41090			AVEDIS GRANT	-	191,000.00	191,000.00
				Total	-	191,000.00	191,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0940-54200			CAPITAL OUTLAY-BLDGS & IMPRV	-	191,000.00	191,000.00
					-	-	-
					-	191,000.00	191,000.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate grant revenue for capital expenditures in FY25.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: October 21, 2024
To: City Commission
From: Kimberly Smith, Finance Director
Subject: October 2024 Sales and Use Tax Deposit

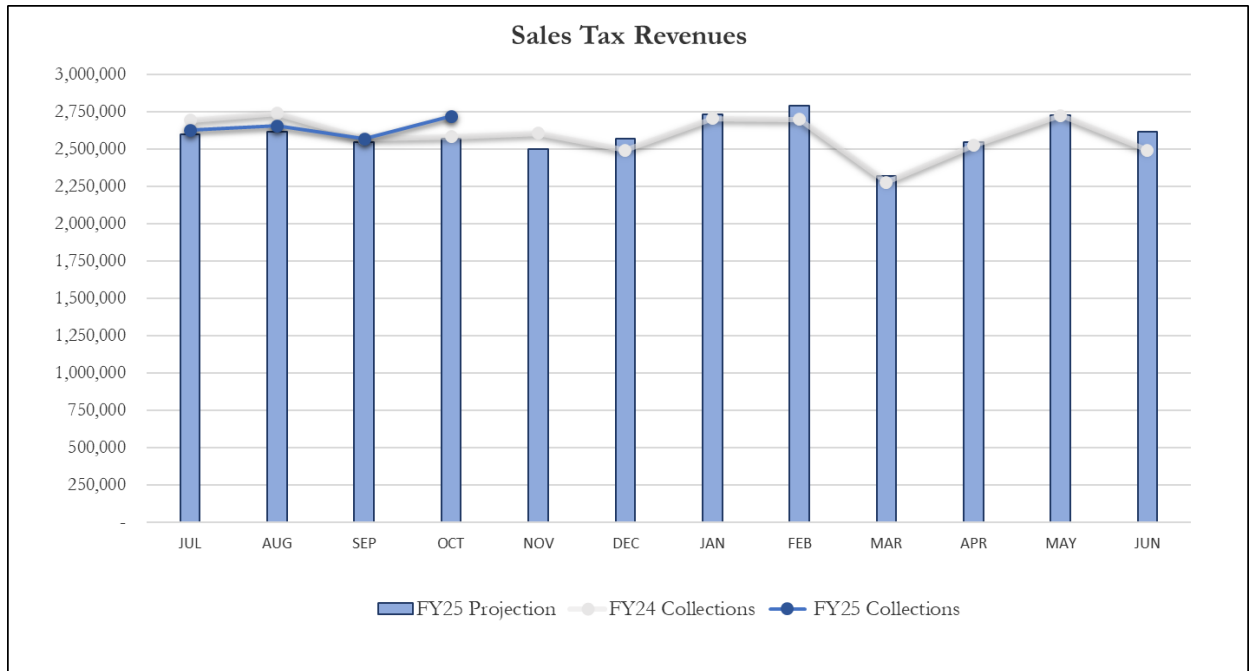
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in October consist of September estimates and August final reported collections. Any taxes collected for months prior to August will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The October sales tax deposit was \$2,718,641.59 including interest of \$3,660.48, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,359,320.80
2018 Capital Improvements Fund	339,830.20
Capital Improvements Fund	263,368.40
Street Improvements Fund	297,351.42
Economic Development Fund	33,983.02
Police Sales Tax Fund	42,478.77
Fire Sales Tax Fund	42,478.77
2023 Capital Improvements Fund	<u>339,830.20</u>
Total Sales Taxes Collected	<u><u>\$ 2,718,641.59</u></u>

- Finance Department Report - Sales and use tax collections totaled \$3,148,131.96 for October 2024. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up \$237,255 or 2.30%, over the projected budget year-to-date, across 8 funds. Use tax collections are down \$92,437 or 5.95%, below the projected budget year-to-date.

○ Fiscal Year 2025 Sales Tax Collections and Performance:

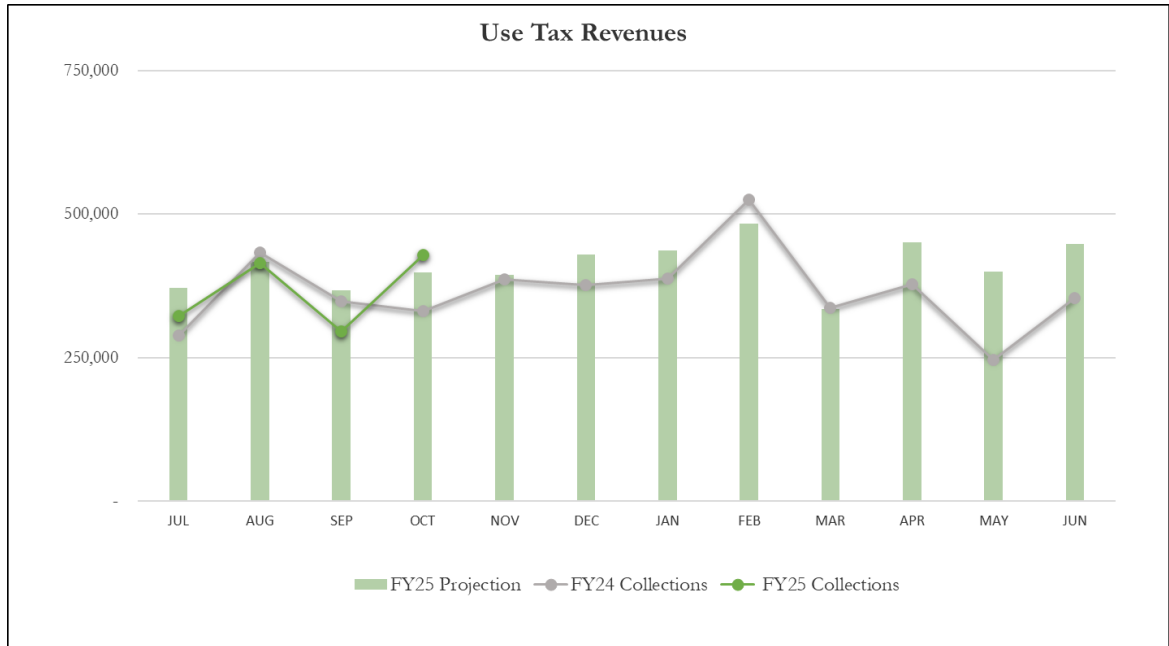


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - October 2024	\$ 2,569,535	\$ 2,718,642	\$ 149,107	5.80%
Sales Tax Receipts (year-to-date):	\$ 10,328,281	\$ 10,565,536	\$ 237,255	2.30%

	October 2023	October 2024	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,583,507	\$ 2,718,642	\$ 135,134	5.23%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 10,581,754	\$ 10,565,536	\$ (16,218)	-0.15%

○ Fiscal Year 2025 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - October 2024	\$ 398,165	\$ 429,490	\$ 31,326	7.87%
Sales Tax Receipts (year-to-date):	\$ 1,554,366	\$ 1,461,929	\$ (92,437)	-5.95%

	October 2023	October 2024	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 331,572	\$ 429,490	\$ 97,919	29.53%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,400,676	\$ 1,461,929	\$ 61,254	4.37%

○ Fiscal Year 2025 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

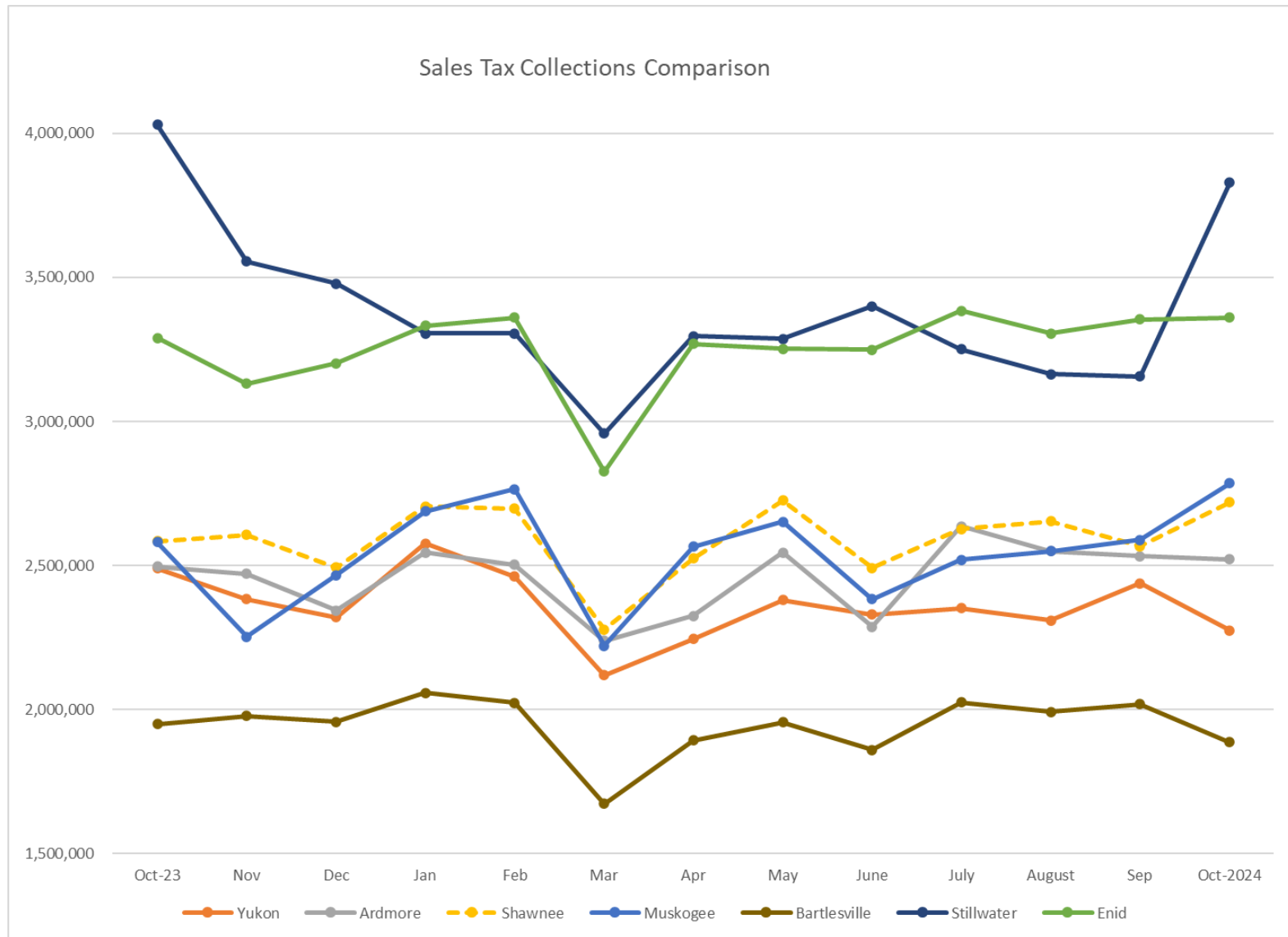
Sales Tax Above/(Below) Projections: \$ 118,627

Use Tax Above/(Below) Projections: \$ (123,762)

Appropriated:

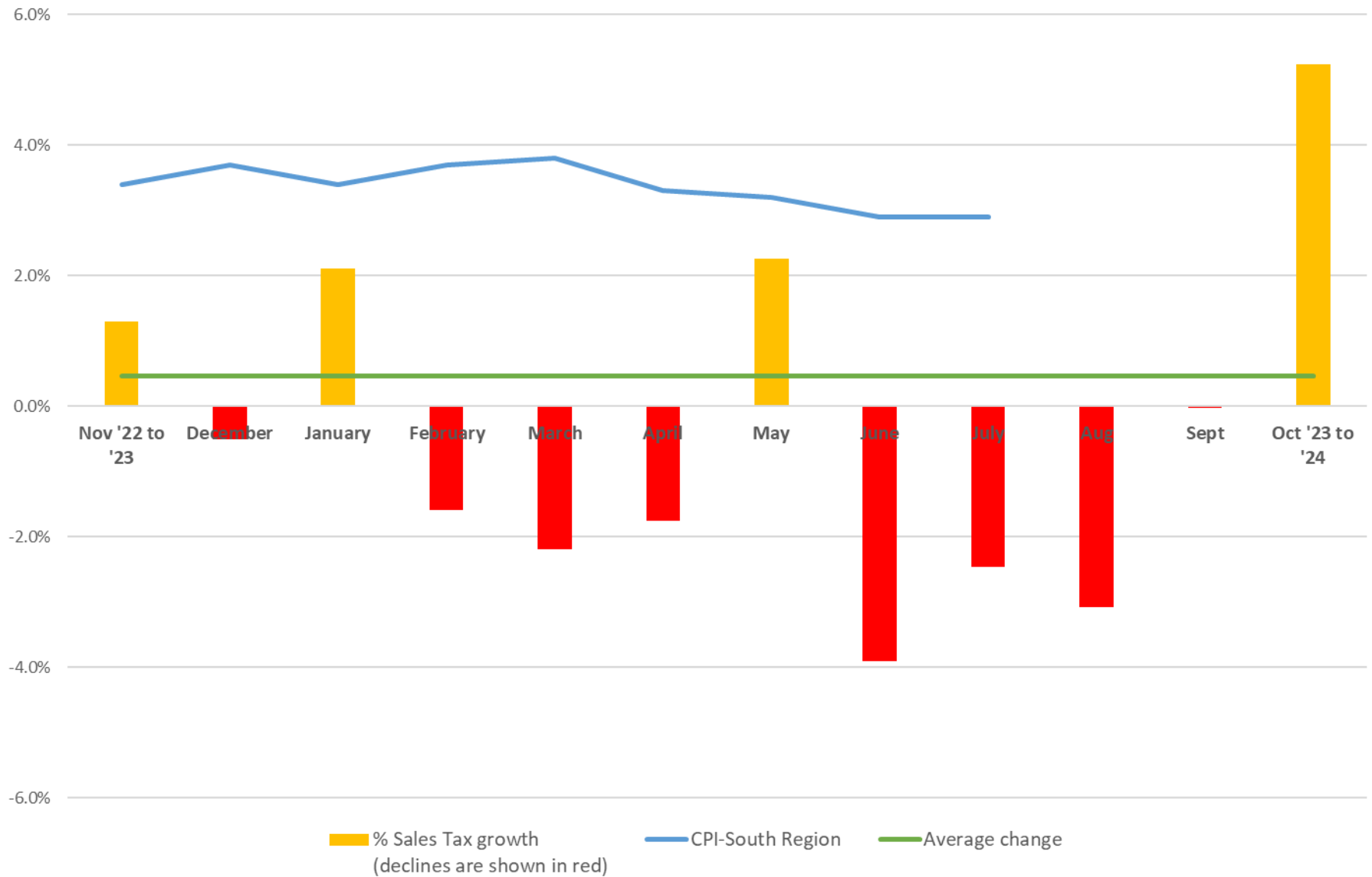
Total Appropriated \$ -

Total Unappropriated: \$ (5,135)



	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

Year over Year Sales Tax Growth by Month



How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

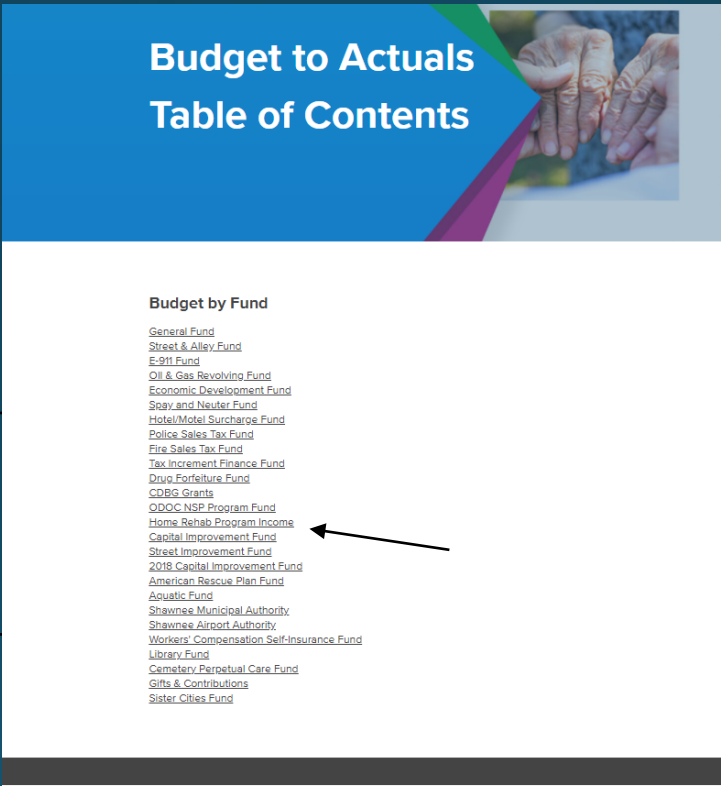
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

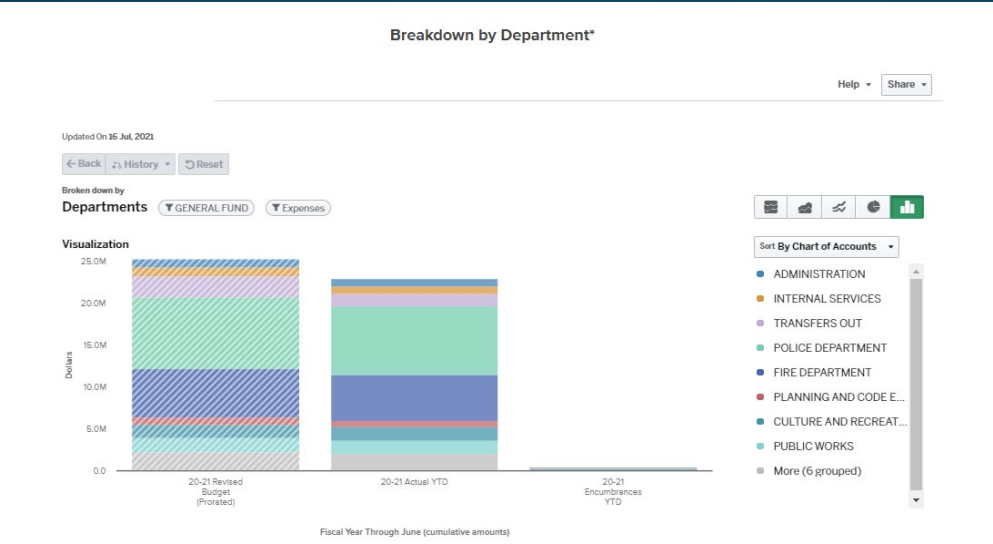


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

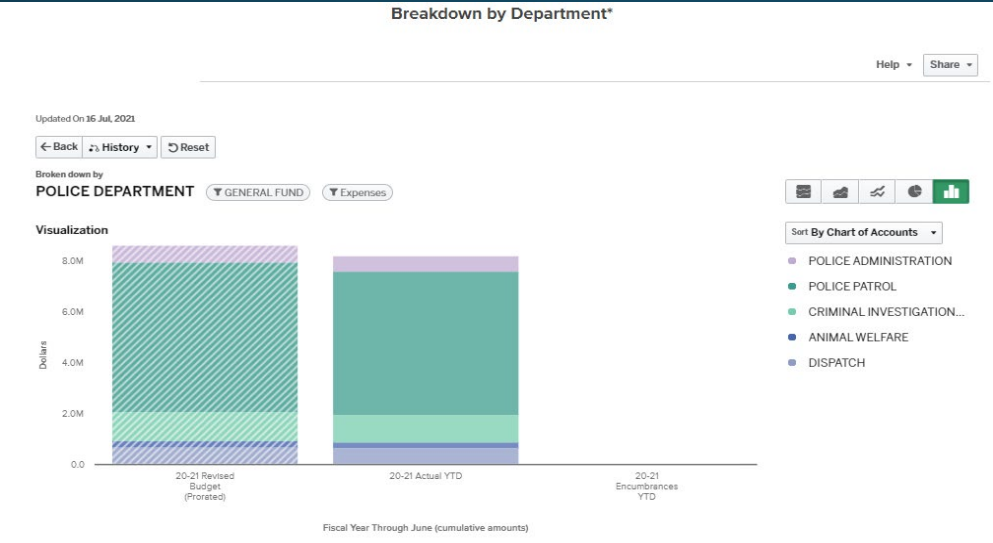
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

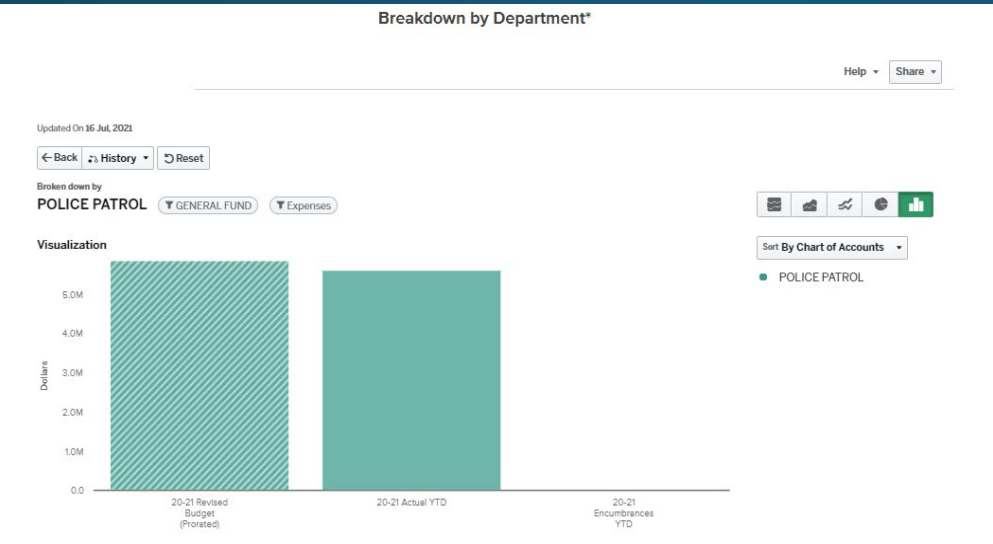
Initial View



Department Level

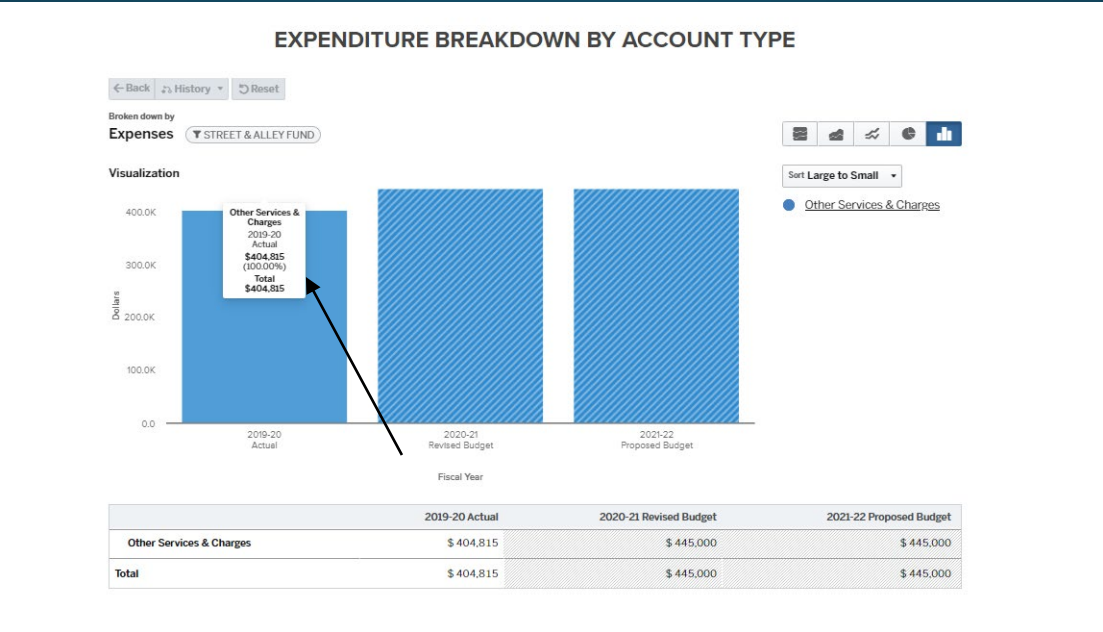


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

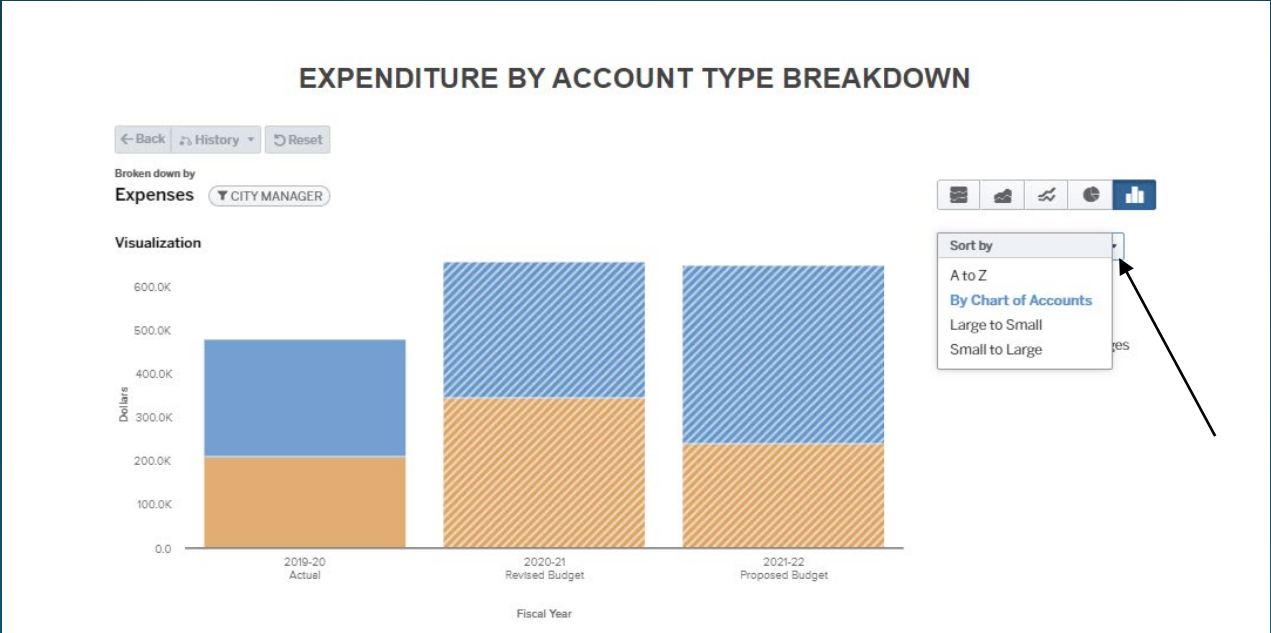


Sorting

Graphs may be sorted four ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.

2018 Half-cent Sales Tax Update

October 7, 2024

Kimberly Smith, Finance Director/Treasurer



Kids Space Park Amenities			
1	New 30' x 40' Picnic Shelter	13	2-5 Play Area
2	Cornhole Gaming Area (Syn. Turf)	14	Berm Play Area
3	Horseshoe Gaming Area	15	Motion Swing
4	Multi-Sport Court	16	Concussion



2018 Sales Tax Election

- **“Proposition #4”** passed on June 26, 2018
- **Added 0.5% to existing sales tax**
- Revenue allocated for **capital improvements**
 - Public Safety: 0.125% sales tax or 25% of total
 - Streets/Roads: 0.125% sales tax or 25% of total
 - Parks/Public Facilities: 0.25% sales tax or 50% of total

Investment Updates

\$22.4 million in Sales Tax Collections

- Through October 2024 collections

\$24.6 million invested in Community Projects

- Through September 2024
- \$3.8 million spent in FY24
- \$2.5 million spent in FY25

Investment Updates – 1st Qtr. FY25

\$1.893 m	Pressure Pave (Streets Master Plan)
\$588 k	Senior Center Roof
\$10 k	Fire Station #3 Remodel
\$8 k	Library Roof & Remodel

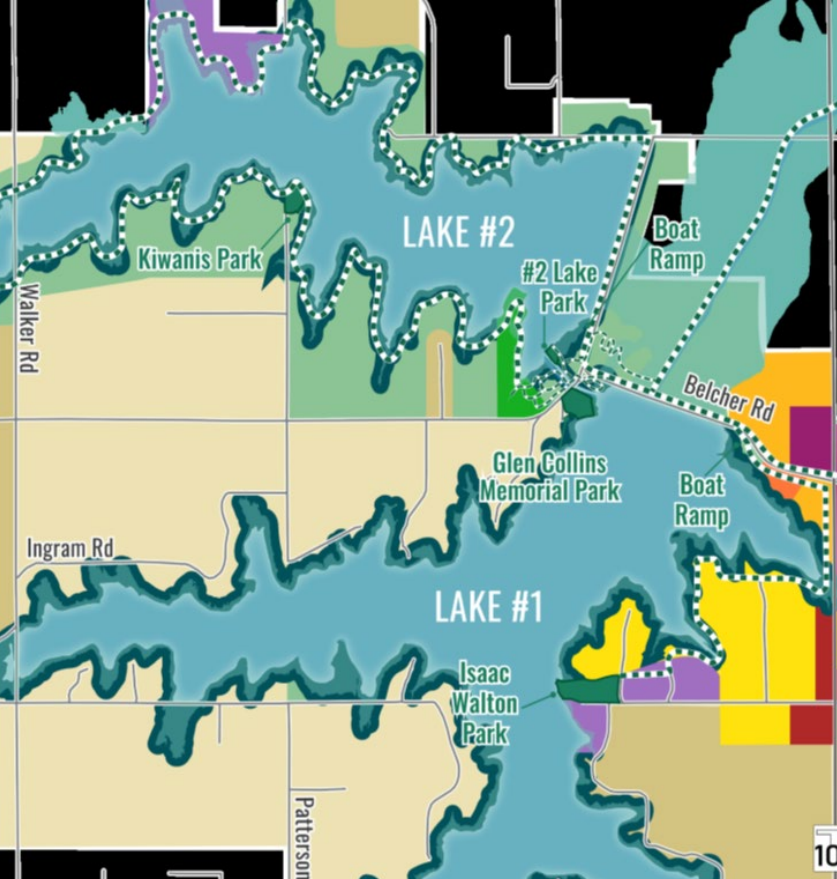
Public Safety	Original Allocation	New Allocation	Expensed to date	Status
Police Department Headquarters	\$3,200,000	\$4,339,268	\$4,339,268	Complete
Police Patrol Vehicles	\$1,250,000	\$1,098,727	\$1,098,727	Complete
Fire Station #1 & #3	\$1,750,000	\$1,939,303	\$190,176	Design
Fire Engine	\$750,000	\$855,880	\$855,880	Complete
Fire Training Structure	\$300,000	\$50,195	\$50,195	Hold
Emergency Warning System	\$250,000	\$250,000	\$250,000	Complete
Total Public Safety	\$7,500,000	\$8,533,372	\$6,784,246	

Streets and Roads	Original Allocation	New Allocation	Expensed to date	Status
45th Street widening	\$3,500,000	\$4,533,372	\$512,924	ROW Acquisition
Pavement Overlays & Panel Replacements	\$4,000,000	\$4,000,000	\$2,813,753	Pressure Pave complete
Total Streets & Roads	\$7,500,000	\$8,533,372	\$3,326,677	

Parks & Public Facilities	Original Allocation	New allocation	Expensed to date	Status
Implement Parks Master Plan	\$7,000,000	\$8,437,049	\$8,405,932	Complete
EXPO Enhancement & Remodel	\$3,500,000	\$3,500,000	\$1,696,723	Roof & Fence, Various equipment & repairs
Sidewalks & Trails	\$1,750,000	\$1,752,314	\$1,752,314	Complete
Santa Fe Depot	\$400,000	\$1,463,000	\$989,467	Roof project nearing completion
Library	\$1,000,000	\$401,382	\$245,792	In planning
Senior Center	\$1,000,000	\$1,300,000	\$1,179,972	Complete
Community Center	\$350,000	\$213,000	\$212,971	Complete
Total Facilities	\$15,000,000	\$17,066,745	\$14,483,171	

A special “Thank You” to
the citizens of Shawnee
for their support!





Planning & Development Fee Update

Rian Harkins, AICP, Community Development Director

October 21, 2024



Current Fees

- Board of Adjustment - \$90
- Rezoning/Conditional Use - \$280
- Preliminary/Final Plat - \$225
(plus \$2 for first 50 lots, then \$1 per lot)
- Lot Split - \$75
- PUD - \$550

Peer City Fee Comparison

	Blanchard	Tuttle	Yukon	Claremore	Sand Springs	El Reno	Shawnee Proposed
Rezoning/ Acre	\$300	\$400	\$425	\$825	\$350	\$550	\$350
Planned Unit Development (Above Standard Zoning)						\$300	\$550
Conditional Use / Special Use / Permitted Use on Review	\$150	\$400	\$400		\$350	\$500	\$350
Variance	\$100	\$400	\$300	\$840	\$175	\$550	\$350
Zoning Confirmation Letter	\$45	\$10			\$50	\$75	
Preliminary Plat Application	\$500	\$500	\$250	\$100	\$200	\$850	\$400
-Per Lot	\$25		\$2	\$1			\$2 (\$1)
-Per Acre		\$20	\$50				
Final Plat Application	\$200	\$1,000	\$250	\$200	\$250	\$425	\$350
Short Form Subd. / Lot Split	\$150	\$400	\$150	\$25	\$100	\$100	\$200
Annexation / Deannexation					\$350	\$200	\$200

Peer City Fee Comparison

	Midwest City	Mustang	Bixby	Jenks	Owasso	Edmond	Shawnee Proposed
Rezoning/ Acre	\$250	\$175	\$250 - 400	\$300 / \$500	\$500	\$235	\$350
Planned Unit Development (Above Standard Zoning)	\$350		\$950	\$750	\$500		\$550
Conditional Use / Special Use / Permitted Use on Review		\$500	\$375	\$500	\$500	\$310	\$350
Variance	\$180	\$100	\$650	\$300	\$300	\$410	\$350
Zoning Confirmation Letter			\$150		\$25		
Preliminary Plat Application		\$250	\$1,000	\$750	\$300	\$1,296	\$400
Final Plat Application	\$250	\$350	\$775	\$500	\$500	\$346	\$350
Short Form Subd. / Lot Split	\$150	\$75	\$150	\$150	\$500		\$200
Annexation / Deannexation			\$300	\$700	\$100		\$200

City Commission Questions?



Thank you!