

AGENDA
BOARD OF CITY COMMISSIONERS
NOVEMBER 18, 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. 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.

2. Consider approval of Consent Agenda:

- a. Minutes from the October 21, 2024, regular meeting.
- b. Acknowledge the following minutes and reports:
 - Shawnee Urban Renewal Authority Minutes from the August 6, 2024, regular meeting.
 - License Payment Report for October 2024.
 - Project Payment Report for October 2024.
- c. Lake Lease Transfer:

- Magnino A Lot 8, 17230 Magnino Rd
From: Brian Eugene Hughes
To: Morgan Mosley
- d. Approval of an agreement with McCloud Fire Department for Dispatch Services.
 - e. Acknowledge updated Bylaws for the Shawnee Public Library Advisory Board.
 - f. Authorize an amendment to a Professional Services Agreement with Brandstetter Carroll Inc. for Design Services for the Fire Station #3 remodel.
 - g. Approval of the FY-2024 Audit Engagement Letter with Arledge & Associates, P.C.
3. Presentation of the Pet of the Month by Animal Control.
 4. Mayor's Proclamation(s)
 - a. "Small Business Saturday & Shop Shawnee Day", November 30, 2024
 5. Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that establishes and provides compensation of the City Manager pursuant to Article V, Section 3 of the City Charter.
 6. Consideration of a resolution declaring certain items surplus and no longer needed for City purposes; describing said items; and authorizing disposal of said item at the City's discretion.
 7. Consideration of an ordinance regarding an update to the OkMRF (Oklahoma Municipal Retirement Fund) DB Master Plan and Joinder Agreement.
 8. Consideration of an ordinance of the City of Shawnee, Oklahoma amending Section 22-184(A) and Section 22-208(E)(3)(a), of the Shawnee Municipal Code, providing for repealer, codification, and severability.
 9. Consideration of a resolution updating the City Fee Schedule by amending portions of Chapter 22, "Planning and Development", Article X of the Shawnee Municipal Code; and providing for the re-adoption of the City Fee Schedule in whole.

10. Public hearing of a request to rezone property located at 3918 North Kickapoo Avenue from R-1 (Low-Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ05-24 | Applicant: Erika Jones
11. Public hearing of a request to rezone from R-1 (Low Density Residential District) to C-2 (Regional Commercial District). *(Property located at approximately 2025 East MacArthur.)*
Case No. RZ04-24 | Applicant: Rueben Peltier Properties (Nick Atwood, Attorney).
(Deferred from the October 21, 2024, City Commission meeting.)
12. Consideration of an ordinance to rezone property located at approximately 2025 East MacArthur from R-1 (Low Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ04-24 | Applicant: Rueben Peltier Properties (Nick Atwood, Attorney)
13. Consideration of the following budget amendments for Fiscal Year 2024 – 2025:
 - a. General Fund - Fund 001 - Local Emergency Planning Committee (LEPC) - to appropriate funds to pay expenses for Craig Carter & Associates.
 - b. General Fund - Fund 001 - Local Emergency Planning Committee (LEPC) - to appropriate prior year funds to open a new bank account in Fiscal Year 2024-2025.
 - c. Donations Fund - Fund 706 - to appropriate prior year donations received by the Police Department for use in Fiscal Year 2024-2025 for cost associated with Ammo/Special Training.
 - d. Airport Fund - Fund 511 - to appropriate funds to cover fuel expenses purchased in Fiscal Year 2024-2025 at the Airport.
 - e. General Fund - Fund 001 - to appropriate grant funds received from Best Friends Animal Society for use at the Animal Shelter.
14. Acknowledge Monthly Sales Tax and Budget Reports.
15. New Business (Any matter not known or which could not have been

reasonably foreseen prior to the posting of the agenda.)

16. Commissioners Comments

17. 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 PFAS settlement.

18. 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 PFAS settlement.

19. 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)

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

OCTOBER 21, 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, October 21, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, October 17, 2024, at 5:21 PM. Mayor Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens
Mayor

Daniel Matthews
Commissioner Ward 1

Greta Madson
Commissioner Ward 2

Chris Odneal
Commissioner Ward 3

Ashley Fichtner
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

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).

Mayor Stephens presented a Certificate of Recognition to Shawnee Police Department Communications Manager Christina Brown for receiving the Emergency Number Professional Certification.

2. Recognition of the Shawnee Twin Lakes Master Plan as the American Planning Association (APA) Oklahoma Chapter's Outstanding Plan.

Mayor Stephens presented a Certificate of Recognition to the Community Development and Tourism Staff for the Shawnee Twin Lakes Master Plan being recognized as Outstanding Plan by the American Planning Association Oklahoma

Chapter.

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.

Mr. David Henry, Mr. Glenn Peck, Mr. Bill Rooth, Ms. Cyndi Berger, and Mr. Rob Morris spoke during Citizens Participation.

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.
- l. Acknowledge Amendment to Purchase Order 24-2797-R1 for the Rebuilding of the Announcer Stand at the Heart of Oklahoma Exposition Center.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 4(a-l). Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

- 5. Presentation of the Pet of the Month by Animal Control.

Animal Control Officer Theresa Touchet introduced Beautiful, an approximately one (1) year old dog.

- 6. Consideration of an appointment of a City Commissioner to the Shawnee Senior Citizens Advisory Board.

A motion was made by Mayor Stephens, seconded by Commissioner Fichtner, to appoint Commissioner Mark Sehorn as the Commissioner Appointment to the Shawnee Senior Citizens Advisory Board. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Sehorn

- 7. Consideration of the acceptance of a grant from the Avedis Foundation for Splash Pads at Optimist and Boy Scout Parks.

Parks and Recreation Director Kerri Foster stated that 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 One Hundred Ninety-One Thousand Dollars (\$191,000.00). 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. Staff is requesting acceptance of the grant award and authorization for the City Manager to execute the necessary grant agreement.

A motion was made by Commissioner Odneal, seconded by Commissioner Fichtner, to approve the acceptance of a grant from the Avedis Foundation for Splash Pads at Optimist and Boy Scout Parks. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

City Manager Andrea Weckmueller-Behringer stated that the Oklahoma Municipal League (OML) recently announced the formation of the OML Regional Councils for each of the OML districts within the State of Oklahoma. These Regional Districts will advise the OML Board of Directors on questions of collective action statewide.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve 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.

Resolution No. 6752 was introduced.

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.

Motion carried 5-2-0.

AYE: Matthews, Sehorn, Richter, Odneal, Fichtner

NAY: Madson, Stephens

ABSTAIN: None

9. Consideration of an appeal of the administrative order regarding property located at 1320 North Market Avenue.

Chief Building Official Kevin Moore said that the Public Nuisance Administrative Hearing was held on September 19, 2024, and the owner failed to appear at the hearing. City Attorney Joe Vorndran advised that the notice and process has been examined and approved by the City Attorney's office. Staff recommends the appeal be denied.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve Staff's recommendation and deny the appeal of the Administrative Order regarding property located at 1320 North Market Avenue. Motion carried 6-1-0.

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

NAY: Odneal

ABSTAIN: None

10. Consideration of the adoption of the Engineering Design Manual.

Director of Engineering Seth Barkhimer stated that Staff, in collaboration with a consultant, have developed a comprehensive draft of the Engineering Design Manual (EDM). The manual aims to streamline development processes in Shawnee by providing clear and standardized engineering criteria.

A motion was made by Commissioner Sehorn, seconded by Commissioner Fichtner, to approve the adoption of the Engineering Design Manual. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

11. Consideration of the adoption of the Shawnee Standard Construction Details.

Director of Engineering Seth Barkhimer stated that Staff has developed a comprehensive set of Standard Construction Details to accompany the new Engineering Design Manual (EDM). The purpose of the Standard Construction Details is to provide clear, consistent guidelines for construction practices with the City of Shawnee.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve the adoption of the Shawnee Standard Construction Details. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

Director of Engineering Seth Barkhimer stated that at the September meeting, Staff presented to the 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. Based on the feedback received from the Commissioners, Staff has 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.

A motion was made by Mayor Stephens, seconded by Commissioner Fichtner, to approve an ordinance of the City of Shawnee, Oklahoma amending Chapter 24, "Streets and Sidewalks"; and also providing for repealer, codification, and severability.

Ordinance No. 2809NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 24, "STREETS AND SIDEWALKS"; AND ALSO PROVIDING FOR REPEALER, CODIFICATION, AND SEVERABILITY.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Ordinance No. 2809NS was adopted by the City Commission.

13. Consideration of a resolution updating the City Fee Schedule by amending portions of Chapter 24, "Streets and Sidewalks", of the Shawnee Municipal Code.

Director of Engineering Seth Barkhimer advised that the proposed resolution is related to Agenda Item No. 12.

A motion was made by Commissioner Odneal, seconded by Vice Mayor Matthews, to approve a resolution updating the City Fee Schedule by amending portions of Chapter 24, "Streets and Sidewalks", of the Shawnee Municipal Code.

Resolution No. 6753 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF CHAPTER 24, "STREETS AND SIDEWALKS" OF THE SHAWNEE MUNICIPAL CODE.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

14. Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 26, "Utilities", and also providing for repealer, codification, and severability.

Director of Engineering Seth Barkhimer stated that at the September City Commission meeting Staff gave a presentation to the Commission regarding 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

A motion was made by Commissioner Odneal, seconded by Commissioner Richter, to approve an ordinance of the City of Shawnee, Oklahoma amending Chapter 26, "Utilities", and also providing for repealer, codification, and severability.

Ordinance No. 2810NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 26, "UTILITIES"; AND ALSO PROVIDING FOR REPEALER, CODIFICATION, AND SEVERABILITY.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Ordinance No. 2810NS was adopted by the City Commission.

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.

Director of Engineering Seth Barkhimer advised that the proposed resolution is related to Agenda Item No. 14.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to approve 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.

Resolution No. 6754 was introduced.

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.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

Shawnee Police Department Communications Manager Christina Brown advised that 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 Eight Thousand Nine Hundred Fifty-Four Dollars and Seventy-Six Cents (\$8,954.76). The grant will pay eighty percent (80%) of this cost, with a twenty percent (20%) match from the City of Shawnee.

A motion was made by Commissioner Fichtner, seconded by Commissioner Sehorn, to approve 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.

Resolution No. 6755 was introduced.

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.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

Shawnee Police Department Communications Manager Christina Brown advised the State of Oklahoma 911 Management Authority offers grants to train staff in 911 Centers. 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 Seven Thousand Five Hundred Dollars (\$7,500.00), which will be one hundred percent (100%) reimbursed to the City by the State of Oklahoma 911 Management Authority.

A motion was made by Commissioner Fichtner, seconded by Vice Mayor Matthews, to approve 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.

Resolution No. 6756 was introduced.

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.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

Shawnee Police Department Communications Manager Christina Brown stated 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 (2) years at a cost of Eight Thousand Eight Hundred Dollars (\$8,800.00), which will be one hundred percent (100%) reimbursed to the City by the State of Oklahoma 911 Management Authority.

A motion was made by Commissioner Fichtner, seconded by Vice Mayor Matthews, to approve 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.

Resolution No. 6757 was introduced.

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.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

19. Consideration of approval of an updated Citizen Participation Plan for the Community Development Block Grant program.

Community Development Director Rian Harkins provided a Staff report. He advised that the City receives Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing and Urban Development (HUD). 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 can provide input on the Annual Action Plan and Consolidated Plan.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Matthews, to approve an updated Citizen Participation Plan for the Community Development Block Grant program. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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

Community Development Director Rian Harkins stated this is a rezoning request for property located at 1339 East Highland. The Planning Commission and Staff recommend approval.

Mayor Stephens declared a public hearing in session to consider a rezoning from C-1 (Local Commercial District) to R-2 (Medium Density Residential District). No one spoke in favor or against the rezoning. The public hearing was

closed.

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

Community Development Director Rian Harkins advised that the Planning Commission and Staff recommend approval.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve an Ordinance to rezone from C-1 (Local Commercial District) to R-2 (Medium Density Residential District).

Ordinance No. 2811NS 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: 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.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

Ordinance No. 2811NS was adopted by the City Commission.

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)

Community Development Director Rian Harkins stated this is a rezoning request for property located at 2025 East MacArthur. He stated that the Planning Commission and Staff recommended denial. The applicant has requested that the item be deferred to the November 18, 2024, City Commission meeting. Staff's supports the deferral of the item.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Richter, to defer the item to the November 18, 2024, City Commission meeting. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

23. Consideration of a request for a Final Plat for Union Square Addition.

Case No. FPL05-24 | Applicant: Royal Land Properties, LLC

Community Development Director Rian Harkins stated that the Preliminary Plat was approved in May 2024. The Planning Commission and Staff recommend approval subject to Staff's recommendations being included in the recorded plat. The proposed revisions are:

- 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.

A motion was made by Commissioner Sehorn, seconded by Commissioner Madson, to approve a request for a Final Plat for Union Square Addition subject to Staff's recommendations. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

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

A motion was made by Vice Mayor Matthews, seconded by Commissioner Fichtner, to approve the budget amendments listed in Agenda Item No. 24(a-c). Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

25. Acknowledge Monthly Sales Tax and Budget Reports.

Finance Director Kimberly Smith reported sales tax collections are up Two Hundred Thirty-Seven Thousand Two Hundred Fifty-Five Dollars (\$237,255.00) or Two Point Three Zero Percent (2.30%), over the projected budget year-to-date. She stated that use tax collections are down approximately Ninety-Two Thousand Four Hundred Thirty-Seven Dollars (\$92,437.00) or Five Point Nine Five Percent (5.95%), below the projected budget year-to-date.

26. Administrative Report(s):

- a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Report - Kimberly Smith, Finance Director

Finance Director Kimberly Smith provided a presentation on the Quarterly Half-Cent Sales Tax Report. Topics discussed included:

- 2018 Sales Tax Election
- Investment Updates
 - 1st Quarter FY2025

b. Chapter 22 "Planning and Development" Fee Update - Rian Harkins, Community Development Director

Community Development Director Rian Harkins provided a presentation on the Chapter 22 "Planning and Development " Fee Update. Topics discussed included:

- Current Fees
- Peer City Fee Comparison

27. 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.

28. Commissioners Comments

Vice Mayor Matthews commented on the grant funds, the Engineering Design Manual, and the sales tax numbers.

Commissioner Madson said she appreciated everyone's patience as she and the new Commissioners learn process.

Commissioner Odneal commented on the Salvation Army Spaghetti Day on October 24, 2024, Enchanted Woodland at Woodland Park on October 26, 2024, and Mummy Day at Mabree-Gerrer Museum on October 26, 2024.

Commissioner Fichtner commented on the grant funds and the once per month City Commission meetings.

Commissioner Sehorn commented on sales tax and the once per month City Commission meetings.

Mayor Stephens commented on the once per month City Commission meetings, the Salvation Army Spaghetti Day, and encouraged everyone to vote on November 5, 2024.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:33 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (8:29 P.M.)

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."

A motion was made by Vice Mayor Matthews, seconded by Commissioner Fichtner, to approve 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." Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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."

A motion was made by Commissioner Richter, seconded by Commissioner Odneal, to approve 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." Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

A motion was made by Commissioner Odneal, seconded by Commissioner Richter, to approve 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. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to approve 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. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 8:32 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 12:13 A.M. WITH ALL MEMBERS PRESENT.

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."

City Attorney Joe Vorndran stated because of the nature of the complaint that was made, and the fact it involved the City Manager, and the complaint was made close to when the agenda was being published, the decision was made to engage a third party Human Resources firm to conduct an independent investigation, the scope of which was unknown to City Staff. He stated that was why it was not designated within the agenda who or what position was being investigated. That has since been concluded. Prior to any discussion, he wanted to make it clear that that investigation related to the City Manager.

No action was taken.

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."

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to give City Manager a step pay increase that was given to other employees. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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.

No action was taken.

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.

No action was taken.

37. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (12:17 a.m. on October 22, 2024)

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

SHAWNEE URBAN RENEWAL AUTHORITY PROCEEDINGS

AUGUST 6, 2024 AT 9:00 AM

The Shawnee Urban Renewal Authority 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, Tuesday, August 6, 2024 at 9:00 AM, pursuant to notice duly posted as prescribed by law at 9:15 am. Chairman Burke presided and called the meeting to order. Upon roll call, the following members were in attendance.

William Burke

Chairman

Sydney Davidson

Commissioner

Robert Hoover

Commissioner

Carol Valentine

Commissioner

Robert Keil

Commissioner

ABSENT: Valentine

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of Minutes from the May 7, 2024 regular meeting.

Approval of Minutes:

The minutes from the meeting held on May 7, 2024, were presented for approval.

- **Motion:** Made by Commissioner Davidson
- **Second:** Chairman Burke

Vote:

- AYE: 4
- NAY: 0

The motion to approve the minutes passes.

2. Consideration of approval of the Minutes from the June 13, 2024 Special Call Meeting.

Approval of Minutes:

The minutes from the meeting held on June 13, 2024, were presented for approval.

- **Motion:** Made by Commissioner Keil
- **Second:** Commissioner Davidson

Vote:

- AYE: 4
- NAY: 0

The motion to approve the minutes passes.

3. Update on Projects

Secretary Wallace goes over the August 2024 project update.

Project Updates

August 6, 2024, Meeting

1. Home Repair: Reframe Walls, Replace Roof, Siding/Guttering –S. Philadelphia

Bids received: 2

Bid awarded to: A New Creation for \$14,435.00

Bids for this project have been received, but as of the time this report was written, it has not yet been awarded. ***Update May 2024* This project has been awarded and is set to start in the middle of May. *August 2024 Update* Waiting on the contractor to close out this job.**

2. Home Repair: Emergency Plumbing Repair – W. Dewey

Bids received: 0

Bid awarded to:

This is an emergency plumbing project that went out for a bid in January – no bids were received. We will be reaching out to more plumbing contractors in the coming weeks. ***Update May 2024* This project is on hold due to unforeseen circumstances relating to homeowner. *August 2024 update* The project remains on hold.**

3. Demo: Accessory Building and Foundation- S. Bell

Bids Received: 3

Bid awarded to: Midwest Wrecking CO.

The start date of this project has not been set at the time of this report *August 2024 Update* This project has been completed with no change orders and was closed out at a total cost of \$2,510.00.

4. Demo: Building and foundation, accessory structures, and other items- N Philadelphia

Bids Received 4

Bid awarded to: Wades Services

The start date on this project is set for May 1, 2024. *August 2024 update* This project has been completed with no change orders. Closed out at \$7,500.00.

5. Emergency Plumbing: Change material of all piping, Removal and Replace all plumbing- N. Beard

Bids received: 1

Bid awarded to: LG Contracting

This project was set to start June 17, 2024, and was completed with no change orders. Closed out at \$17,240.00

6. Home Repair: Floor Framing, Wall Framing, Roof framing and decking, Windows

Bids Received: 2

Bid awarded to: LG Contracting for \$29,475.00

The start date of this project is August 12, 2024.

7. Home Repair: Windows and Trim, Siding and Guttering

Bids Received: 0

Bid awarded to:

The project has recently completed its initial inspection and is scheduled to be released for bidding on August 5, 2024.

8. Home Repair: Roofing, Flashing, Interior Walls and Ceilings, Kitchen Cabinets, and more.

Bids Received: 0

Bid awarded to:

The project has recently completed its initial inspection and is scheduled to be released for bidding on August 5, 2024.

Currently we have 2 home rehab projects pending initial inspection, and 4 applications for home rehab awaiting review.

4. Program Manager's Report

No new business to report.

5. Adjournment

Chairman Burke motions to Adjourn
Commissioner Keil Seconds

Vote Results:

- Aye: 4
- Nay: 0

Outcome: The motion to adjourn the meeting passes.



William Burke
Chairman

ATTEST:



Bree Wallace
Secretary



Entity Payment Report

10/01/2024 - 10/31/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/31/2024	JORDAN TRAMMELL	IBX CC	3804	25.00
10/30/2024	ROAK ELECTRIC LLC	IBX CC	3799	100.00
10/30/2024	TAKE 5 OIL CHANGE #951	IBX CC	3800	50.00
10/30/2024	COMMUNICATION SERVICES INC	IBX CC	3801	25.00
10/30/2024	BIG J'S BBQ	IBX CC	3802	50.00
10/30/2024	HERMAN'S PLUMBING	IBX CC	3797	75.00
10/30/2024	NVR OF SHAWNEE, LLC DBA SHAWNEE COLONIAL ESTATES NURSING HOME	IBX CC	3798	50.00
10/30/2024	TNT BARBERSHOP	IBX CC	3803	50.00
10/29/2024	JERRY & SHARRON MANKIN	Check	3793	792.00
10/29/2024	BEVERAGE LICENSE - HYSENAJ ITALIAN FOOD INC ROMA ITALIAN RESTAURANT	IBX CC	3794	500.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/29/2024	ENCHANTED MEMORIES EVENTS, LLC	IBX CC	3792	50.00
10/29/2024	BREEN TRUCKING	IBX CC	3795	75.00
10/29/2024	DOLLAR GENERAL STORE #30004	IBX CC	3796	50.00
10/28/2024	THOMAS E SWEARINGEN, CPA PC	Check	3789	15.00
10/28/2024	MARGARET CREIDER	Check	3788	15.00
10/28/2024	GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA	Check	3787	15.00
10/28/2024	SPENCER ELECTRIC	IBX CC	3786	100.00
10/28/2024	EIGHTTWENTY	IBX CC	3791	75.00
10/28/2024	WYNN PLUMBING, LLC	IBX CC	3790	100.00
10/25/2024	\$ - JIMMY HUGHES SIGNS	Check	3785	75.00
10/25/2024	\$ - ROOTS DISPENSARY LLC	Cash	3783	1,500.00
10/25/2024	COMPLETE PLUMBING	Check	3782	75.00
10/25/2024	GROUNDING CHIROPRACTIC	IBX CC	3784	50.00
10/24/2024	TIMOTHY ROBERTS ELEC / HVAC	Check	3781	75.00
10/24/2024	TIMOTHY ROBERTS ELEC / HVAC	Check	3780	75.00
10/24/2024	KELSO ELECTRIC	IBX CC	3779	100.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/23/2024	RANDY DAVIS	Check	3778	792.00
10/23/2024	POTTAWATO MIE COUNTY	Check	3777	50.00
10/23/2024	UNITED MECHANICAL	IBX CC	3776	100.00
10/22/2024	TERRI JOHNSON & TROY SUTHERLIN	IBX CC	3775	792.00
10/22/2024	RELIABLE HEAT & AIR, LLC	IBX CC	3774	75.00
10/21/2024	\$ - GEOFFREY PRUETT	Check	3770	792.00
10/21/2024	ADVENT MECHANICAL	Check	3769	75.00
10/21/2024	\$ - ADVENT PLUMBING LLC	Check	3768	75.00
10/21/2024	ONE MAIN FINANCIAL #4028	Check	3767	15.00
10/21/2024	AGERS PLUMBING	Cash	3766	100.00
10/21/2024	GREENERGY RESOURCES	IBX CC	3771	100.00
10/21/2024	RONALD TAFTE	IBX CC	3772	25.00
10/21/2024	PAUL THE PLUMBER	IBX CC	3773	100.00
10/21/2024	OKIE ELITE PLUMBING	IBX CC	3764	100.00
10/21/2024	ION DEVELOPER LLC dba ION SOLAR	IBX CC	3765	75.00
10/17/2024	ROBERT & BRENDA ROSSON	Check	3762	30.00
10/17/2024	CASEY'S #4474	Check	3761	50.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/17/2024	JACQUALEN SEGER	Check	3758	15.00
10/17/2024	BRANDON'S PLUMBING	IBX CC	3763	75.00
10/17/2024	GLENN SEIDL PLUMBING	IBX CC	3759	75.00
10/17/2024	HARBOR FREIGHT TOOLS	IBX CC	3760	15.00
10/17/2024	J&R ELECTRIC	IBX CC	3757	100.00
10/16/2024	KW SERVICES	Check	3756	75.00
10/15/2024	FS1113, LLC dba CAPITAL DANK SHAWNEE	Cash	3755	1,500.00
10/15/2024	SCOTT LACKEY	Check	3753	792.00
10/15/2024	TPC HEAT AND AIR	Check	3751	100.00
10/15/2024	MBR CONSTRUCTION & ELECTRIC	IBX CC	3754	100.00
10/15/2024	ADVANCE ELECTRIC, INC	IBX CC	3750	75.00
10/15/2024	MARK H & MARY JANE CANNON	IBX CC	3752	792.00
10/14/2024	BLUSH SALON	Cash	3748	50.00
10/14/2024	OKIE ROOTER LLC	Check	3747	75.00
10/14/2024	VELOCITY AIR CO LLC	IBX CC	3749	100.00
10/14/2024	RACER ELECTRIC LLC	IBX CC	3746	100.00
10/11/2024	AC SERVICE PLUS LLC	IBX CC	3745	75.00
10/10/2024	JAMIE WATTS	Check	3744	15.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/10/2024	MODERN TRIBAL NATIONS	Cash	3743	50.00
10/10/2024	ATLAS ELECTRIC	Check	3742	75.00
10/9/2024	AFFORDABLE LEAK DETECTION dba CASTILLO AND SON	Cash	3737	100.00
10/9/2024	DAVID WHITED	Check	3736	15.00
10/9/2024	LIBERTY PLUMBING & GAS	IBX CC	3738	75.00
10/9/2024	DOZERBOY LLC	IBX CC	3739	75.00
10/9/2024	PROGRESSIVE PLUMBING	IBX CC	3740	75.00
10/9/2024	WILSON ELECTRIC HEAT & AIR	IBX CC	3741	75.00
10/9/2024	WILL MCCONNELL CONSTRUCTION DBA MCDONNELL PLUMBING	IBX CC	3735	75.00
10/8/2024	LADONNA K FREEMAN REVOCABLE TRUST u/a/d OCTOBER 29, 2006	Check	3734	792.00
10/8/2024	HOMESTEAD STEAKS DBA STAMPEDE	Cash	3732	50.00
10/8/2024	CASEY'S #4474	Check	3730	500.00
10/8/2024	HOMESTEAD STEAKS DBA STAMPEDE	IBX CC	3731	50.00
10/8/2024	TAYLORS HAIR SUPPLY	IBX CC	3728	50.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/8/2024	MBR CONSTRUCTION & ELECTRIC	IBX CC	3733	100.00
10/8/2024	ACE'S THREE PLUMBING	IBX CC	3729	100.00
10/7/2024	IBC BANK	Check	3726	25.00
10/7/2024	1985 HOME MADE ICE CREAM	Check	3724	50.00
10/7/2024	INA M JOHNSON	Check	3723	15.00
10/7/2024	JIMMY'S EGG - SHAWNEE	Check	3722	905.00
10/7/2024	INDEPENDENT MECHANICAL PLUMBING	Cash	3721	100.00
10/7/2024	JESSE LEWIS INC	IBX CC	3725	75.00
10/7/2024	AMP ELECTRIC CO INC	IBX CC	3727	100.00
10/4/2024	AC SURGEONS LLC	Check	3719	75.00
10/4/2024	HEAD START TELECOM dba DART PHONE	IBX CC	3720	50.00
10/3/2024	ROBERT & KIMBERLY GOODMAN	Check	3718	792.00
10/2/2024	A/C DOCTORS, LLC	Check	3715	75.00
10/2/2024	PERRY & ELIZABETH GATEWOOD TRUST	IBX CC	3716	792.00
10/2/2024	SCHULER PLUMBING	IBX CC	3717	100.00
10/1/2024	LESLIE & DOUG LANDWERT	Check	3714	792.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/1/2024	OGLE MECHANICAL, INC	Check	3712	75.00
10/1/2024	MONICA & JOSHUA FREED	IBX CC	3713	792.00
				18,707.00

Total Records: 93

11/1/2024



Monthly CIB

10/01/2024 - 10/31/2024

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241599	B - Accessory Structure	Commercial	9,640	288
20241579	B - Accessory Structure	Residential	6,000	168
20241566	B - Accessory Structure	Residential	12,000	192
20241561	B - Accessory Structure	Residential	3,500	540
20241560	B - Accessory Structure	Residential	30,000	1,200
20241498	B - Accessory Structure	Residential	50,000	1,500
20241440	B - Commercial - Remodel	Commercial	530,000	2,420
20241439	B - Commercial - Remodel	Commercial	0	3,600
20241435	B - Commercial - Remodel	Commercial	100,000	1,216
20241545	B - Residential - Multi Family	Residential	85,000	1,197
20241544	B - Residential - Multi Family	Residential	85,000	1,197
20241543	B - Residential - Multi Family	Residential	85,000	1,097
20241542	B - Residential - Multi Family	Residential	85,000	1,097

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241541	B - Residential - Multi Family	Residential	85,000	861
20241540	B - Residential - Multi Family	Residential	85,000	954
20241539	B - Residential - Multi Family	Residential	85,000	954
20241538	B - Residential - Multi Family	Residential	85,000	861
20241537	B - Residential - Multi Family	Residential	85,000	861
20241536	B - Residential - Multi Family	Residential	85,000	954
20241535	B - Residential - Multi Family	Residential	85,000	954
20241534	B - Residential - Multi Family	Residential	85,000	861
20241533	B - Residential - Multi Family	Residential	85,000	861
20241532	B - Residential - Multi Family	Residential	85,000	954
20241531	B - Residential - Multi Family	Residential	85,000	954
20241530	B - Residential - Multi Family	Residential	85,000	861
20241529	B - Residential - Multi Family	Residential	85,000	861
20241528	B - Residential - Multi Family	Residential	85,000	954

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241527	B - Residential - Multi Family	Residential	85,000	954
20241526	B - Residential - Multi Family	Residential	85,000	861
20241520	B - Residential - Multi Family	Residential	85,000	1,708
20241519	B - Residential - Multi Family	Residential	85,000	1,708
20241518	B - Residential - Multi Family	Residential	85,000	1,708
20241517	B - Residential - Multi Family	Residential	85,000	1,708
20241595	B - Residential - New	Residential	190,000	2,234
20241594	B - Residential - New	Residential	190,000	1,947
20241593	B - Residential - New	Residential	190,000	2,377
20241592	B - Residential - New	Residential	190,000	2,209
20241591	B - Residential - New	Residential	190,000	1,947
20241590	B - Residential - New	Residential	190,000	2,112
20241589	B - Residential - New	Residential	190,000	2,112
20241588	B - Residential - New	Residential	190,000	2,377

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241587	B - Residential - New	Residential	254,000	2,507
20241574	B - Residential - New	Residential	300,000	2,677
20241565	B - Residential - New	Residential	300,000	2,859
20241556	B - Residential - New	Residential	326,779	3,519
20241432	B - Residential - New	Residential	190,000	1,902
20241431	B - Residential - New	Residential	190,000	2,377
20241430	B - Residential - New	Residential	190,000	2,209
20241429	B - Residential - New	Residential	190,000	2,377
20241426	B - Residential - New	Residential	160,000	1,575
20241548	B - Residential - Remodel	Residential	50,000	700
20241547	B - Residential - Remodel	Residential	80,000	2,400
20241522	B - Residential - Remodel	Residential	35,000	1,104
20241510	B - Residential - Remodel	Residential	20,000	1,600
20241509	B - Residential - Remodel	Residential	40,000	2,219

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241508	B - Residential - Remodel	Residential	5,000	1,184
20241496	B - Residential - Remodel	Residential	3,000	887
20241495	B - Residential - Remodel	Residential	3,000	887
20241493	B - Residential - Remodel	Residential	1,500	208
20241610	B - Solar Panels	Residential	159,000	3,119
20241607	B - Solar Panels	Residential	20,674	0
20241584	B - Solar Panels	Commercial	38,000	537
20241582	B - Solar Panels	Commercial	61,000	1,048
20241549	B - Solar Panels	Residential	46,587	570
20241506	B - Solar Panels	Commercial	27,000	358
20241503	B - Solar Panels	Commercial	24,000	255
20241500	B - Solar Panels	Residential	60,000	1,151
20241601	B - Storm Shelter	Residential	0	0
20241580	B - Storm Shelter	Residential	4,500	24
20241445	B - Storm Shelter	Residential	0	0
20241444	B - Storm Shelter	Residential	3,650	0
20241427	B - Storm Shelter	Residential	0	0
20241413	B - Storm Shelter	Residential	3,500	2,766
20241602	B - Swimming Pool	Residential	65,000	480

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241546	B - Swimming Pool	Residential	80,000	495
20241611	E - Electrical	Residential	159,000	3,119
20241606	E - Electrical	Residential	0	0
20241600	E - Electrical	Residential	0	0
20241585	E - Electrical	Commercial	0	0
20241583	E - Electrical	Commercial	0	0
20241578	E - Electrical	Residential	0	0
20241577	E - Electrical	Residential	0	0
20241576	E - Electrical	Residential	0	0
20241575	E - Electrical	Residential	0	0
20241563	E - Electrical	Residential	0	0
20241558	E - Electrical	Residential	0	0
20241551	E - Electrical	Residential	0	0
20241550	E - Electrical	Residential	0	0
20241524	E - Electrical	Residential	0	0
20241507	E - Electrical	Commercial	0	0
20241504	E - Electrical	Commercial	0	0
20241501	E - Electrical	Residential	60,000	1,151
20241489	E - Electrical	Residential	0	0
20241481	E - Electrical	Residential	0	0
20241480	E - Electrical	Commercial	0	0
20241478	E - Electrical	Commercial	0	0
20241472	E - Electrical	Commercial	0	0
20241470	E - Electrical	Residential	0	0
20241465	E - Electrical	Residential	0	0
20241457	E - Electrical	Residential	0	0
20241452	E - Electrical	Commercial	0	0
20241449	E - Electrical	Residential	0	0
20241448	E - Electrical	Commercial	0	0
20241443	E - Electrical	Commercial	0	0
20241433	E - Electrical	Commercial	0	0
20241425	E - Electrical	Commercial	0	0
20241421	E - Electrical	Residential	0	0
20241418	E - Electrical	Commercial	0	0
20241416	E - Electrical	Residential	0	0

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241554	E - Sewer Modification / Extension	Commercial	0	0
20241555	E - Water Modification / Extension	Commercial	0	0
20241604	F - Burn	Residential	0	0
20241603	F - Burn	Residential	0	0
20241559	F - Burn	Residential	0	0
20241483	F - Burn	Commercial	0	0
20241482	F - Burn	Residential	0	0
20241420	F - Burn	Residential	0	0
20241447	F - Fire Pumps	Commercial	0	0
20241557	F - Fire Suppression	Commercial	0	146,122
20241471	F - Fire Suppression	Commercial	32,000	8,800
20241497	F - Open Air / Tent	Commercial	0	0
20241609	M - Mechanical	Commercial	0	0
20241608	M - Mechanical	Commercial	0	0
20241572	M - Mechanical	Residential	0	0
20241523	M - Mechanical	Residential	0	0
20241521	M - Mechanical	Residential	0	0
20241516	M - Mechanical	Commercial	0	0
20241475	M - Mechanical	Residential	0	0
20241474	M - Mechanical	Residential	0	0
20241469	M - Mechanical	Residential	0	0
20241467	M - Mechanical	Commercial	0	0
20241459	M - Mechanical	Commercial	0	0

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241453	M - Mechanical	Residential	0	0
20241446	M - Mechanical	Residential	0	0
20241441	M - Mechanical	Residential	0	0
20241428	M - Mechanical	Residential	0	0
20241562	O - Chicken Permit	Residential	0	0
20241438	O - Curb Cut, Driveway and Sidewalk	Commercial	0	0
20241570	O - Demolition and Moving	Residential	0	0
20241569	O - Demolition and Moving	Residential	0	0
20241568	O - Demolition and Moving	Residential	0	0
20241567	O - Demolition and Moving	Residential	0	0
20241502	O - Demolition and Moving	Residential	0	0
20241492	O - Demolition and Moving	Residential	1,500	208
20241488	O - Demolition and Moving	Residential	0	0
20241417	O - Demolition and Moving	Residential	0	0
20241597	O - Paving Cut and Boring	Residential	0	0
20241586	O - Paving Cut and Boring	Commercial	0	0

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241573	O - Paving Cut and Boring	Residential	0	0
20241515	O - Paving Cut and Boring	Residential	0	0
20241499	O - Paving Cut and Boring	Commercial	0	0
20241485	O - Paving Cut and Boring	Residential	0	0
20241466	O - Paving Cut and Boring	Residential	0	0
20241463	O - Paving Cut and Boring	Commercial	0	0
20241454	O - Paving Cut and Boring	Commercial	0	0
20241424	O - Paving Cut and Boring	Residential	0	0
20241423	O - Paving Cut and Boring	Residential	0	0
20241605	O - Sign	Commercial	0	0
20241564	O - Sign	Residential	20,000	0
20241514	O - Sign	Commercial	0	0
20241486	O - Sign	Commercial	1,000	48
20241484	O - Sign	Commercial	58,258	112
20241479	O - Sign	Commercial	0	0
20241468	O - Sign	Commercial	0	0
20241442	O - Sign	Commercial	0	0
20241598	P - Plumbing	Residential	0	0
20241596	P - Plumbing	Residential	0	0
20241581	P - Plumbing	Residential	0	0
20241571	P - Plumbing	Residential	0	0
20241553	P - Plumbing	Commercial	0	0
20241552	P - Plumbing	Residential	0	0
20241525	P - Plumbing	Residential	0	0

Permit #	Permit Type	Residential / Commercial	Project Cost	Square Feet
20241513	P - Plumbing	Residential	0	0
20241512	P - Plumbing	Residential	0	0
20241511	P - Plumbing	Residential	0	0
20241505	P - Plumbing	Residential	0	0
20241490	P - Plumbing	Residential	0	0
20241487	P - Plumbing	Residential	0	0
20241477	P - Plumbing	Residential	0	0
20241476	P - Plumbing	Residential	0	0
20241473	P - Plumbing	Residential	0	0
20241462	P - Plumbing	Residential	0	0
20241461	P - Plumbing	Residential	0	0
20241460	P - Plumbing	Commercial	0	0
20241458	P - Plumbing	Residential	0	0
20241456	P - Plumbing	Commercial	0	0
20241455	P - Plumbing	Commercial	0	0
20241451	P - Plumbing	Residential	0	0
20241450	P - Plumbing	Commercial	0	0
20241437	P - Plumbing	Residential	0	0
20241436	P - Plumbing	Commercial	0	0
20241434	P - Plumbing	Residential	0	0
20241422	P - Plumbing	Commercial	0	0
20241419	P - Plumbing	Residential	0	0
20241415	P - Plumbing	Residential	0	0
20241414	P - Plumbing	Residential	0	0
20241464	P - Septic	Commercial	0	0
20241494	PC - Lot Split	Commercial	0	0
20241491	PC - Lot Split	Residential	0	0

Total Records: 199

11/1/2024

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: 11.04.2024	License No.: 6614
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	11.18.2024
Property Address	17230 Magnino Rd
Lake Site Location	Magnino A, Lot 8
Lease Dates	11.18.2024 - 11.18.2054
Lease Fee	\$792.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Morgan Mosley
Address	2216 Mill Creek, Choctaw OK 73020
Email	heymocca@gmail.com
Phone	405.319.0758
Current Lessee (Transfer From)	
Name(s)	Brian Eugene Hughes
Address	2401 S Mcloud Rd, Mcloud OK 74851
Email	quailridgeclays@gmail.com
Phone	405.777.8450
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	05.11.2022
Miscellaneous Comments	Transfer Fee - \$1000.00 / First Year Lease - \$792.00 / Inspection Fee - \$75.00
Fees Collected	\$1,867.00



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 # 6614 **TRACT NAME** Magnino A **LOT #** 8

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 11/18/2024 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MORGAN MOSLEY,
2216 MILL CREEK
CHOCTAW OK 73020

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:

17230 MAGNINO RD

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.

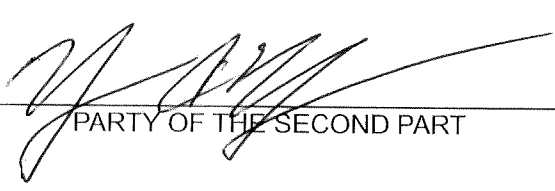
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



Police Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: November 18, 2024
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Subject: Approval of an agreement with McLoud Fire Department for Dispatch Services.

Background: The City of Shawnee 911 Communications Center has the ability to simultaneously page fire and medical responders to medical emergencies. The City of Shawnee is also the contracted dispatch agency for REACT Ambulance, which is the only emergency medical service in Pottawatomie County.

At this time, the McLoud Fire Department is being paged to medical calls within their own response jurisdiction. The proposed agreement will allow for all McLoud medical and fire calls to be processed by the City of Shawnee 911 Communications Center staff in accordance with certified Emergency Fire and Medical Dispatch protocols.

Financial Impact: The McLoud Fire Department will pay a monthly fee of \$500.00 per month for dispatch services provided by the City of Shawnee 911 Communications Center

Attachments: Agreement

Staff Recommendation: Approval of the item

AGREEMENT

THIS AGREEMENT is entered into this 1st day of January 2025 between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and "Mcloud Fire Department" (hereinafter "MCLOUD FD").

WITNESSETH:

WHEREAS, MCLOUD FD provides emergency response services; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for MCLOUD FD and has experience in being the primary respondent for dispatching emergency assistance; and

WHEREAS, it is the intent of the CITY and MCLOUD FD to enter into a cooperation agreement to arrange dispatch service for MCLOUD FD to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for MCLOUD FD, including both telephone and radio communications to assist MCLOUD FD in providing emergency service.
2. The CITY agrees to be the primary respondent in taking calls on the Nine-One-One (9-1-1) emergency line for MCLOUD FD.
3. The CITY agrees to provide this service in a professional manner commencing on January 1, 2025, and to continue until June 30, 2025.
4. In consideration for the dispatch services provided by the CITY, MCLOUD FD agrees to pay to the CITY Three Thousand Dollars (\$3,000) for the term of this Agreement, with payments to be made monthly in the amount of Five Hundred Dollars (\$500).
5. Both parties agree that MCLOUD FD is an independent contractor for purposes of this Agreement and is not an employee of the CITY. MCLOUD FD shall be responsible for its own insurance, payroll taxes, and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between MCLOUD FD and the CITY, other than the provisions stated in this Agreement.
6. MCLOUD FD shall be responsible for its own radio contract to include programming, maintenance, and purchasing of radio equipment, including the one-time cost of One Thousand Three Hundred Sixty-Three Dollars (\$1,363) to add an additional radio channel to the CITY audio logging equipment.
7. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

8. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement shall expire June 30, 2025. This Agreement may be renewed or extended by agreement of both parties thereafter.

11. This Agreement may be terminated by either party without cause upon three hundred sixty-five (365) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Mcloud Fire Chief of the MCLOUD FD.

12. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on

_____.

MCLOUD FIRE DEPARTMENT

ATTEST/NOTARY:

Printed Name:_____

Title:_____

Printed Name:_____

Title:_____

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

LISA LASYONE, MMC
CITY CLERK

Approved as to form and legality on _____.

JOE VORNDRAN, CITY ATTORNEY

BYLAWS OF THE PUBLIC LIBRARIES
OF THE CITY OF SHAWNEE, OKLAHOMA

Article 1
Name

1.01 The name of the libraries shall be Shawnee Public Libraries.

Article 2
Membership of the Board of Trustees

2.01 The members of the Shawnee Public Libraries Board shall be comprised of six members, appointed by the Board of City Commissioners of the City of Shawnee, Oklahoma, to serve for a term of three years, two members to be appointed annually. It shall be hereinafter referred to as the Board.

Article 3
Meetings

3.01 The regular meetings of the Board shall be held on the second Tuesday of each month at 4:00 p.m.

3.02 The annual meeting shall be held at the time of the regular meeting for the month of July.

3.03 Special meetings may be called by the President, or upon the written request of two Board members, for the transaction of business stated in the call for the meeting.

Article 4
Officers

4.01 The officers of the Board shall be elected at the annual meeting of the Board and shall be as follows: President and Vice President. The President of the Board shall preside at all meetings, appoint all committees, authorize calls of any special meetings, and generally perform the duties of a presiding officer. The Vice President, in the absence of the President, shall perform the duties of the President.

4.02 The administrative librarian shall act as Secretary of the Board and shall have charge of, and be responsible for, the administration of the library buildings, premises and equipment, and their care and operation under direction and review of the Board. She, or he, shall also be responsible for carrying out the rules and regulations for the government of the libraries, as promulgated by the Board, consistent with the Charter of the City of Shawnee. She, or he, shall be responsible for the efficiency of library services to the public and for operation of the library within the financial provisions set forth in the annual budget designed for the Shawnee Public Libraries by the City of Shawnee. She or he, shall attend all Board meetings except those at which her, or his, appointment, salary, efficiency, or relations with the other members of the staff or the public in general are to be discussed; but as she, or he, is not a member of the Board she, or he, shall have no vote.

Article 5 Committees

5.01 Special committees for the study and investigation of special problems may be appointed by the President, such committees to serve until the completion of the work for which they were appointed.

Article 6 Order of Business

6.01 The order of business for regular meetings shall be:

- Call to order
- Roll call
- Approval of minutes
- Report of librarian
- Report of committees
- Approval of bills
- Communications
- Unfinished business
- New business
- Adjournment

Article 7

Quorum

7.01 A quorum for the transaction of business shall consist of four members.

Article 8

Library Bill of Rights

8.01 The Board adopts, affirms and incorporates in these Bylaws the Library Bill of Rights promulgated by the American Library Association (adopted 6-18-1948 and amended 2-2-1961, 6-27-1978, and 1-23-1980, by the ALA Council).

Article 9

Procedure

9.01 These Bylaws may be amended at any regular meeting of the Board with a quorum present, by three-fourths vote of the members present, providing the amendment was stated in the call for the meeting.

9.02 Robert's Rules of Order shall be the Board's final authority on all questions of procedure and parliamentary law not covered by the Bylaws.

ADOPTED July 15, 1991

Patti Hillhouse

Patti Hillhouse, President

Yvonne Hinchee

Yvonne Hinchee, Secretary

BYLAWS OF THE PUBLIC LIBRARIES
OF THE CITY OF SHAWNEE, OKLAHOMA

Article 1
Name

1.01 The name of the libraries shall be Shawnee Public Libraries.

Article 2
Membership of the Shawnee Public Libraries Advisory Board

2.01 The members of the Shawnee Public Libraries Advisory Board shall be comprised of six members, appointed by the Board of City Commissioners of the City of Shawnee, Oklahoma, to serve for a term of three years, two members to be appointed annually. It shall be hereinafter referred to as the Board.

Article 3
Meetings

3.01 The regular meeting of the Board shall be held quarterly on the 3rd Tuesday of January, April, July, and October.

3.02 The annual meeting shall be held at the time of the regular meeting for the month of July.

3.03 Special meetings may be called by the president, or upon the written request of two board members, for the transaction of business stated in the call for the meeting.

Article 4
Officers

4.01 The officers of the Board shall be elected at the annual meeting of the Board and shall be as follows: President and Vice President. The President of the Board shall preside at all meetings, appoint all committees, authorize calls of any special meetings, and generally perform the duties of a presiding officer. The Vice President, in the absence of the President, shall perform the duties of the President.

4.02 The Branch Manager shall act as Secretary of the Board and shall have charge of, and be responsible for, the administration of the library buildings, premises and equipment, and their care and operation under the direction of the Board. She, or he, shall also be responsible for carrying out the rules and regulations for the government of libraries, as promulgated by the Board, consistent with the Charter of the City of Shawnee. She, or he, shall be responsible for the efficiency of library services to the public and for operation of the library within the financial provisions set forth in the annual budget designed for the Shawnee Public Libraries by the City of Shawnee. She or he, shall attend all Board meetings except those at which her, or his, appointment, salary, efficiency, or relations with the other members of the staff or the public in general are to be discussed; but as she or he, is not a member of the Board, she, or he, shall have no vote.

Article 5
Committees

5.01 Special committees for the study and investigation of special problems may be appointed by the President, such committees to serve until the completion of the work for which they were appointed.

Article 6
Order of Business

6.01 The order of business for regular meetings shall be:

Call to order
Roll Call
Approval of Minutes
Report of Librarian
Report of committees
Approval of Bills
Communications
Unfinished Business
New Business
Adjournment

Article 7
Quorum

7.01 A quorum for the transaction of business shall consist of fifty percent of board members.
7.02 Virtual attendance is permitted for board members and shall count towards quorum.

Article 8
Library Bill of Rights

8.01 The Board adopts, affirms and incorporates in the these Bylaws the Library Bill of Rights promulgated by the American Library Association adopted 6-18-1948 and amended 2-2-1961, 6-27-1978, and 1-23-1980, and 11-22-2022 by the American Library Council.

Article 9
Procedure

9.01 These Bylaws may be amended at any regular meeting of the Board with a quorum present, by two-thirds vote of the members present, providing the amendment was stated in the call for the meeting.

9.02 Robert's Rules of Order shall be the Board's final authority on all questions of procedure and parliamentary law not covered by the Bylaws.

Adopted

President

Secretary

July 16, 2024
[Signature]



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

Date: November 18, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Authorize an amendment to a Professional Services Agreement with Brandstetter Carroll Inc. for Design Services for the Fire Station #3 remodel.

Background: In November 2023, the Commission approved a contract with Brandstetter Carroll Inc. (BCI) for design services related to the renovation of Fire Station No. 3. This project was identified as a priority under the 2018 Half-Cent Sales Tax initiative, with collections beginning in October 2018. To expedite the timeline, the City of Shawnee secured a loan in September 2020, which included funding for improvements to Station No. 3.

Over the past year, City staff have collaborated extensively with BCI, navigating multiple design revisions and iterations of probable cost estimates to adhere to the City's construction budget. Due to the unforeseen time required for redesign, driven in part by fluctuating construction costs, BCI has requested an amendment to their contract. This amendment, totaling \$47,900, will cover all additional efforts through the completion of construction.

This careful and proactive approach ensures that the project remains on track while addressing the dynamic nature of the construction market, ultimately delivering a fully modernized Fire Station No. 3 for the community.

Financial Impact: \$47,900.00 from 303-5-0720-54200 - 2018 Capital Improvement Fund, Fire Suppression, Capital Outlay-Buildings and Improvements

Attachments: G802-2017 - signed

Staff Recommendation: Approval of the amendment



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Shawnee Fire Station No. 3
Shawnee, OK

AGREEMENT INFORMATION:
Date: 12 November 2023

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 23 October 2024

OWNER: *(name and address)*
City of Shawnee
16 West 9th Street,
Shawnee, Oklahoma 74801

ARCHITECT: *(name and address)*
Brandstetter Carroll Inc.
2360 Chauvin Drive,
Lexington, KY 40517

The Owner and Architect amend the Agreement as follows:

At the request of the owner, the Architect will provide a Schematic Design Package, Construction Documents, and Revised Specifications to supercede the previous design.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

	Hours	Rate	Total
Redesign Schematic Design Package	40	\$165	\$6,600.00
Credit to the Owner			
Redesign Construction Documents			
Civil Engineering	-	-	\$2,500.00
Structural Engineering	-	-	\$1,500.00
Architectural Services	140	\$165	\$23,100.00
MEP Engineering	-	-	\$20,800.00
Total			\$47,900.00

Schedule Adjustment:

Issue for Permit date has been revised to 8th of November 2024.

SIGNATURES:

Brandstetter Carroll Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Benjamin Brandstetter, President

PRINTED NAME AND TITLE

10/23/2024

DATE

City of Shawnee

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

FY-2024 AUDIT ENGAGEMENT LETTER

November 14, 2024

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Shawnee, Oklahoma (the “City”) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding 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 will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAS and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund
- 3) Pension Plan Funding Schedules; and
- 4) OPEB Plan Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements:

- 1) Combining Schedules
- 2) Budgetary Comparison Schedule – General Fund Accounts, Nonmajor Governmental Fund and Major Capital Project Fund
- 3) Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Statistical Section

The objectives of our audit 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 issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAS, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. 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 GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.



In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- 1) Management override of controls
- 2) Improper revenue recognition due to fraud

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of



the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited

financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting standards (GAAS). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAS; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAS; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Mayor and City Council of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agent or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.



The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State Auditor and Inspector. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kency Duarte, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the audit will be \$31,100. If a single audit is needed, our fee will be \$7,000 for the first major program plus \$5,000 for each additional major program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. The fee is also based on the assistance of Crawford & Associates, P.C. in preparing the City's financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also, you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of 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, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.



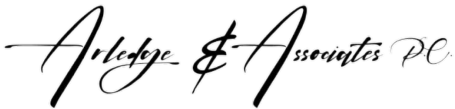
Cost of Consequential Damages

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Shawnee, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



Proclamation

“Small Business Saturday & Shop Shawnee Day”

Whereas, the government of the City of Shawnee, Oklahoma, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, in July of 2024, there are 34.7 million small businesses in the United States; small businesses represent 99.7% of firms with paid employees; small businesses are responsible for 43.5 of the gross domestic product; small businesses created 61.1% of the net new jobs since 1995; and small businesses employ 45.9% of private sector employees in the United States; and

Whereas, dollars spent at small businesses in the United States stay in their local communities, and every dollar spent at a small business creates an additional investment in local business activity as a result of employees and local goods and services; and

Whereas, locally owned businesses build strong neighborhoods by sustaining communities and contributing to local causes during times of prosperity and hardship; and

Whereas, in 2022, 72% of consumers reported that Small Business Saturday made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and in 2023, consumers spent an estimated \$17 billion on Small Business Saturday; and

Whereas, the City of Shawnee collaborates with Shawnee Forward and other organizations to support our local businesses, which create jobs, boost our economy, and enrich our city; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and the City of Shawnee would like to encourage our citizens to “Shop Shawnee” on “Small Business Saturday” and throughout the year in celebration of our local business owners and entrepreneurs.

Now, therefore I, Eric Stephens, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim this 30th day of November 2024, to be

“Small Business Saturday & Shop Shawnee Day”

And urge the residents of our community to support small businesses and merchants on Shop Shawnee Day and throughout the year.

In the City of Shawnee, Oklahoma
Dated this 18th day of November, 2024.

Eric Stephens, Mayor

Lisa Lasyone, MMC, City Clerk



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

Date: November 18, 2024
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Subject: Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that establishes and provides compensation of the City Manager pursuant to Article V, Section 3 of the City Charter.

Background: The City Commission offered Andrea Weckmueller-Behringer the position of City Manager, effective October 4, 2021. This appointment is provided for in Article IV, Section 5 of the City Charter. On both October 3, 2022, and November 20, 2023, the City Commission asked for one-year extensions to the original employment contract.

Article V, Section 3 of the City Charter, stipulates that the agreed-upon salary shall be fixed and recited by resolution. At the most recent City of Shawnee Board of Commissioners meeting held on October 16, 2024, the City Commission approved a step merit pay increase commensurate with that of other City employees.

Financial Impact: As budgeted

Attachments: CM Compensation Resolution - AWB

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT ESTABLISHES AND PROVIDES COMPENSATION OF THE CITY MANAGER PURSUANT TO ARTICLE V, SECTION 3 OF THE CITY CHARTER.

WHEREAS, the City Commission offered Andrea Weckmueller-Behringer the position of City Manager effective October 4, 2021, at 6:00 PM;

WHEREAS, the appointment of City Manager is provided for in Article IV, Section 5 of the City Charter;

WHEREAS, Article V, Section 3 of the City Charter, provides that the salary as may be agreed upon and fixed by the Board of Commissioners, shall be fixed and recited by resolution;

WHEREAS, on October 21, 2024, the City Commission unanimously approved a motion to give the City Manager a step pay increase that was given to other employees; and

WHEREAS, it is understood by all, and expressed herein, that Andrea Weckmueller-Behringer will continue undertaking and performing the vast majority of the responsibilities, duties, and work associated with the position of City Manager.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that:

Andrea Weckmueller-Behringer's salary as City Manager shall be increased by a step pay increase of Two Point Five Percent (2.5%), not to include other benefits and allowances as allowed by policy.

PASSED AND APPROVED this 18th day of November, 2024.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK



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

Date: November 18, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution declaring certain items surplus and no longer needed for City purposes; describing said items; and authorizing disposal of said item at the City's discretion.

Background: Over the course of several years, the City of Shawnee acquired various pieces of outdoor Christmas decorations, and for many years, the Public Works Department displayed the decorations in public areas.

At this time, approximately seven sets of Christmas decorations remain, each with multiple pieces, of which only a few are still operational. City staff is requesting that the decorations be declared surplus and no longer needed for City purposes.

Financial Impact: None

Attachments: Christmas Decoration Surplus Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING SALE OR DISPOSAL AT THE CITY'S DISCRETION.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

That the items of personal property are described as:

1) Various outdoor Christmas decorations

Said property is hereby declared as City-owned property which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to sell or dispose of said items at the City of Shawnee's discretion.

PASSED AND APPROVED this 18th day of November, 2024.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



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

Date: November 18, 2024
To: Board of City Commissioners
From: Jennifer Greenland, Human Resources Director
Subject: Consideration of an ordinance regarding an update to the OkMRF (Oklahoma Municipal Retirement Fund) DB Master Plan and Joinder Agreement.

Background: Full-time, non-union City employees participate in retirement plans administered by the Oklahoma Municipal Retirement Fund (OkMRF). The Internal Revenue Service (IRS) requires the retirement plans to be updated and submitted for approval every six years.

This year, the Defined Benefit (DB) Plan was due for submittal. The City of Shawnee received notification that the IRS has approved the plan updates. Following this IRS action on the DB Retirement Plan, the City's governing board needs to formally adopt the updated language.

Financial Impact: None

Attachments: DB Memo Summary of Material Changes (Master Plan and Joinder), DB Shawnee Ordinance (2025-01-01), Ex A - DB Shawnee Joinder (2025-01-01), Ex B - DB Master Plan - OkMRF Board approved

Staff Recommendation: Approval of the item

MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: February 21, 2023

RE: Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Benefit Plan

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2.1(b)	Definition of Actuarial Equivalent	1983 GAM 83 Mortality Table and Appendix actuarial tables	Pub-2010 Public Retirement Plans Mortality Table and 7.25% interest rate, effective for annuities starting after effective date
2.1(c)	Definition of Aggregate Contributions	Definition of Adjustment Factor	Deletes definition of Adjustment Factor and substitutes definition of Aggregate Contributions
2.1(m)	Definition of Contribution Accumulation	References rate determined by Trustees	Clarified definition to refer to employer contributions pursuant to Section 3.6 of MP and Section 12 of JA; clarifies interest rate as rate earned by the Fund
2.1(n)	Definition of DC Employer Contribution	None	Adds specific definition to relate to the Defined Contribution Option described in new Section 3.6 of MP
2.1(x)	Definition of Hour of Service	None	Adds specific definition
2.1(ll)	Definition of Retirement	Participant must satisfy requirements for a Pension	Adds that participant must also attain age for Early Pension

2.1(oo)	Definition of Spouse	Lengthy and wordy definition that follows US Supreme Court decision	Simplified to refer to federal tax law
2.1(mm)(6)	Definition of Service	For participant 100% vested in another Municipality's plan, include prior service	Clarified that prior service counts regardless of Break in Service
3.3	Contributions by Participants	Allows employees an ongoing ability to elect to participate in the plan	Deletes ongoing ability to elect to participate. Employee must elect to participate upon eligibility
3.6	Defined Contribution Option	Brief provision in Item #12 of JA	Full description of Defined Contribution Option which can be elected by employer in #12 of JA
4.1	Normal Pension	Participant eligible for Normal Pension	Participant's Normal Pension is non-forfeitable upon attainment of Normal Retirement Age
4.2	Early Pension	Doesn't address rehired employees	Early Pension not suspended for retired employee in ineligible classification
4.3	Disability Pension	Participant is disqualified if due to injury in military service and obtains a veteran's disability pension	Eliminates the exclusion. Makes clear that Normal Pension will recommence upon reaching Normal Retirement Age
6.1	Severance Benefit	Upon termination prior to retirement, participant can elect to receive Severance Benefit, or if after participant met the requirements for Deferred Vested Pension	Upon termination, participant can elect to receive Severance Benefit, or after Normal, Early, Disability or Deferred Vested Pension, he receives his pension unless he elects return of Aggregate Contributions
6.4(a)(1)	Spouse's Pension; In-Service Death	Eligibility requirement includes participant had not retired or begun pension	Deleted that requirement
6.8	Defined Contribution Option	None. Brief language in Joinder Agreement	New full description of Defined Contribution Option
7.1	Joint and Survivor Options	Includes description of reduction for contingent pensioner	Changes references from "contingent pensioner" to "survivor pensioner." Deletes description of reduction
7.2	Other Forms of Payment	Option D – Insured annuity & Option E – Periodic Installments	Changed to Convert Defined Contribution Option to Pension
			New Option F – Partial Lump Sum
		Calculations based on actuarial tables in Appendix I and interest rate of 7 ½%	Deletes reference to Appendix and rate

		Includes references to distribution notice time periods	Deleted – not necessary
7.3	Restrictions on Optional Forms	Describes when election of Optional Form can occur	Deletes reference that Participant can elect an option without approval of Authorized Agent within six months of plan by employer
		Election becomes operative if no contingent pensioner is surviving upon participant's death	Change to surviving upon the date payments are to commence after participant's retirement
7.6	Rollover to Another Plan or IRA	Definitions of Eligible Rollover Distribution, Eligible Retirement Plan and Distributee	Updates definitions for IRS requirements
8.3	Notice of Transfers	Notice of transfer must be given immediately after transfer	Deletes reference to "immediately"
9.5	Benefits Payable to Incompetents	Committee has discretion to make payments due to incompetents or minors to parent, spouse, relative or legal representative	Deletes Committee discretion. Payments will be made to power of attorney or court appointed legal guardian
10.6	IRS Limit on Benefits (§415) – Year of Service	Fractional credit for Year of Service	Deleted
10.7	Participant Limitation – Defined Contribution Option	Section 415 limitation on contributions to Defined Contribution Option	Includes additional IRS required language
10.8	Re-employment of Former Employees	Reemployed participant receives credit for prior period if no distribution	Participant will receive service after satisfying vesting requirement. If a Break in Service occurs and employer has established a new hire retirement plan, participant is enrolled in new hire retirement plan
10.9(a)	Re-employment of Retired Participants – Deferred Vested Participants	After retired employee's termination, pension will be based on compensation and service during rehire but if formula is reduced during absence, pension shall be based on prior and subsequent compensation and service	Simplifies to say pension will be based on Average Monthly Compensation and Service
12.3	Authority of Volume Submitter Practitioner	Describes adopting employer reliance and Practitioner's ability to adopt standard interim amendments	Updates language for IRS current requirements

13.2	Liquidation of Fund	Describes order of liquidation upon termination of plan	Clarifies that Contribution Accumulation is first, Aggregate Contributions second
14.9	Incorporation of Trust Agreement	Incorporates provisions of Trust	Adds IRS required language that the provisions of Plan override any conflicting provisions of the Trust or custodial documents
Signature Page		Practitioner information	Deleted
Appendix I		Actuarial factors	Deleted

B. Joinder Agreement

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2	Definition of Employee	Contains exclusions and provides a fill in option	Excludes volunteer firefighters. Adds definitely determinable restriction to fill in option
7c	Normal Retirement Age	Two alternatives: (i) age 65, or (ii) earlier of age 65 or the later of age 62 or 30 years of service	Adds 5 years of service requirement to age 65 option; adds fill in for age and service of second option. IRS requested caveat that definition must comply with IRS final regulations when issued
9	Cost of Living Option (COLA)	Addresses COLA increases	Adds possibility of COLA decreases
11	Limitation on Optional Benefit Forms	Lists the optional forms of benefit and allows Retirement Committee discretion	Cross references to Master Plan and deletes discretion
12	Defined Contribution Option	Very brief description of Defined Contribution Option	Cross references to a full provision in the Master Plan
Sig. page	Reliance on Sponsor Opinion Letter	None	Includes new IRS required language describing ability of adopting employers to rely on IRS approval of plan document

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; AND ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

BE IT ORDAINED BY THE CITY COMMISSION OF SHAWNEE, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Shawnee, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Shawnee, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Shawnee, Oklahoma, is hereby

authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit “A” and Exhibit “B”, which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Shawnee, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit “A” and Exhibit “B”, is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Commission of the City of Shawnee on the 18th day of November, 2024, and was duly adopted and approved by the Mayor and City Commission, on the 18th day of November, 2024, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Shawnee

ERIC STEPHENS, MAYOR

ATTEST: (SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 18th day of November, 2024.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ On the Employee's Employment Commencement Date, if such date is prior to July 1, 2013

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☐ No exclusions.
- ☐ Overtime pay. ☐ Bonuses.
- ☐ Commissions. ☐ Longevity pay. ☒ Severance pay.
- ☒ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Other: [must be definitely determinable]

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:

- ☒ sixty (60) consecutive months.
- ☐ thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- ☒ **Mandatory Contribution Option.** A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:

- ☒ **Pick Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **September 1, 2013** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- ☐ **Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- ☐ Sixty (60) monthly payments.
- ☒ One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- ☐ Plan AAA – 3.00% with no maximum Years of Service
- ☐ Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
- ☒ Plan AA 2.625% ☐ Plan BB 2.25% ☐ Plan CC 1.875%
- ☐ Plan A 1.50% ☐ Plan B 1.125% ☐ Plan C .75%

C. Normal Retirement Age. Normal retirement age shall be:

- ☐ age 65 with completion of five (5) Years of Service
- ☐ The earlier of (i) and (ii) as follows:
- (i) age 65 with completion of five (5) Years of Service
- (ii) the later of (a) or (b), where (a) and (b) are as follows:
- (a) ☐ age 62 ☐ _____
- (b) ☐ the age at which the Participant has completed 30 Years of Service.
- ☐ the age at which the Participant has completed _____ Years of Service

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

[X] Modified Rule of 80:

The earlier of (i) and (ii) as follows:

- (i) age 65 with completion of five (5) Years of Service
- (ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service in the Fund total 80 or greater. To be eligible, the Participant's age plus Years of Service in the Fund must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan).

Examples:

- 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
- 2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.
- 3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

[Note: The Normal Retirement Age of an employer's plan must comply with the final NRA regulations under Treas. Reg § 1.401(a)-l(b) applicable to governmental pension plans effective for employees hired during plan years beginning on or after the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register.]

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- ☐ Ten Year Cliff Vesting Schedule
- ☒ Seven Year Cliff Vesting Schedule
- ☐ Five Year Cliff Vesting Schedule

E. Service Credit Prior to Effective Date. The Employer hereby elects to include the following limitation of service prior to the effective date.

- ☒ No limitation if the Employee's Employment Commencement Date is prior to July 1, 2013.
 - ☒ For all purposes under the Plan
 - ☐ With respect to Service for purposes of vesting and attainment of Normal Retirement Age
- ☐ Service credit prior to the effective date shall not exceed years
 - ☐ For all purposes under the Plan
 - ☐ With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects

- ☒ No service buyback pursuant to Section 10.10 of the Plan
- ☐ The service buyback provisions of Section 10.10 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- ☒ shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
- ☐ shall not be credited with Service for such period.

H. Determination of Service for City Manager. Any Participant in the position of City Manager for the City of Shawnee and who was hired prior to February 1, 2004, shall receive an additional five (5) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan. No early retirement reduction shall apply.

I. Cessation of Benefit Accruals under Retirement Plan. Effective September 1, 2013, all Participants who elect to cease participation in this Plan by making the one-time election to participate in the City of Shawnee Defined Contribution Plan shall cease accrual of Service for purposes of calculating Pension benefits under the Plan. Any such Plan Participant who was an active Participant prior to July 1, 2013, may continue to earn Years of Service for vesting purposes and satisfying Modified Rule of 80 after August 31, 2013, under this Plan but will not continue to earn Years of Service for calculating Pension Benefits under Section 5.1 of the Plan.

J. Limitation of Average Monthly Compensation under Retirement Plan. Effective September 1, 2013, all Participants who elect to cease participation in this Plan by making the one-time election to participate in the City of Shawnee Defined Contribution Plan shall have their benefit calculation under 5.1 of the plan

consider Average Monthly Compensation as defined in 2.1 of the Plan using Compensation reported through August 31, 2013.

K. Determination of Vesting for City Manager. Any Participant in the position of City Manager for the City of Shawnee as of November 1, 2014, shall receive an additional one and one-half (1.50) years of vesting credit for purposes of calculating benefits under Section 5.1 of the Plan.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **September 1, 2013**.

a. ☐ The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.00%

Plan AA - 5.25% Plan BB - 4.50% Plan CC - 3.75%

Plan A – 3.00% Plan B - 2.25% Plan C - 1.50%

b. ☒ The contribution formula shall be **4.25%** [insert number between 0 and twelve] of compensation.

c. ☐ The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %
(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

☒ No Cost-of-Living Option on Future Service Benefits effective August 31, 2013.

"Future Service Benefits" refer to pension benefit accruals after August 31, 2013.

☒ Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases or decreases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1976 (the original date that the Employer elected the Cost-of-Living Option) through August 31, 2013 and shall apply for benefit accruals earned through August 31, 2013.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

☐ be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

☐ be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

☒ not be increased unless such former Employee is subject to Section 10.8 or 10.9 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

☐ Optional benefit forms under Section 7.2 of the Plan will not be permitted.

☒ Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

NONE

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

☒ Not applicable as of September 1, 2013.

(All prior balances under the Defined Contribution Option will remain in place as described below, but no additional employee contributions will be added as of September 1, 2013.).

☒ Participant shall be entitled to the benefit under this option as described in Sections 3.6 and 6.8 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, in addition to the benefit determined according to Section 7B. Each Participant shall be required to contribute to the Plan 4.25% of his or her Compensation. Those contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

This option shall be effective July 1, 1995 through August 31, 2013 [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Shawnee has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, ____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider are: McAfee & Taft A Professional Corporation, 8th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN**

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN**

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ARTICLE I.

Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their Beneficiaries. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) **Accrued Pension:** The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) **Actuarial Equivalent:** Equality in value of the aggregate amounts expected to be received under different forms of payment. Benefits for annuity starting dates beginning prior to the Effective Date will be calculated under the terms of the Previous Plan. For annuity starting dates beginning on or after the Effective Date, except as otherwise specifically noted, the determination of such equality will be based on the Pub-2010 Public Retirement Plans Mortality Table as follows:

Interest: 7.25%

Participant mortality: the weighted average reflecting 2/3 of the PubG-2010.M table and 1/3 of the PubG-2010.F table

Spouse mortality: the weighted average reflecting 2/3 of the PubG-2010.F table and 1/3 of the PubG-2010.M table

Except as provided herein, in the event this Subsection is amended, with respect to a Participant who would be eligible for a Normal Pension or Early Pension on the date of amendment if his employment terminated, the Actuarial Equivalent of such Participant's Accrued Pension with an annuity starting date beginning on or after the date the change is adopted shall be determined as the greater of (i) the Actuarial Equivalent of the Accrued Pension as of the date of change computed on the old basis, or (ii) the Actuarial Equivalent of the total Accrued Pension computed on the new basis.

For purposes of determining the benefit limitations under §415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.1 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) **Aggregate Contributions:** The Employee's aggregate contributions pursuant to Sections 3.3 and/or 3.4 hereof, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983, the interest rate for crediting interest was three and one-half percent (3 ½%) per annum.

(d) **Authorized Agent:** The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) **Authorized Leave of Absence:** Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) **Average Monthly Compensation:** The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months of reported pay selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

(h) **Break in Service:** The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code, unless the Participant is on Authorized Leave of Absence. If an Employee does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

(i) **City Council:** The City Council (or Board of Trustees) of the Employer or other duly qualified and acting governing authority of the Employer.

(j) **Code:** The Internal Revenue Code of 1986, as amended from time to time.

(k) **Committee:** The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article IX hereof.

(l) **Compensation:** Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of benefit accruals, the calculation of benefits, or contribution allocations under the Plan. For purposes of determining an Employee's compensation, any

election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 402(h), 403(b) or 132(f) shall be disregarded.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(1) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed \$200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be \$200,000. The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the applicable annual compensation limit in effect for that prior determination period.

(m) Contribution Accumulation: The Employee's aggregate DC Employer contributions, plus interest thereon pursuant to the Defined Contribution Option in Section 12 of the Joinder Agreement. If the Employer elects such option, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) **DC Employer Contributions:** The Employer contributions described in Section 3.6 hereof.

(o) **Death Benefit:** The pension benefit described in Article VI herein.

(p) **Deferred Vested Pension:** The pension benefit described in Sections 4.4 and 5.4 herein.

(q) **Disability:** A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents an Employee from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(r) **Disability Pension:** The pension benefit described in Sections 4.3 and 5.3 herein.

(s) **Early Pension:** The pension benefit described in Sections 4.2 and 5.2 herein.

(t) **Effective Date:** The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

(u) **Employer:** A Municipality located in the State of Oklahoma which executes the Joinder Agreement.

(v) **Employment Commencement Date:** The date on which the Employee's most recent employment with the Employer began.

(w) **Fund:** The fund established to provide the benefits under the Plan for the exclusive benefit of the employees included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) **Hour of Service:** (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

(y) **Joinder Agreement:** The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(z) **Leased Employee:** Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization

which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(aa) **Limitation Compensation:** Compensation as defined in Section 10.2(b) hereof.

(bb) **Municipality:** (1) each and every municipality located in the State of Oklahoma; (2) public trusts having municipalities as Beneficiaries; (3) interlocal cooperatives between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority which has adopted the Plan and/or which has become a Participant in the related trust according to the terms hereof.

(cc) **Normal Pension:** The pension benefit described in Sections 4.1 and 5.1 herein.

(dd) **Normal Retirement Date:** The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, or the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(ee) **Oklahoma Municipal Retirement Fund:** The entity known as the Oklahoma Municipal Retirement Fund, which was created to combine pension and retirement funds of Oklahoma cities and towns for purposes of management and investment, represented by and acting through its Board of Trustees.

(ff) **Participant:** Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(gg) **Pension:** A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

(hh) **Plan:** The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan set forth herein, and all subsequent amendments.

(ii) **Plan Administrator:** The persons who administer the Plan pursuant to the provisions of Article IX hereof.

(jj) **Plan Year:** The twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(kk) **Previous Plan:** The terms and provisions in the prior instruments governing the Employer's qualified defined benefit retirement plan and related trust, and applying before the

Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ll) **Retirement:** Termination of employment after a Participant has fulfilled all requirements for a Pension and has attained the age required to receive an Early Pension (age 55 or older). Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(mm) **Service:**

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a Participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's retirement plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of Service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service (except as provided in Section 14.1), or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of benefits) but no Employee contributions shall be made with respect to the Participant for such period.

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of service of an Employee shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan, regardless of Break in Service, prior to becoming a

Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(nn) **Severance Benefit:** The pension benefit described in Section 6.1 herein.

(oo) **Spouse:** A spouse as determined under applicable federal tax law.

(pp) **Trust Service Provider:** The person appointed by the Trustees to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(qq) **Trustee:** The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(rr) **U. S. Consumer Price Index:** The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(ss) **Year of Service:** A 12 consecutive month period of Service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereafter" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE III.

Contributions

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an “employee” (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an “Employee,” for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan’s actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable and shall be used for the exclusive benefit of the Participants covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before a Participant becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Participants.

3.3 Contributions by Participants: Unless the Employer selects the Non-Contributory Option, each Participant shall contribute to the cost of providing benefits under this Plan while he remains a Participant who is actively employed. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Participant’s Compensation.

Any required contributions by Participants shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. The Committee may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If a Participant is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Participant’s Compensation shall be deemed to have continued at the same rate for the purpose of computing the Participant’s Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers’ compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Participant contributions shall be made with respect to the Participant for such period.

Each Employee employed after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof,

and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date. Each Employee employed on the original Effective Date of the Plan shall have a one-time irrevocable election to participate in the Plan.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Participant contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Participant contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Participant contributions shall be fully vested in the contributor Participant at all times. Upon retirement, death or termination of employment of a Participant for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Aggregate Contributions. Furthermore, the value of the total benefits payable to the Participant and/or his Beneficiary shall in no event be less than his Aggregate Contributions as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of a Participant, no Aggregate Contributions shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Aggregate Contributions as of the time of the Participant's termination of employment, in which case the difference shall be paid in a lump sum to the Participant and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting and determining Participant rights and the Participant's Aggregate Contributions shall be monitored. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions. The Aggregate Contributions shall be subject to the distribution provisions in Section 3.3.

3.5 Transfer of Contributions: All Employer and Participant contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer or Employer designee, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the Treasurer to the Fund for credit as soon as administratively feasible.

3.6 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, a Contribution Accumulation account shall be created for each active Participant as of the effective date of the option. Each Participant shall be

required as a condition of employment to make a DC Employer contribution in the amount specified in the Adoption Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. Amounts attributable to DC Employer contributions shall be fully vested. The Contribution Accumulation account shall be credited with:

- (1) DC Employer Contributions made by the Participant after the effective date of the option; and
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Plan.

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: A Participant shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Participant occurs; provided however, that at the time of his death, if such Participant has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Participant and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan. Notwithstanding the vesting schedule elected by the Employer in Section 7D of the Joinder Agreement, a Participant's right to his or her Normal Pension shall be nonforfeitable upon attainment of his or her Normal Retirement Age as defined in Section 7C of the Joinder Agreement.

4.2 Early Pension: A Participant may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Participant's Normal Retirement Date. However, if a Participant requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Participant occurs; provided however, that if the retired Participant has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries. Early Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.3 Disability Pension: A Participant shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Participant shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic alcoholism, (b) addition to narcotics, or (c) an injury suffered while engaged in a felonious or criminal act or enterprise.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Participant (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year. The Normal Pension will recommence upon his reaching Normal Retirement Age.

If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.9.

4.4 Deferred Vested Pension: A Participant shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Participant's Normal Retirement Date. However, if the Participant requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 Pensions for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits: Except as provided in Sections 10.12 and 10.13 hereof, if applicable, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Pension as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

(a) Ten Year Cliff Vesting Schedule. The Ten Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 10	0%
At least: 10	100%

(b) Seven Year Cliff Vesting Schedule. The Seven Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 7	0%
At least: 7	100%

(c) Five Year Cliff Vesting Schedule. The Five Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) **Basic Formula:** A Participant who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7E of the Joinder Agreement.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Participant's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(pp)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) **Basic Formula:** A Participant who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment

shall be applicable for any period before the Early Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.3 Disability Pension:

(a) Basic Formula: A Participant who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) Cost-of-Living Adjustment: If the Cost-of Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.4 Deferred Vested Pension:

(a) Basic Formula: A Participant who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.5 Accrued Credits and Vested Benefits Preserved: The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in Section 10 of the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 Severance Benefit: Upon termination of a Participant's employment with the Employer, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Participant's Aggregate Contributions, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Participant's employment and the Participant's request for payment. If such termination of employment occurs after the Participant has met the requirements for Normal, Early, Disability or Deferred Vested Pension, he may receive in lieu of such Aggregate Contributions, the Pension for which he is eligible under the provisions of Article IV, unless the Participant elects to receive such Aggregate Contributions.

If any benefit of any other kind is paid under this Plan to or on behalf of a Participant, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Aggregate Contributions at the time of the Participant's termination of employment, in which case the difference shall be paid to the terminated Participant if living, or if deceased, to his Beneficiary.

6.2 Death Prior to Commencement of Pension: Upon the death of an active Participant or a retired Participant prior to the earlier of the date the Committee approves the commencement of his pension payments or the date fixed for commencement of his Pension payments, the Beneficiary designated by the Participant or retired Participant shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) Basic Formula: Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Participant had accrued at the time of his death considering the Participant's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Participant, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Participant's Aggregate Contributions as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments, previously received by the Spouse or the contingent Beneficiary.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu

thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) Normal Pension, Early Pension or Deferred Vested Pension: Upon the death of a retired Participant after the earlier of the date the Committee approves the commencement of his Normal Pension payments, Early Pension payments or Deferred Vested Pension payments as the case may be, or the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7A of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Disability Pension: Upon the death of a retired Participant who was unmarried or legally separated from his or her spouse, after the earlier of the date the Committee approves the commencement of his Disability Pension payments, or the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7A of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of

monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Participant occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Aggregate Contributions as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Participant's said Aggregate Contributions over the sum of such Pension payments, if any, previously received by the retired Participant. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Participant was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Participant shall be eligible for a Spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Participant's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided that the Participant, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, and (c) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of Spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Participant's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Post-Disability Retirement Death: The surviving spouse of a deceased, retired Participant, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7A of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) Post-Termination Death Benefit After Deferred Vested Termination: The surviving spouse of a deceased, retired Participant, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Participant's date of death or (ii) the earliest date of which the Participant could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Participant's Aggregate Contributions over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Participant was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 Designation of Beneficiary: Each active or retired Participant may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If a Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Death Benefit shall be paid to the Participant's spouse, if living, or otherwise, to the estate of the Participant. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance or Death Benefits for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

6.7 HEART Act Provision: In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

6.8 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, as soon as administratively possible after termination of employment or death of the Participant, the administrator shall pay the Participant or Beneficiary, if applicable, the Contribution Accumulation account balance as requested. The Participant may elect to receive the Contribution Accumulation in any of the benefit payment options permitted under the Plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences. This benefit shall be in addition to any Normal, Early, Disability or Deferred Vested Pension that the Participant or Beneficiary may be entitled to.

ARTICLE VII.

Optional Retirement Benefits

7.1 Joint and Survivor Options: By filing an application with the Authorized Agent prior to the start of payments, a married Participant not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that 100% of such monthly benefit shall be payable to the Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death.

Option C - Joint and 66 2/3% Survivor Annuity. An adjusted Pension payable for the joint lifetime of the Participant and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the survivor pensioner during the survivor pensioner's lifetime through the last monthly payment on or prior to such survivor pensioner's death.

7.2 Other Forms of Payment: If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of a Participant (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Participant (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Convert Defined Contribution Option to Pension. Under this form, the payee will convert the Contribution Accumulation if the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, using the Actuarial Equivalent and will be added to his Pension. No future Cost of Living adjustments, if applicable, will be made or considered in calculating the payment under this optional form.

Option E - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option F – Partial Lump Sum. Under this form, the payee will receive a single sum payment that is smaller than the amount payable under Option E. The Accrued Pension will be reduced by the Actuarial Equivalent of the single sum payment, and the reduced amount will be payable in accordance with Article IV or, if selected by the payee, under one of the Joint and Survivor Options in accordance with Section 7.1. In the event that part of the Accrued Pension is subject to the Cost-of-Living Option and part of the Accrued Pension is not so subject, any partial lump sum payment will reduce each part of the Accrued Pension pro rata.

Option G - Combination. Under this form, the payee will receive a combination of Options D, E, or F, as selected by the payee.

The Committee shall, if it deems appropriate, require a Participant (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars (\$50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to a Participant, a Participant may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event a Participant dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. A Participant receiving a Disability Pension is not eligible for any of the options.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the date payments are to commence after the Participant's Retirement.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Aggregate Contributions, Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled to a Pension under the provisions of Article VIII-Employment Transfers.

7.6 Rollover to Another Plan or IRA: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) Definitions: For purposes of this Section 7.6, the following definitions shall apply:

(i) **“Eligible Rollover Distribution”:** An “Eligible Rollover Distribution” is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a “traditional IRA”) or a Roth individual account or annuity described in Section 408A of the Code (a “Roth IRA”), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) **“Eligible Retirement Plan”:** An “Eligible Retirement Plan” is a traditional IRA, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, effective January 1, 2008, a Roth IRA that accepts the Distributee's Eligible Rollover Distribution, or, effective December 8, 2015, a SIMPLE IRA. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account,

an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

(iii) **“Distributee”:** A “Distributee” includes a Participant or former Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iv) **“Direct Rollover”:** A “Direct Rollover” is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

7.7 Minimum Distribution Requirements:

(a) General Rules:

(i) **Effective Date.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence.** The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated.** All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section, other than Subsection (iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution:

(i) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(ii) **Death of Participant Before Distributions Begin.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) **Determination of Amount to be Distributed Each Year:**

(i) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);
- (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (4) payments will either be nonincreasing or increase only as follows:
 - a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);
 - c to provide cash refunds of employee contributions upon the Participant's death; or
 - d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution

calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime:

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

(i) **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) **Death Before Distributions Begin.**

a. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed,

beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

b. **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) Definitions:

(i) **Designated Beneficiary.** The individual who is designated as the beneficiary under Section 6.5 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(ii).

(iii) **Life Expectancy.** Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning Date.** The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) To Another Category With This Employer: If a Participant is employed by the Employer under this Plan and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease; his benefits shall remain in the Fund (unless such Participant is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan. However, if a Participant participates in any other retirement plan sponsored by the Employer within the Fund, he shall continue to accrue Service for vesting purposes under this Plan.

(b) To Another Municipality: If a Participant's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder:

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, he shall be entitled to his Pension. If he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, and he has not withdrawn his Aggregate Contributions in this Plan, then he will continue to accrue Service in this Plan for the purpose of the determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Aggregate Contributions shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits and for determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) From Another Category with This Employer: Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his eligibility for benefits hereunder and not in computing the amount of

such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) From Another Municipality: If a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

(c) Previously Fully Vested With A Municipality: With respect to a Participant who was previously 100% vested in any Municipality's qualified retirement plan in the Fund, prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for eligibility and vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the Municipality.

8.3 Notice of Transfers: After any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Committee.

ARTICLE IX.

Administration

9.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cast the ballot for the election of Trustees of the Oklahoma Municipal Retirement Funds;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

(11) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(12) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise; and

(13) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan.

(14) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Participants or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Pension under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules, regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Fund) in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;

(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;

(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

(5) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

(c) **Plan Municipal Counselor:** The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

9.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

9.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Fund, upon written directions of the Committee acting through the Authorized Agent.

9.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Participant contributions) shall be forfeited.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall

be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

9.6 No Participant Loans Permitted: Loans to Participants are not permitted under this Plan. Any references to Participant Loans in the Trust Indenture establishing the Oklahoma Municipal Retirement Fund shall not be applicable to this Plan.

ARTICLE X.

Limitations

10.1 Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986:

(a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.

(b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(e) The limitations of this Article shall be determined and applied taking into account the rules in Section 10.7.

10.2 Definitions: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins

at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.2(a)(1) or Section 10.2(a)(2).

(1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 10.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** Except as provided in Section 10.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;

(b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below); and

(c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

(iii) **Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 10.2(a)(2)(iv).

(iv) **Definition of "Applicable Mortality Table."** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.

(v) **Applicable interest rate.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting “Section 417(e)(3)(A)(ii)(II) for “Section 412(b)(5)(B)(ii)(II),” and

(c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) **Compensation:** Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee’s gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of

2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(d) **Employer:** For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer:** A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Limitation Year: The Plan Year:** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) **Adjustment for Less Than 10 Years of Participation:** If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.

(2) **Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65:** Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

(i) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.**

I. **Limitation Years Beginning Before July 1, 2007.** If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life

annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after sixty-five (65) years of age but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a “qualified participant” as defined in Section 415(b)(2)(H) of the Code.

(3) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction — (I) the numerator of which is the Participant’s number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and

(ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal injuries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.

(5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant’s prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).

(6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.

10.3 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.4 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee’s new employer maintains the Plan with respect to the employee.

10.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.6 Other Rules:

(a) **Benefits Under Terminated Plans:** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits Transferred From the Plan:** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer:** A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer:** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the Plan of the predecessor employer.

(e) **Special Rules:** The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans:** If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

10.7 Participant Limitation Applicable to Defined Contribution Option:

(a) **General:** If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement, the maximum permissible amount which may be contributed or allocated to or made with respect to any Participant shall be the lesser of:

(1) \$40,000, as adjusted for cost-of-living under Code Section 415(d) (the "Defined Contribution Dollar Limitation"), or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

Notwithstanding any provision of the Plan to the contrary, if the annual additions are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final §415 regulations.

(b) **Definition of Annual Additions:** Annual additions: The sum of the following amounts credited to a participant's account for the limitation year: (a) employer contributions; (b) employee contributions; (c) forfeitures (d) amounts allocated to an individual medical account, as defined in § 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are

treated as annual additions to a defined contribution plan; and (e) allocations under a simplified employee pension.

(c) **Participation in another plan:** This subsection applies if, in addition to this plan, the participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund maintained by the employer, an individual medical account maintained by the employer, or a simplified employee pension maintained by the employer, that provides an annual addition as defined in subsection (b), during any limitation year. The annual additions which may be credited to a participant's account under this plan for any such limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to a participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same limitation year. If the annual additions with respect to the participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the employer are less than the maximum permissible amount and the employer contribution that would otherwise be contributed or allocated to the participant's account under this plan would cause the annual additions for the limitation year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the limitation year will equal the maximum permissible amount. If the annual additions with respect to the participant under such other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the participant's account under this plan for the limitation year.

10.8 Re-employment of Former Employees: If a Participant's employment is terminated before he is eligible for a Pension and the Participant is subsequently re-employed by the Employer, the Participant shall only receive credited Service for his previous period of employment if he did not receive a distribution of Aggregate Contributions, with eligibility and vesting rules as provided under Article VIII-Employment Transfers. The Participant will receive the credited Service once he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested. If the Employer has established a new hire retirement plan, and the retired Employee has incurred a Break in Service, the retired Employee shall be enrolled in the new hire retirement plan.

If a Participant's employment is terminated before he is eligible for a Pension, the Plan provided for the Non-Contribution Option on or before such termination, and the Participant is subsequently re-employed by the Employer, then the Participant will be entitled to credit for such prior Service for benefit accrual purposes, but not for vesting purposes.

10.9 Re-employment of Retired Participants:

- (a) **Deferred Vested Retired Participant:** If a former Participant retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of such Employee's employment, the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of the Plan's benefit

formula and the Employee's Average Monthly Compensation and Service with the Employer.

- (b) **Retired Participants in Pay Status:** In the case of re-employment of a retired Participant who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (i) and (ii), as follows:
- (i) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement. If the amount was originally paid early, its new early reduction shall be recalculated to exclude the months of re-employment with no payments. Only re-employment months prior to the Participant's Normal Retirement Date would be excluded.
 - (ii) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII. The Participant does not have to select the same form of payment as for Subsection (i).

10.10 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Aggregate Contributions may be reccredited with his service if he repays his Aggregate Contributions with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 Non-Guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Fund Assets: No Participant shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 Non-Alienation of Benefits: The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person. Except as duly required under applicable law (including any domestic relations order) benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Participant, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, the Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Participant in the event of his divorce, insolvency, or bankruptcy.

11.4 Disclaimer of Liability: Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 Indemnification of Trustees: The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 Payments Under a Qualified Domestic Relations Order

(a) **General:** The Municipality shall follow the terms of any “Qualified Domestic Relations Order” as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an “Alternate Payee” rights in the benefit of the Participant.

(b) The term “Qualified Domestic Relations Order” means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

(1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

(2) the amount or percentage of the Participant’s benefits to be paid by the Plan to the Alternate Payee;

(3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

(4) each plan to which such order applies.

(a) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

(1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

(2) does not require the Plan to provide increased benefits; and,

(3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(f) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related Participant.

(g) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall

terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(k) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.2 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

12.3 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Participants, and interests of the Participants therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement.

(b) The Aggregate Contributions of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Participant, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(c) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(d) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(e) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(f) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Participant's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event that either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

14.1 USERRA: Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

14.2 No Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

14.3 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

14.4 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

14.5 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

14.6 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

14.7 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

14.8 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the

extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund.

14.9 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan. The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

14.10 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 14.10, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

ATTEST: _____
 OKLAHOMA MUNICIPAL RETIREMENT FUND
 OFFICIAL
 (CORPORATE SEAL)
 OKLA.

By James J. Allen

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

(NOTARY SEAL)

My Commission Expires: 09/27/2025



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

Date: November 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending Section 22-184(A) and Section 22-208(E)(3)(a), of the Shawnee Municipal Code, providing for repealer, codification, and severability.

Background: As the new Unified Development Code has been adopted and is in the process of being codified, our online publishing platform, MuniCode, noticed two errors in the R-1 Low Density Residential District. These are minor errors involving additional words and/or letters that should be deleted in order to enhance text clarity and readability.

Although these edits are minimal in nature, the City Commission will need to adopt these changes by ordinance. The attached ordinance therefore deletes the additional verbiage to clarify this zoning district. Approval of the ordinance does not alter the intent of the zoning district, and allows MuniCode to finish the codification process of the Unified Development Code.

Financial Impact: None

Attachments: Ch 22 ordinance with revisions, Ch 22 Ordinance Proposed

Staff Recommendation: Approval of the ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING SECTION 22-184(A) AND SECTION 22-208(E)(3)(a) OF CHAPTER 22, "PLANNING AND DEVELOPMENT"; 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

WHEREAS, the proposed changes to the Code of Ordinances of the City of Shawnee noted below include language to be deleted that is shown below as struck though, while language added is italicized.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: Section 22-184(a)- Low-Density Residential (R-1) District

A. Purpose

The Low-Density Residential (R-1) District is designed to primarily accommodate low-density single-family residential development supported by parks, open space, cultural, and educational amenities. ~~Lot sizes tend to range~~ This district represents the character and intent of the Large Lot Residential and Low Density Residential Future Land Use Categories.

Section 2: Section 22-208(E)(3)(a) – Dimensional Regulations

- a. Every part of a required side yard shall be open and unobstructed except for the ordinary projections of window sills, belt courses, cornices, and other architectural features projecting not to exceed 12 inches into the required side yard and roof eaves projecting not to exceed 4 feet into the required side yard. A fence may *be constructed* in accordance with Sec. 22-212. D.). ~~may be constructed on the e adjacent to a side yard~~

Section 3: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 4: Codification. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 5: 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 18th day of November, 2024.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 18th day of November, 2024.

JOSEPH M. VORNDRAN
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING SECTION 22-184(A) AND SECTION 22-208(E)(3)(a) OF CHAPTER 22, "PLANNING AND DEVELOPMENT"; 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

WHEREAS, the proposed changes to the Code of Ordinances of the City of Shawnee noted below include language to be deleted that is shown below as struck through, while language added is italicized.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: Section 22-184(a)- Low-Density Residential (R-1) District

A. Purpose

The Low-Density Residential (R-1) District is designed to primarily accommodate low-density single-family residential development supported by parks, open space, cultural, and educational amenities. This district represents the character and intent of the Large Lot Residential and Low Density Residential Future Land Use Categories.

Section 2: Section 22-208(E)(3)(a) – Dimensional Regulations

- a. Every part of a required side yard shall be open and unobstructed except for the ordinary projections of window sills, belt courses, cornices, and other architectural features projecting not to exceed 12 inches into the required side yard and roof eaves projecting not to exceed 4 feet into the required side yard. A fence may *be constructed* in accordance with Sec. 22-212. D.).

Section 3: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 4: Codification. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 5: 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 18th day of November, 2024.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 18th day of November, 2024.

JOSEPH M. VORNDRA
CITY ATTORNEY



Community Development Department

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

Date: November 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a resolution updating the City Fee Schedule by amending portions of Chapter 22, "Planning and Development", Article X of the Shawnee Municipal Code; and providing for the re-adoption of the City Fee Schedule in whole.

Background: At the October 21 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 planning and zoning fees. Based on the feedback received from the City Commissioners, staff has now drafted a proposed resolution aimed at formalizing these fees. This draft resolution included the proposed fees presented at last month's City Commission meeting.

By formalizing these fees, the City aims to recover some of the costs associated with the necessary reviews for development proposals. 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, or increase of these application fees represents a crucial step towards ensuring the sustainability and quality of development projects within the City of Shawnee. 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 our residents.

Financial Impact: Not applicable

Attachments: Resolution, Exhibit A, Exhibit B

Staff Recommendation: Approval of the resolution

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF CHAPTER 22, “PLANNING ANDS DEVELOPMENT” 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; and

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 Chapter 22.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA.

Section 1. Section 22-199 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 3 Sec 22- 199(I)(i)	Planning and Development	Commercial Use-Specific Regulations: Short-term rental property license application fee	\$180.00
Chapter 22 Art X Div 3 Sec 22- 199(I)(i)	Planning and Development	Commercial Use-Specific Regulations: Short-term rental property license renewal fee	\$100.00

Section 2. Section 22-202 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 3 Sec 22- 202(A)(2)(b)	Planning and Development	Public, Civic, and Institutional Use-Specific Regulations: Tower application filing fee	\$500.00
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Section 3. Section 22-221 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 5 Sec 22- 221(D)(7)(d)	Planning and Development	Subdivision Design Standards and Required Improvements: Fee in lieu of Sidewalk Improvements	\$12.00 per square foot
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Chapter 22 Art X Div 5 Sec 22- 221(N)(3)(e)	Planning and Development	Subdivision Design Standards and Required Improvements: Parkland Fee in lieu of dedication (Residential or Mixed-Use Development)	\$300.00 per dwelling unit
Chapter 22 Art X Div 5 Sec 22- 221(N)(3)(g)	Planning and Development	Subdivision Design Standards and Required Improvements: Parkland Fee in lieu of dedication (Nonresidential Development)	\$500.00 per acre of development

Section 4. Section 22-223 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 6 Sec 22- 223(D)(1)(b)	Planning and Development	Subdivision Design Standards and Required Improvements: Preliminary Plat Fee	\$400.00, plus \$2.00 per lot up to 50 lots, and plus \$1.00 per lot after 50 lots.
Chapter 22 Art X Div 6 Sec 22- 223(D)(1)(b)	Planning and Development	Subdivision Design Standards and Required Improvements: Final Plat Fee	\$350.00, plus \$2.00 per lot up to 50 lots, and plus \$1.00 per lot after 50 lots.
Chapter 22 Art X Div 6 Sec 22- 223(D)(1)(b)	Planning and Development	General Procedures: Application fee	\$350.00
Chapter 22 Art X Div 6 Sec 22- 223(D)(1)(b)	Planning and Development	Minor Subdivision	\$200.00
Chapter 22 Art X Div 6 Sec 22- 223(M)(2)(c)	Planning and Development	General Procedures: Appeal filing fee	\$250.00

Section 5. Section 22-226 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 6 Sec 22-226	Planning and Development	Planned Unit Development	\$550.00
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Section 6. Section 22-227 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 6 Sec 22- 227(C)(2)(e)	Planning and Development	Conditional Use Permit: Permit Application fee	\$350.00
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Section 7. Section 22-234 of Article X of Chapter 22 shall include the following fees to the City Fee Schedule:

Chapter 22 Art X Div 6 Sec 22- 234(B)	Planning and Development	Sign Permit: Temporary Sign permit fee	\$25.00
Chapter 22 Art X Div 6 Sec 22- 234(B)	Planning and Development	Sign Permit: Permanent Sign permit fee	\$200 or 25% of sign value (whichever is greater)

Section 8. 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 updated 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 18th day of November 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 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			
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	Shawnee Arts and Culture Commission Application Fee	\$50.00			
Part II Chapter 22 Art X Div 3 Sec 22-199(I)(i)	Planning and Development	Commercial Use-Specific Regulations: Short-term rental property license application fee	\$180.00			
Part II Chapter 22 Art X Div 3 Sec 22-199(I)(i)	Planning and Development	Commercial Use-Specific Regulations: Short-term rental property license renewal fee	\$100.00			
Part II Chapter 22 Art X Div 3 Sec 22-202(A)(2)(b)	Planning and Development	Public, Civic, and Institutional Use-Specific Regulations: Tower application filing fee	\$500.00			
Part II Chapter 22 Art X Div 5 Sec 22-221(D)(7)(d)	Planning and Development	Subdivision Design Standards and Required Improvements: Fee in lieu of Sidewalk Improvements	\$12.00 per square foot			
Part II Chapter 22 Art X Div 5 Sec 22-221(N)(3)(e)	Planning and Development	Subdivision Design Standards and Required Improvements: Parkland Fee in lieu of dedication (Residential or Mixed-Use Development)	\$300.00 per dwelling unit			
Part II Chapter 22 Art X Div 5 Sec 22-221(N)(3)(g)	Planning and Development	Subdivision Design Standards and Required Improvements: Parkland Fee in lieu of dedication (Nonresidential Development)	\$500.00 per acre of development			

<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 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	Subdivision Design Standards and Required Improvements: Preliminary Plat Fee	\$400.00, plus \$2.00 per lot up to 50 lots, and plus \$1.00 per lot after 50 lots.			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	Subdivision Design Standards and Required Improvements: Final Plat Fee	\$350.00, plus \$2.00 per lot up to 50 lots, and plus \$1.00 per lot after 50 lots.			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	General Procedures: Application fee	\$350.00			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	Minor Subdivision	\$200.00			
Part II Chapter 22 Art X Div 6 Sec 22-223(M)(2)(c)	Planning and Development	General Procedures: Appeal filing fee	\$250.00			
Part II Chapter 22 Art X Div 6 Sec 22-226	Planning and Development	Planned Unit Development	\$550.00			
Part II Chapter 22 Art X Div 6 Sec 22-227(C)(2)(e)	Planning and Development	Conditional Use Permit: Permit Application fee	\$350.00			
Part II Chapter 22 Art X Div 6 Sec 22-234(B)	Planning and Development	Sign Permit: Temporary Sign permit fee	\$25.00			
Part II Chapter 22 Art X Div 6 Sec 22-234(B)	Planning and Development	Sign Permit: Permanent Sign permit fee	\$200 or 25% of sign value (whichever is greater)			

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		

Appendix A - City Fee Schedule

<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

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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		

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

Appendix A - City Fee Schedule

<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			

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<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			

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<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		

Appendix A - City Fee Schedule

<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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<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 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						
						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 1 Sec 9-38 (c)	Cable Communications	Liability and indemnification: insurance				
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	
CHAPTER 10: CEMETERIES						

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<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 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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<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 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						

Appendix A - City Fee Schedule

<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		

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<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			

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<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		

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<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						

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<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			

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<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			

Appendix A - City Fee Schedule

<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						

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<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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<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
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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<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 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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<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 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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<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 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 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	Shawnee Arts and Culture Commission Application Fee	\$50.00			
Part II Chapter 22 Art X Div 3 Sec 22-199(I)(i)	Planning and Development	Commercial Use-Specific Regulations: Short-term rental property license application fee	\$180.00			
Part II Chapter 22 Art X Div 3 Sec 22-199(I)(i)	Planning and Development	Commercial Use-Specific Regulations: Short-term rental property license renewal fee	\$100.00			
Part II Chapter 22 Art X Div 3 Sec 22-202(A)(2)(b)	Planning and Development	Public, Civic, and Institutional Use-Specific Regulations: Tower application filing fee	\$500.00			
Part II Chapter 22 Art X Div 5 Sec 22-221(D)(7)(d)	Planning and Development	Subdivision Design Standards and Required Improvements: Fee in lieu of Sidewalk Improvements	\$12.00 per square foot			
Part II Chapter 22 Art X Div 5 Sec 22-221(N)(3)(e)	Planning and Development	Subdivision Design Standards and Required Improvements: Parkland Fee in lieu of dedication (Residential or Mixed-Use Development)	\$300.00 per dwelling unit			
Part II Chapter 22 Art X Div 5 Sec 22-221(N)(3)(g)	Planning and Development	Subdivision Design Standards and Required Improvements: Parkland Fee in lieu of dedication (Nonresidential Development)	\$500.00 per acre of development			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	Subdivision Design Standards and Required Improvements: Preliminary Plat Fee	\$400.00, plus \$2.00 per lot up to 50 lots, and plus \$1.00 per lot after 50 lots.			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	Subdivision Design Standards and Required Improvements: Final Plat Fee	\$350.00, plus \$2.00 per lot up to 50 lots, and plus \$1.00 per lot after 50 lots.			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	General Procedures: Application fee	\$350.00			
Part II Chapter 22 Art X Div 6 Sec 22-223(D)(1)(b)	Planning and Development	Minor Subdivision	\$200.00			

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<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 22 Art X Div 6 Sec 22-223(M)(2)(c)	Planning and Development	General Procedures: Appeal filing fee	\$250.00			
Part II Chapter 22 Art X Div 6 Sec 22-226	Planning and Development	Planned Unit Development	\$550.00			
Part II Chapter 22 Art X Div 6 Sec 22-227(C)(2)(e)	Planning and Development	Conditional Use Permit: Permit Application fee	\$350.00			
Part II Chapter 22 Art X Div 6 Sec 22-234(B)	Planning and Development	Sign Permit: Temporary Sign permit fee	\$25.00			
Part II Chapter 22 Art X Div 6 Sec 22-234(B)	Planning and Development	Sign Permit: Permanent Sign permit fee	\$200 or 25% of sign value (whichever is greater)			
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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<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 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
		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.				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks		\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
		Excavations:				
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Maximum Fine	\$10			
		Excavation:				
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Bond		\$500	\$2,000	
		Excavations:				
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	liability Insurance Coverage				\$5,000, \$10,000, \$5,000
		Streets:				
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Cut Fee	\$60			
CHAPTER 25: TAXATION						
		Failure or Refusal to Pay or Fraudulent Returns under this Section:				
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Maximum Fine		\$500		
		Failure or Refusal to Pay or Fraudulent Returns under this Section:				
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Maximum Fine		\$500		
CHAPTER 26: UTILITIES						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
		Water Rates: The minimum charge for water used by consumers inside the city limits:				
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$25.79			
		1,001—4,000	\$4.85			

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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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<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			

Appendix A - City Fee Schedule

<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				

Appendix A - City Fee Schedule

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		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		

Appendix A - City Fee Schedule

<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 26-67 (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		
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			

Appendix A - City Fee Schedule

<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			

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<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			

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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



Community Development Department

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

Date: November 18, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing of a request to rezone property located at 3918 North Kickapoo Avenue from R-1 (Low-Density Residential District) to C-2 (Regional Commercial District).
Case No. RZ05-24 | Applicant: Erika Jones

Background: This request is to rezone property located at 3918 North Kickapoo Avenue from R-1 (Low-Density Residential District) to C-2 (Regional Commercial District).

However, this item has not yet been reviewed by the Planning Commission due to the cancelation of their November 6, 2024, meeting. Because of this, City staff is recommending this item be deferred to the December 16, 2024, City Commission meeting.

Financial Impact: None

Attachments:

Staff Recommendation: Deferral of the item to the December 16, 2024, City Commission meeting



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

Date: November 18, 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). *(Property located at approximately 2025 East MacArthur.)*
Case No. RZ04-24 | Applicant: Rueben Peltier Properties (Nick Atwood, Attorney).
(Deferred from the October 21, 2024, City Commission meeting.)

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.

The applicant previously requested a deferral of this item to the November 21, 2024, City Commission meeting, which was approved on a 7-0 vote.

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 (5) 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: Denial of the rezoning request

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

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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

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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

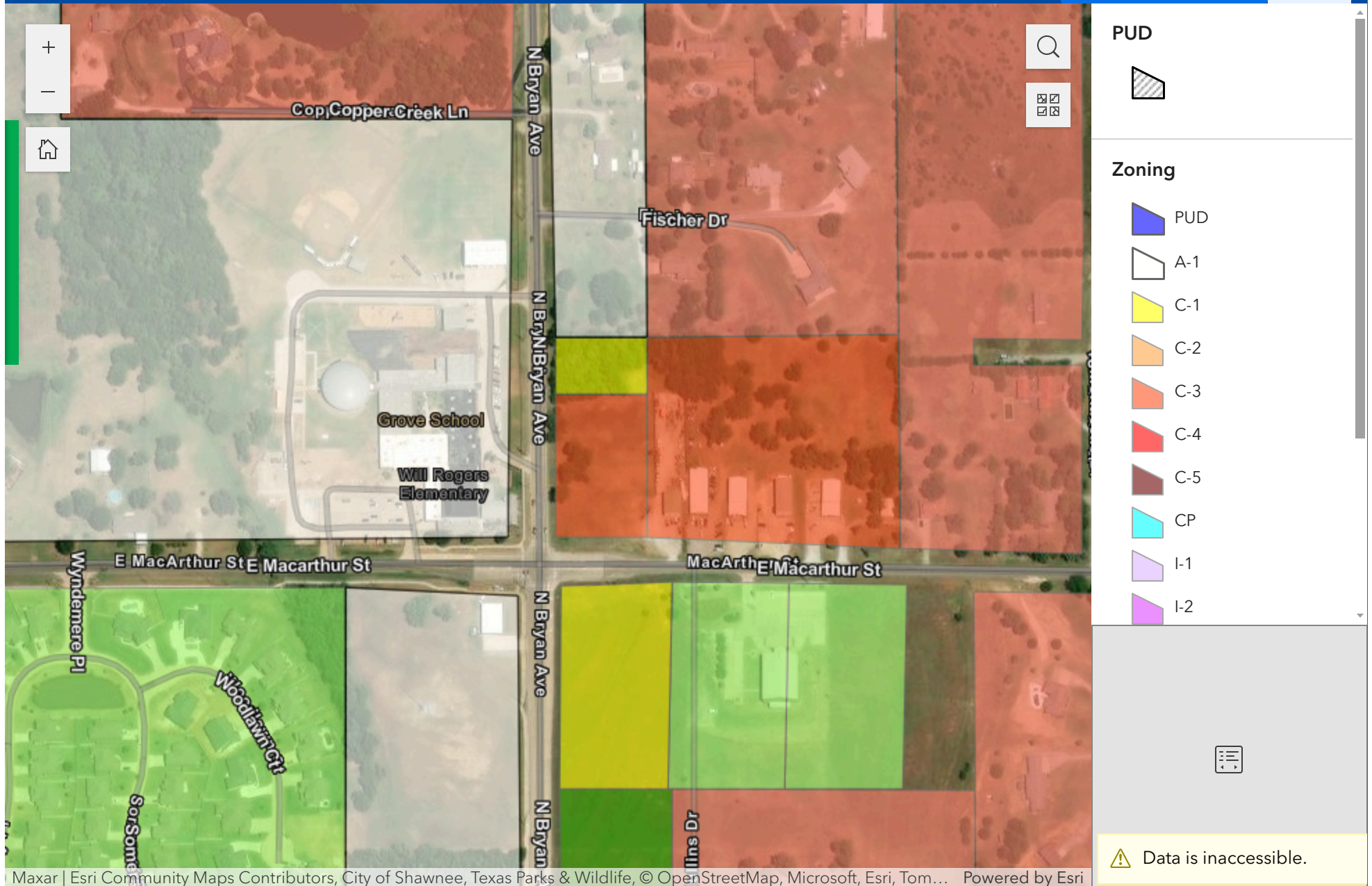
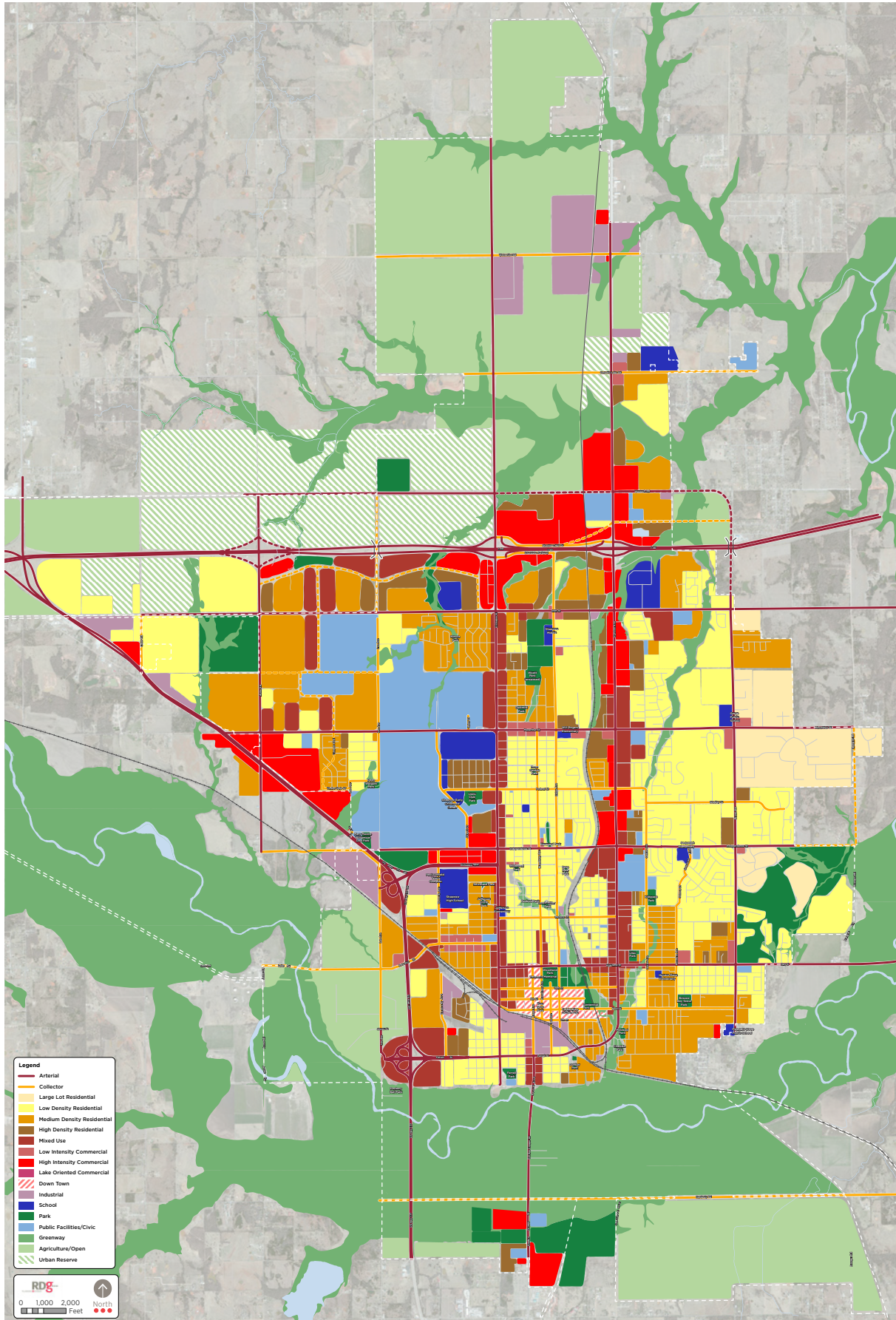


FIGURE 3.4: Future Land Use Plan



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]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 5505

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

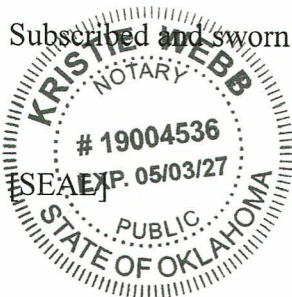
- _____ Meeting with Planning Department staff member
- _____ Application – completed and signed
- _____ Certified list of property owners' addresses obtained from a licensed abstract or title company
- _____ Deed or Affidavit – proof of ownership or signed permission for land use change application
- _____ Fees – The cost of the application and applicable fees are due at the time of submittal.

STATE OF OKLAHOMA)
) ss.
POTTAWATOMIE COUNTY)

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;

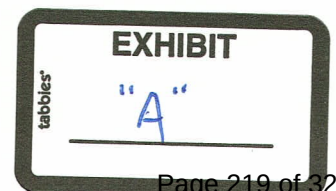
Lot Eight (8), Block One (1), SUNSET PARK 2nd ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, a/k/a 625 W. Rosa;

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.

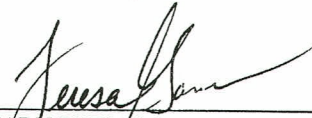

REUBEN PELTIER

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

SHAHER 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 & SHELLY BELTZ 43106 MACARTHUR SHAWNEE, OK 74801-0000	3	1	CORONADO TERRACE
ERNST CHERYL N & SHELLY 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.

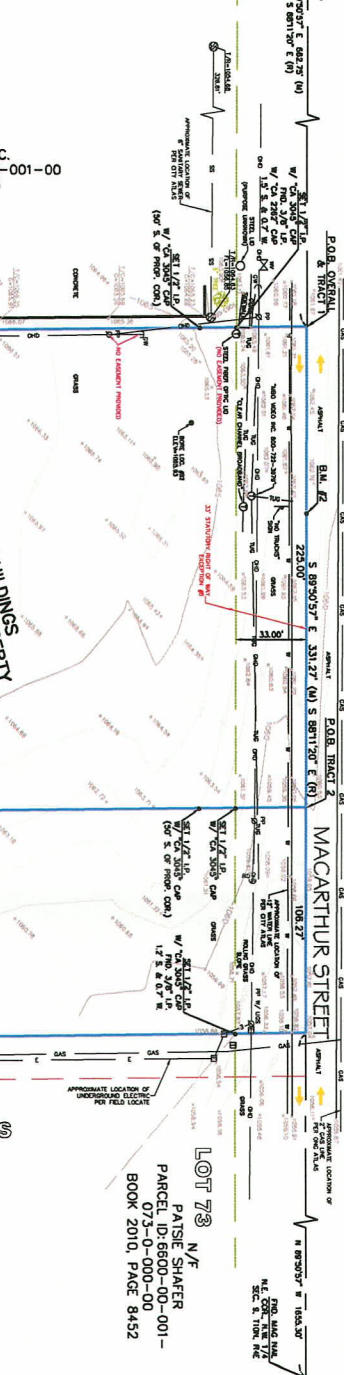
NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental 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



BLK 7.1 (NINE SPOT CORNER)
 1/2 AC. 7" x 1" TOP OF CURB
 SE. CORNER OF WEST
 1/2 AC. 7" x 1" TOP OF CURB
 D.L.W. 1098.50. PAVING LOT

BLK 7.2
 1/2 AC. N.E. IN MACDONALD STREET
 APPROX. 60' W. OF EAST OF
 PROPERTY PLAB.
 D.L.W. 1098.50.

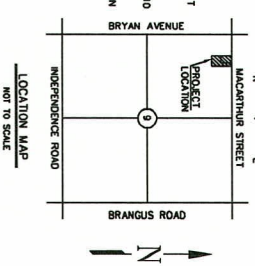
BLK 7.3
 TOP HALF OF FIRE HYDRANT
 PAVING LOT
 1/2 AC. 7" x 1" TOP OF CURB
 D.L.W. 1098.14

LOT 73 N/F
PATSIIE SHAFER
PARCEL ID: 6600-00-001-
073-0-000-00
BOOK 2010, PAGE 8452

N/F
JASON & AMBER MOTRYCH
PARCEL ID:6600-00-001-
071-0-000-00
BOOK 2003, PAGE 7451

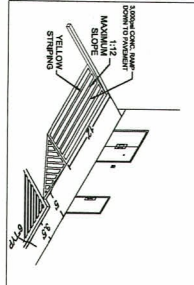
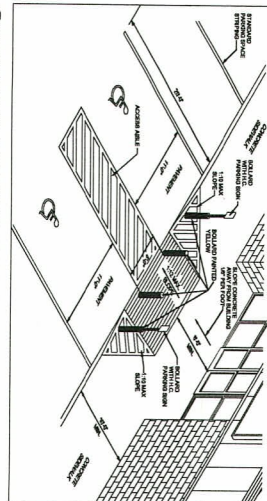
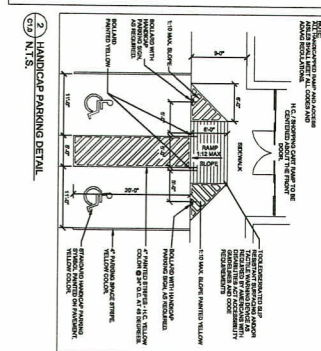
104

	and continuous user		Full box
	allow any		Power hole
	Electric blanket		High
	Electric item		Unprotected device
	Free 30% connection		Specialized LAN
	Free equipment		Various types device
	Full fulls port		Various items device
	Set device		Various items device
	Blank port		Blank
	Blank net		Electric blanket
	Blank net		Electric item
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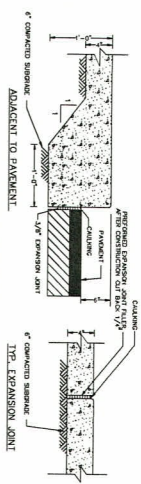
111

Date 7/10/94

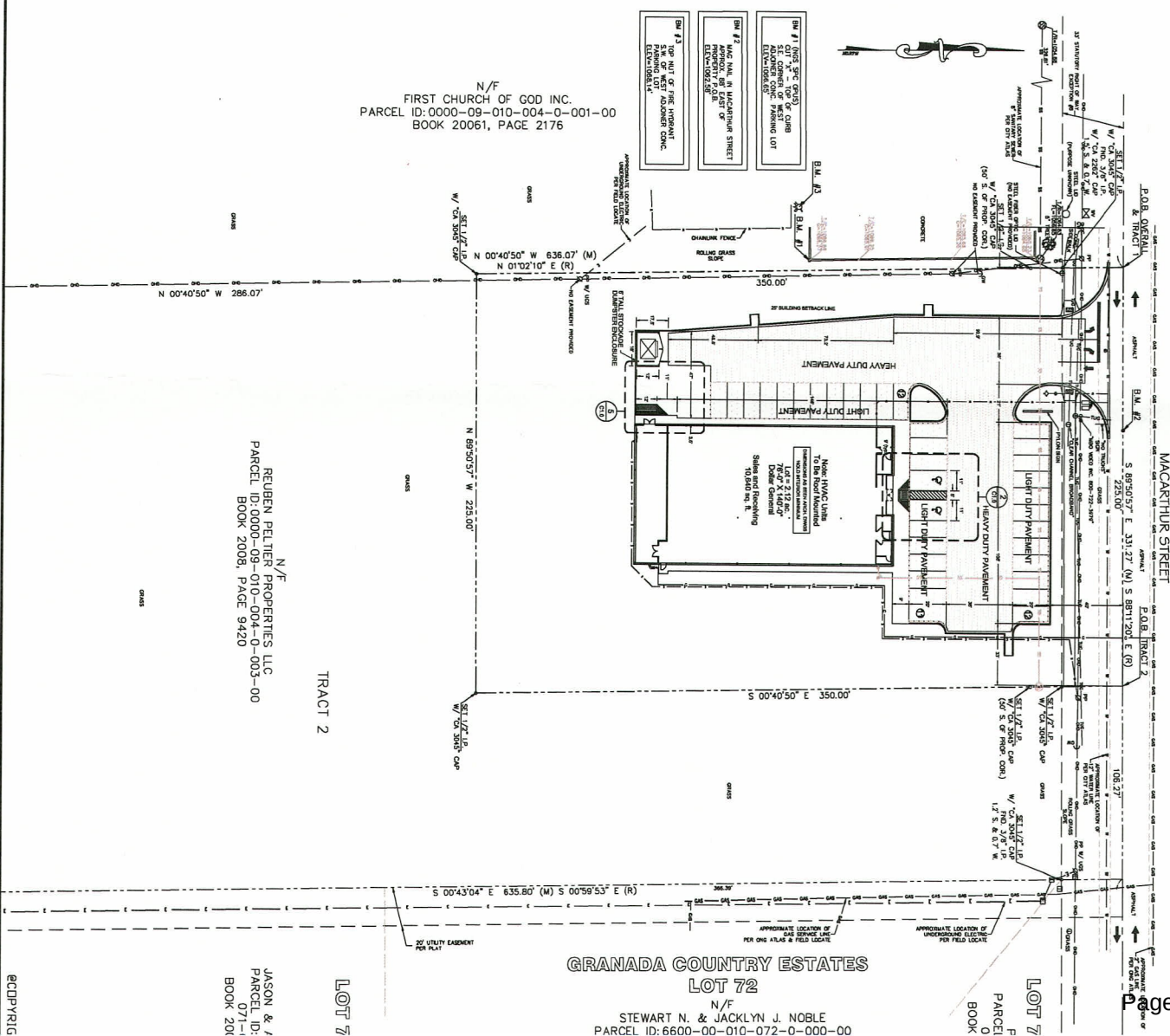


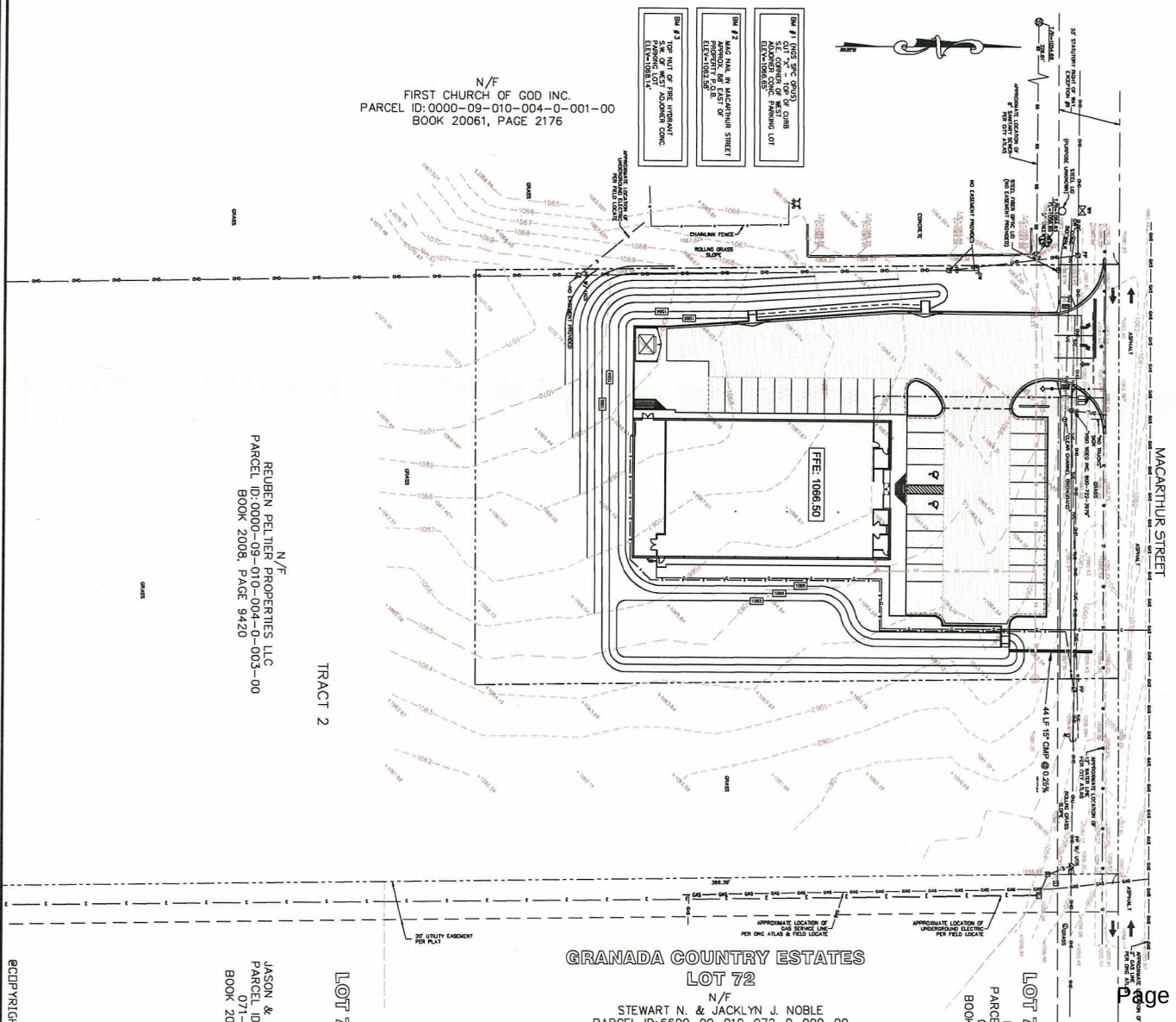
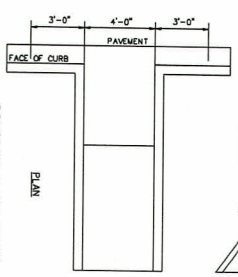
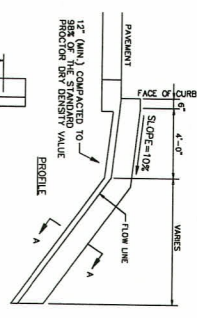
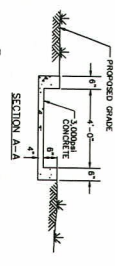
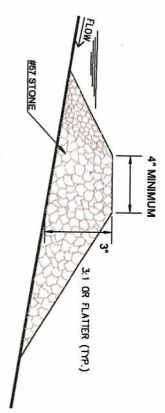
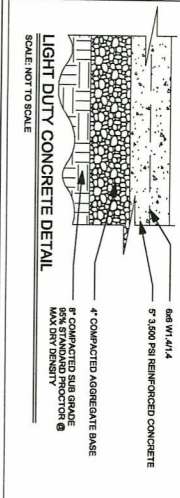
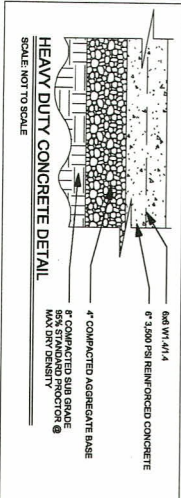
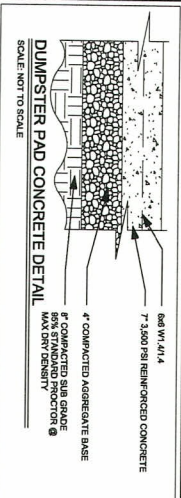
STRIPING LEGEND	
YELLOW CURBING AND BOLLARDS PARKING LOT	STRIPES SHOULD BE CLEAN, DRY AND METAL SURFACES FREE OF HEAVY RUST 2 COAT SHERWIN WILLIAMS - ENVI-KOOL ACRYLIC EPOXY EMULS. SAEFETY YELLOW 6591390
STRIPING - PARKING LOT	STRIPES SHOULD BE CLEAN, DRY, TOP COAT SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT YELLOW 710686
HANDICAP STRIPING - PARKING LOT	STRIPES SHOULD BE CLEAN, DRY, SHERWIN WILLIAMS - PRO MAR TRAFFIC MARKING PAINT V.C. BLUE

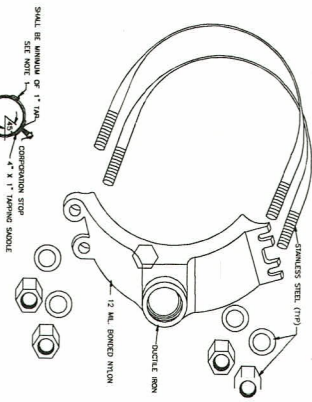
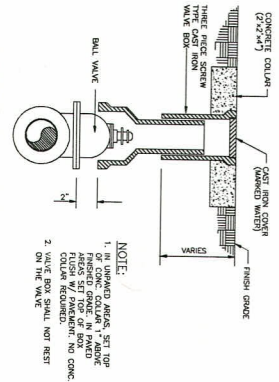
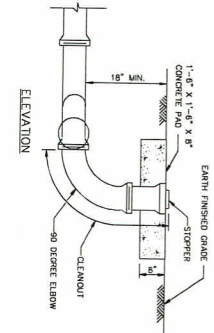
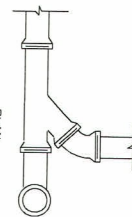
CONTRACTOR IS RESPONSIBLE FOR ALL PUBLIC UTILITY CONNECTIONS (ELECTRIC, WATER, GAS, SEPTIC, SEWER) AS WELL AS PROVIDING ALL INFRASTRUCTURES REQUIRED BY UTILITY COMPANY



NOTE: CONC. TO BE 5,000ps
SIDEWALK SECTIONS
NOT TO SCALE







1" WATER TAPPING SADDLE
NOT TO SCALE

AT 45° WITH RESPECT TO MAIN MAIN (AS SHOWN ABOVE)

NOTES:

1. WATER TAPPING SADDLE TO BE INSTALLED IN MAIN LINE OF MAIN PIPE. SADDLE SHALL BE INSTALLED IN MAIN LINE OF MAIN PIPE TO AVOID INTERFERENCE BY MAINS.
2. COMPRESSION STOP MUST BE PLACED SHOWN ABOVE.

WATER VALVE BOX
NOT TO SCALE

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

GRANADA COUNTRY ESTATES LOT 72

N/F
STEWART N. & JACKLYN J. NOBLE
PARCEL ID: 6600-00-010-072-0-000-00

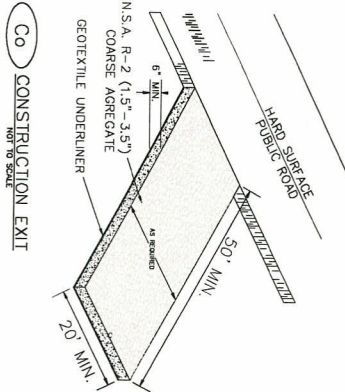
Ds2 - 1. A TEMPORARY GRASSING OF ANNUAL REGRASS SHALL BE APPLIED AT A RATE OF 40 LBS PER ACRE TO DISTURBED AREAS WITHIN 14 DAYS OF DISTURBANCE. THE PROPOSED ANNUAL REGRASS SHALL BE APPLIED DURING THE MONTHS OF SEPTEMBER THRU DECEMBER.

2. A 6-12-12 FERTILIZER SHALL BE USED ON THE DISTURBED AREA OF Ds2 AND SHALL BE APPLIED AT A RATE OF 10 LBS PER ACRE.

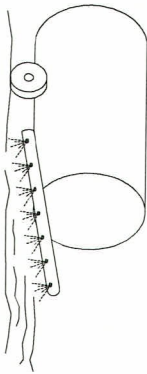
1. A PREPARATION OF 1500 LBS. PER AC. OF 10-20-20 FERTILIZER SHALL BE APPLIED AT A RATE OF 1 LBS. PER PACE DURING THE MONTHS OF SEPTEMBER AND OCTOBER. FERTILIZER SHALL BE APPLIED TO THE SOIL SURFACE OF THE BOSSON AND STEVEN DITCHES. MANUAL FOR FURTHER DIRECTION.
2. A 6-12-12 FERTILIZER SHALL BE USED ON THE DISTURBED AREA OF D-2 AND SHALL BE APPLIED AT RATE OF 1500 LBS. PER AC.
3. LIMESTONE OR LIME MAY BE USED FOR MATCHING AND APPLIED AT A RATE OF 1500 LBS. PER AC. AFTER THE FERTILIZER IS APPLIED.
4. COVERS AFTER SEEDING THE MUDCH MAY BE SPREAD BY BLOW-TRIE SPREADING.
5. AFTER THE SEEDING IS COMPLETED ON BT MANO, MUDCH SHALL BE APPLIED TO COVER 1/2% OF THE SOIL SURFACE.

[illegible]

ALL PERMANENT GRASS PLANTINGS SHALL BE MAINTAINED IN GOOD ORDER.



Co CONSTRUCTION EXIT
NOT TO SCALE



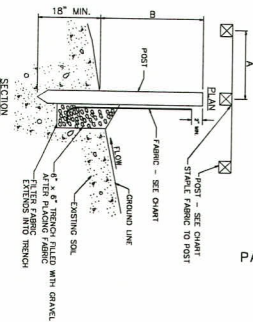
CONTRACTOR SHALL EMPLOY THE FOLLOWING TEMPORARY METHODS TO LIMIT THE SURFACE AND AIR MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES:

*TEMPORARY METHODS:	*PERMANENT METHODS
- MULCHES	- PERMANENT VEGETATION
- SPRAY ON ADHESIVES	- TOPSOIL
- TILLING	- STONE COVER
- IRRIGATION	
- BARRIERS	
- CALCIUM CHLORIDE	

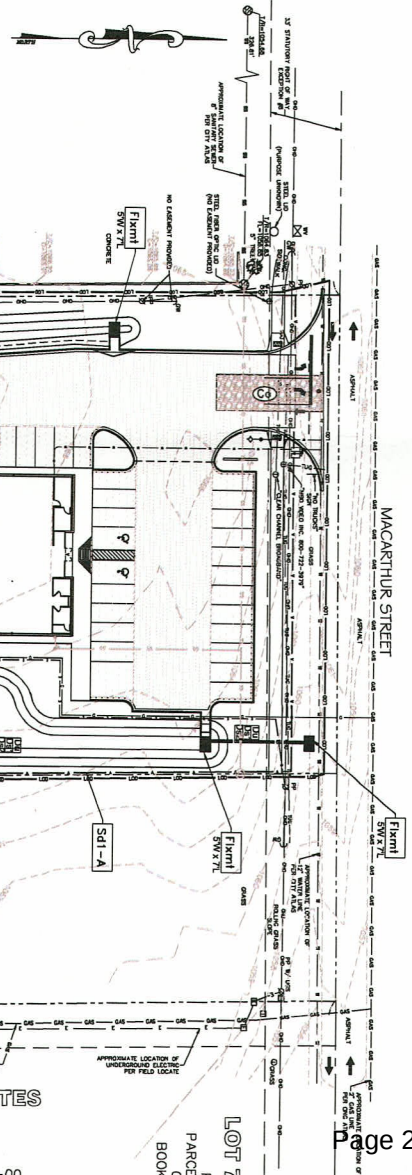
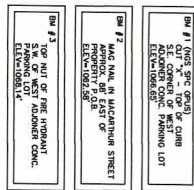
ADHESIVE ADHESIVE	WATER DILUTION	TYPE OF NOZZLE	APPLICATION RATE (GAL/AC)
ANIONIC ASPHALT EMULSION	7:1	SPRAY	1,200
LATEX EMULSION	12 1/2:1	FINE SPRAY	235
RESIN-WATER EMULSION	4:1	FINE SPRAY	300

DUST CONTROL ON DISTURBED AREAS

Sd1 - - SILT FENCE - TYPE A,B,C



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

TRACT 2

LOT 7

GRANADA COUNTRY ESTATES
LOT 72

N/F
STEWART N. & JACKLYN J. NOBLE
PARCEL ID: 6600-00-010-072-0-000-00

JASON & A
PARCEL ID:
071-(
BOOK 20C

COPYRIGHT

1. NAME OF RECEIVING WATERS: UNNAMED TRIBUTARY OF WOLF CREEK

- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE PROPER USE OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND-RESTORATION ACTIVITIES.
- EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES, IF FULL EROSION CONTROL OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR AVOID THE SEDIMENT SOURCE.
- ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

A STABILIZED CONSTRUCTION EXIT HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF CEMENT

THE FOLLOWING MATERIALS ARE EXPECTED ONSITE DURING CONSTRUCTION: CONCRETE PRODUCTS, ASPHALT, PETROLEUM-BASED FUELS AND LUBRICANTS FOR EQUIPMENT, TALL METAL BUILDING MATERIALS, LUMBER, SHEETROCK, FLOOR COVERINGS, ELECTRICAL WIRE AND FIXTURES, PAINTS/PAINTING/FINISHING TREATMENTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CLEANING SOLVENTS, PESTICIDES, FERTILIZERS, HERBICIDES, GROUNDSTONE, PLASTIC AND METAL PIPES.

1. QUANTITIES AND 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.
3. PRODUCTS WILL BE KEPT IN THE ORIGINAL CONTAINERS WITH MANUFACTURER LABELS LEGIBLE AND VISIBLE.
4. FILLING AND DISPOSAL, AND DISPOSAL OF PRODUCT CONTAINERS, WILL BE ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
5. THE CONTRACTOR WILL INSPECT SUCH MATERIALS TO ENSURE PROPER USE, STORAGE, AND DISPOSAL.
- PRODUCT SPECIFIC MATRICES

[illegible][illegible]

CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION THAT **AND** PREPARE

SEDIMENT SHALL NOT BE WASHED INTO THE INLET. IT SHALL BE REMOVED FROM THE DRAINAGE AREA BY HAND OR BY OTHER MEANS. WHEN THE SEDIMENT HAS ACCUMULATED TO A DEPTH OF THE BOTTOMER, FILTER FABRIC SHALL BE REPLACED WHENEVER IT HAS BEEN DETERMINED THAT THE EFFECTIVENESS OF THE FABRIC IS REDUCED (APPROXIMATELY 50% OF THE ORIGINAL). WHEN THE SEDIMENT STORAGE CAPACITY HAS BEEN LOST TO SEDIMENT ACCUMULATION, THE SEDIMENT SHALL BE REMOVED FROM THE SEDIMENT TRAPS WHEN THE SEDIMENT IS ONE-HALF THE HEIGHT OF THE TRAP. SEDIMENT SHALL BE REMOVED FROM CURBS IMMEDIATELY. FOR EXCAVATED INLET SEDIMENT TRAPS, SEDIMENT SHALL BE REMOVED TO THE SEDIMENT STORAGE CAPACITY HAS BEEN LOST TO SEDIMENT ACCUMULATION.

CONSERVATION OF THE NATURAL ENVIRONMENT SHALL BE A MAJOR GOAL OF THE DEVELOPMENT OF THE REGION. THE REGIONAL GOVERNMENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE NATURAL ENVIRONMENT AND FOR THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT PLAN. THE REGIONAL GOVERNMENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE NATURAL ENVIRONMENT AND FOR THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT PLAN. THE REGIONAL GOVERNMENT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE NATURAL ENVIRONMENT AND FOR THE IMPLEMENTATION OF THE NATURAL RESOURCES MANAGEMENT PLAN.

[illegible]

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES.

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.

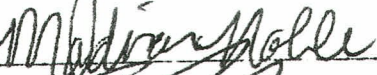
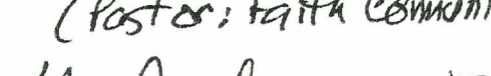
Sincerely,

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	LWhiteAce@sbcglobal.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

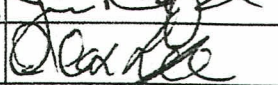
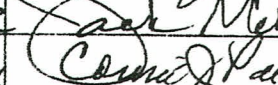
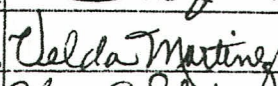
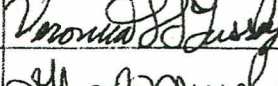
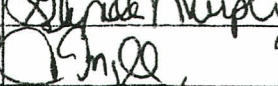
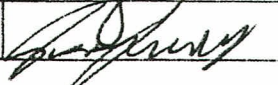
36 Bella Vista Ln
Granada Addition

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!

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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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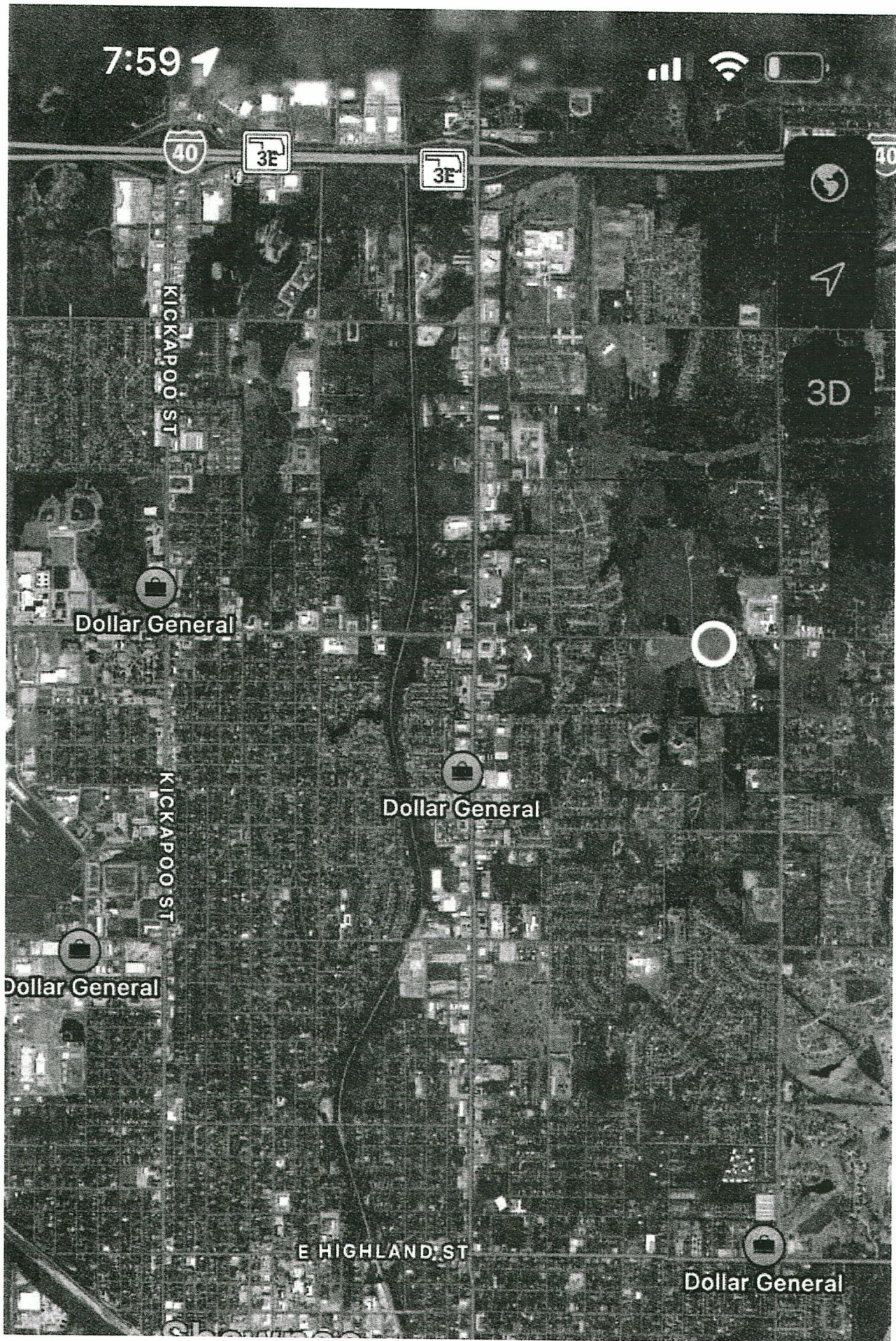
Please accept this email demonstrating our sincere opposition to the request to rezone the property located just east of the intersection of Bryan and MacArthur streets from residential to commercial for the purpose of building and operating a Dollar General store abutting, residential neighborhoods, 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

"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."

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

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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

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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

"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 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 MISSPELLED			
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 CURVA- TURE			
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			

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, AND MORE FULLY DESCRIBED HEREIN; FROM ZONING CLASSIFICATION R-1 (LOW DENSITY RESIDENTIAL DISTRICT) TO C-2 (REGIONAL COMMERCIAL 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 21st day of October 2024, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-1 (Low Density Residential) to C-2 (Regional Commercial).

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 C-2 (Regional Commercial).

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 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/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° I 6'22"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, FROM ZONING CLASSIFICATION R-1 (LOW DENSITY RESIDENTIAL DISTRICT) to C-2 (REGIONAL COMMERCIAL DISTRICT) TO, 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

RZ04-24
2025 E MacArthur

DRAFT



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

Date: November 18, 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 \$189,448.97 across several funds should be considered.

LEPC – Every year, the Pottawatomie County Emergency Planning Committee (LEPC) receives \$1,000 from the State of Oklahoma. At this time, the LEPC is requesting \$1,151.00 to be transferred to cover fees associated with the opening a 501(c)(3) account. The amount for appropriation is as follows:

- \$1,151.00 – LEPC Other Contracted Services

LEPC – With the opening of a 501(c)(3) account, the LEPC is also requesting a transfer of \$3,997.98, which is the current balance for the LEPC. The amount for appropriation is as follows:

- \$3,997.98 – LEPC Other Contracted Services

Police Department Donations – In prior fiscal years, the Police Department received donations. City staff is requesting some of those donations be appropriated for use in Fiscal Year 2024-2025 for the purpose of Ammo/Special Training. The amount for appropriation is as follows:

- \$3,299.99 – Ammo/Special Training

Airport – City staff is requesting a transfer of funds for Low Lead 100 Octane Fuel, Jet A Fuel, and Capital Outlay to cover costs for the Fiscal Year 2024-2025. The amount for appropriation is as follows:

- \$50,000 – Low Lead 100 Octane Fuel
- \$30,000 – Jet A Fuel
- 100,000 – Capital Outlay

Police Department (Animal Welfare Division) Donations – The Animal Welfare Division of the Police Department received a donation from Best Friends Animal Society. City staff is requesting those donations be appropriated for use in Fiscal Year 2024-2025 for the purpose of materials and supplies. The amount for appropriation is as follows:

- \$1,000.00 – Other Materials & Supplies

Financial Impact: See Budget Amendments

Attachments:

Staff Recommendation: Approval of the item

**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
001	5-0750-53390			OTHER CONTRACTUAL SERVICES	-	1,151.00	1,151.00
					-	-	-
					-	1,151.00	1,151.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate grant revenue for other contractual expenditures in FY25.

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
001	41470			LEPC GRANT REVENUE	3,997.98	3,997.98	-
				Total	3,997.98	3,997.98	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0750-53390			OTHER CONTRACTUAL SERVICES	-	3,997.98	3,997.98
					-	-	-
					-	3,997.98	3,997.98

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate grant revenue for other contractual expenditures in FY25.

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
706	44200			DONATIONS - POLICE DEPARTMENT	10,620.00	3,299.99	7,320.01
				Total	10,620.00	3,299.99	13,919.99

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-52320			AMMO/SPECIAL TRAINING	-	3,299.99	3,299.99
					-	-	-
					-	3,299.99	3,299.99

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate donations funds for ammo/special training expenditures in FY25.

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
511	49010			TRANSFER FROM GENERAL FUND	230,230.00	180,000.00	50,230.00
				Total	230,230.00	180,000.00	50,230.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
511	5-0120-52170			LOW LEAD 100 OCTANE FUEL	-	50,000.00	50,000.00
511	5-0120-52180			JET A FUEL	-	30,000.00	30,000.00
511	5-0120-54200			CAPITAL OUTLAY	-	100,000.00	100,000.00
					-	-	-
					-	180,000.00	180,000.00

Approved by the City Commission this _____

Explanation of Budget Amendment:

To appropriate funds for fuel & capital outlay expenditures in FY25.

Approved: _____

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

From: [Bonnie Wilson](#)
To: [Kimberly Smith](#)
Subject: Fuel Numbers
Date: Thursday, November 7, 2024 6:29:45 PM
Attachments: [image001.png](#)

Kim –

Thank you so much for helping to shift the budget numbers around. I scratched my head to determine what you might be asked and ran up the numbers below, so you have them just in case. With any luck at all simply telling them that we are ahead of budget on selling fuel and need to buy more will do it!

Bonnie

First Quarter Fiscal Year 25 over First Quarter Fiscal Year 24 we are selling more fuel of both types.

	AvGas		Jet A	
	Gallons Sold	Sales	Gallons Sold	Sales
1QFY24	6,213.74	\$35,907.61	8,280.53	\$44,333.91
1QFY25	6,472.82	\$36,303.90	10,869.37	\$53,596.21
Variance	259.08	\$396.29	2,588.84	\$9,262.30

Other possibly useful information:

1. Current wholesale prices per gallon:
 - a. AvGas/100 LL \$3.85
 - b. Jet A \$2.96
2. Retail Prices we are charging this week that may change by the time we meet with the SAA...
 - a. AvGas/100 LL \$5.90/gallon
 - b. Jet A \$5.00/gallon
3. Purchases to date this fiscal year
 - a. AvGas/100 LL \$31,177 (8,000 gallons)
 - b. Jet A \$24,511 (8,000 gallons)
4. Prior Years

AvGas/100 LL	FY 24	\$73,884
Jet A	FY 24	\$78,954
AvGas/100 LL	FY 23	\$114,071
Jet A	FY 23	\$123,448
AvGas/100 LL	FY 22	\$106,916

Jet A

FY 22

\$140,317



Bonnie A. Wilson, CM
Airport Manager
2202 Airport Drive
Shawnee, OK 74804

Main: (405) 878-1633
Direct: (405) 878-1532
Cell: (601) 715-8701

**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
001	41440			OTHER GRANT REVENUE	1,000.00	1,000.00	-
				Total	1,000.00	1,000.00	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0640-52500			OTHR MATERIALS & SUPPLIES	-	1,000.00	1,000.00
					-	-	-
					-	1,000.00	1,000.00

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate grant funds for other materials & supplies expenditures in FY25.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

From: [Theresa Touchet](#)
To: [Kimberly Smith](#)
Cc: [Roy Hudgins](#)
Subject: Email about the challenge for grant money
Date: Friday, November 8, 2024 12:42:56 PM

To: Theresa Touchet

Tue 8/6/2024 1:35 PM

"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."

Trouble with links or images? [Click here](#) to view an online version of this email.

Best Friends - Save Them All(R)



Best Friends Animal Society



Dear Theresa,

Reuniting lost pets with their families is one of the best feelings in the world. Seeing the smiling faces of relieved people hugging their tail-wagging friends is nothing short of awesome. But sadly, since 2019, the number of lost dogs being returned home has decreased by 26%. Enter Best Friends Animal Society and our [Return to Home Challenge](#).

Through the challenge, Best Friends is offering our shelter partners \$350,000 in grants to help them get more lost dogs back home. And you can help by spreading the word! **Please forward this email to everyone you know who works for, volunteers at or fosters for an animal shelter** and if they participate, they could be one of those to receive a grant.

The **Return to Home Challenge** runs all through September and it aims to help get more beloved dogs home. To take part in the challenge, shelters need to be a Best Friends Network Partner and meet a few other requirements. **Every organization that meets the requirements will get a \$1,000 grant and some will have the chance to receive a \$10,000 grant!**

Whether you forward this email to your friends who foster kittens, your family members who simply love dogs, or folks you know who work at a shelter, every share will help get the word out. And that means more lost dogs will find their way home.

For questions about the challenge, shelters can email bfnetwork@bestfriends.org.

Thank you for sharing!



Laura Donahue
Senior Director, External Affairs
Best Friends Animal Society

[DONATE »](#)

Follow Us:



You are receiving this email because
theresa.touchet@shawneeok.org is signed up to receive Best Friends
Animal Society emails.

[Manage email preferences or unsubscribe](#) | [Privacy Policy](#) | [Contact Us](#)

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[5001 Angel Canyon Rd, Kanab, UT 84741](#)

Thank you,
Theresa Touchet
Animal Welfare Supervisor
Shawnee Animal Welfare
1502 N Leo
405-878-1531

From: Theresa Touchet
To: Kimberly Smith
Cc: Roy Hudson
Subject: Congratulations email for grant money
Date: Friday, November 8, 2024 12:39:56 PM

From: Best Friends Network <bfnetwork@bestfriends.org>
Sent: Friday, October 25, 2024 11:13 AM
To: Theresa Touchet <Theresa.Touchet@shawneeok.org>
Subject: [EXTERNAL EMAIL] Celebrate Your Success!

"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."

[View this email in your browser](#)



Congratulations on Your Return to Home Challenge Success!

Theresa, we cannot thank you enough for your commitment to getting more pets back home where they belong. It's because of efforts like yours that countless dogs were reunited with their families, and that's something to celebrate!

We're excited to share some great news—thanks to your hard work and dedication during the **Return to Home Challenge**, Shawnee Animal Welfare: 73-6005424 has been selected to receive a **\$1,000 grant!**

To help share your success and the inspiring results of this challenge with your community, we've created a **press release template** you can customize.

[Download now](#)

Checks will be mailed to the address you provided at the beginning of the challenge. If you have any questions, **please reach out to our team.**





You are receiving this email because you signed up to receive communications from Best Friends Animal Society.

[Unsubscribe](#) | [Update your profile](#)

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5001 Angel Canyon Rd, Kanab, UT 84741

Thank you,
Theresa Touchet
Animal Welfare Supervisor
Shawnee Animal Welfare
1502 N Leo
405-878-1531



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

Date: November 18, 2024
To: City Commission
From: Kimberly Smith, Finance Director
Subject: November 2024 Sales and Use Tax Deposit

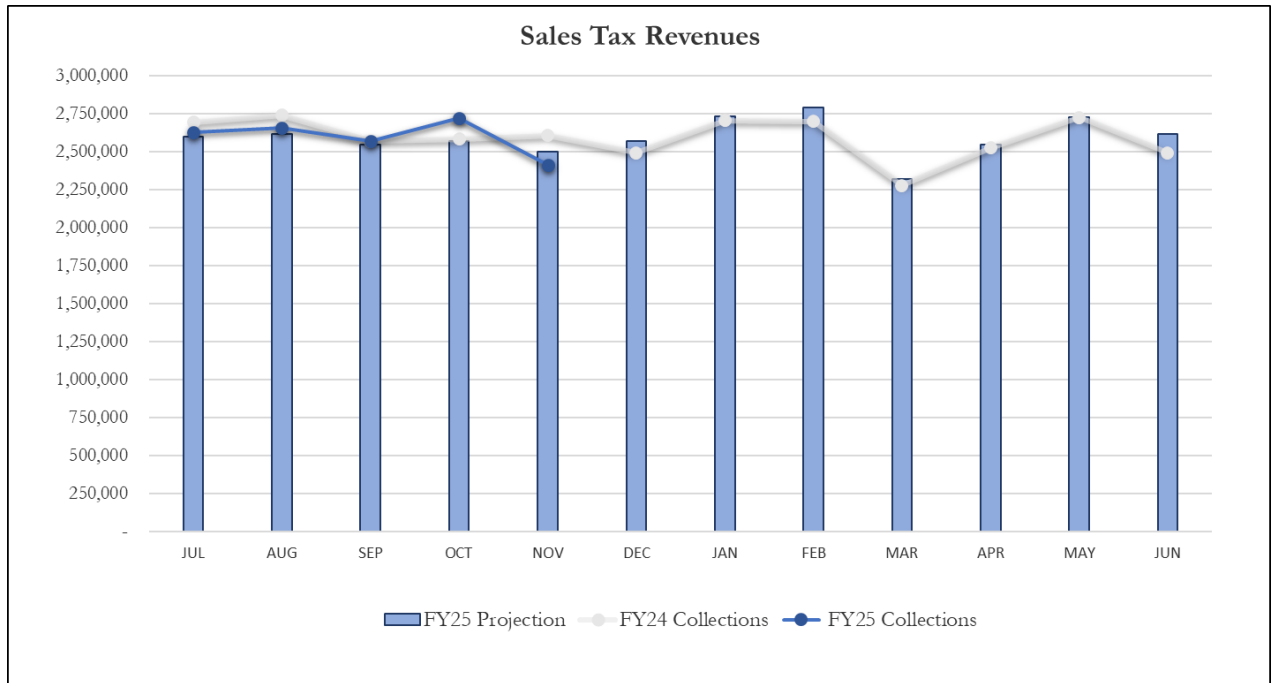
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 November consist of October estimates and September final reported collections. Any taxes collected for months prior to September will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The November sales tax deposit was \$2,409,196.70 including interest of \$4,085.52, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,204,598.35
2018 Capital Improvements Fund	301,149.59
Capital Improvements Fund	233,390.93
Street Improvements Fund	263,505.89
Economic Development Fund	30,114.96
Police Sales Tax Fund	37,643.70
Fire Sales Tax Fund	37,643.70
2023 Capital Improvements Fund	<u>301,149.59</u>
Total Sales Taxes Collected	<u><u>\$ 2,409,196.70</u></u>

- Finance Department Report - Sales and use tax collections totaled \$2,820,539.59 for November 2024. Sales tax projections are based on an average for the most recent three years of sales tax history. For the year, sales tax collections are up \$149,543 or 1.17%, over the projected budget year-to-date, across 8 funds. Use tax collections are down \$76,030 or 3.90%, below the projected budget year-to-date.

○ Fiscal Year 2025 Sales Tax Collections and Performance:

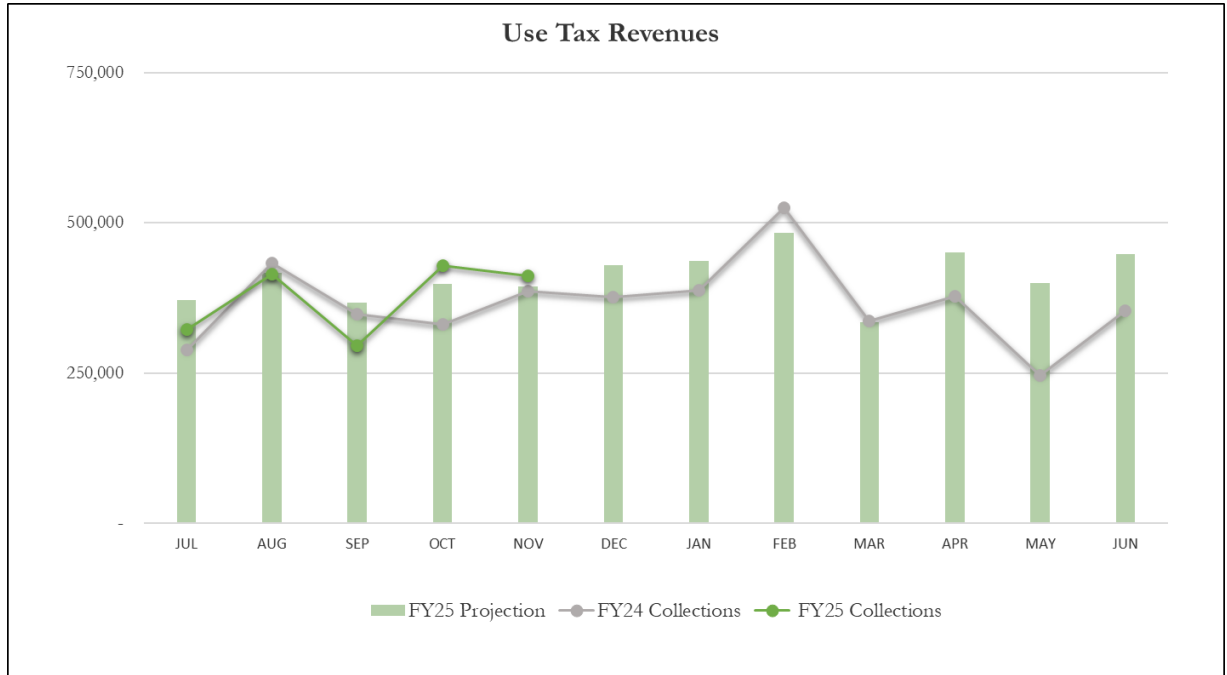


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - November 2024	\$ 2,496,908	\$ 2,409,197	\$ (87,712)	-3.51%
Sales Tax Receipts (year-to-date):	\$ 12,825,189	\$ 12,974,732	\$ 149,543	1.17%

	November 2023	November 2024	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,606,350	\$ 2,409,197	\$ (197,153)	-7.56%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 13,188,104	\$ 12,974,732	\$ (213,371)	-1.62%

○ Fiscal Year 2025 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - November 2024	\$ 394,936	\$ 411,343	\$ 16,407	4.15%
Sales Tax Receipts (year-to-date):	\$ 1,949,302	\$ 1,873,272	\$ (76,030)	-3.90%

	November 2023	November 2024	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 386,136	\$ 411,343	\$ 25,206	6.53%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,786,812	\$ 1,873,272	\$ 86,460	4.84%

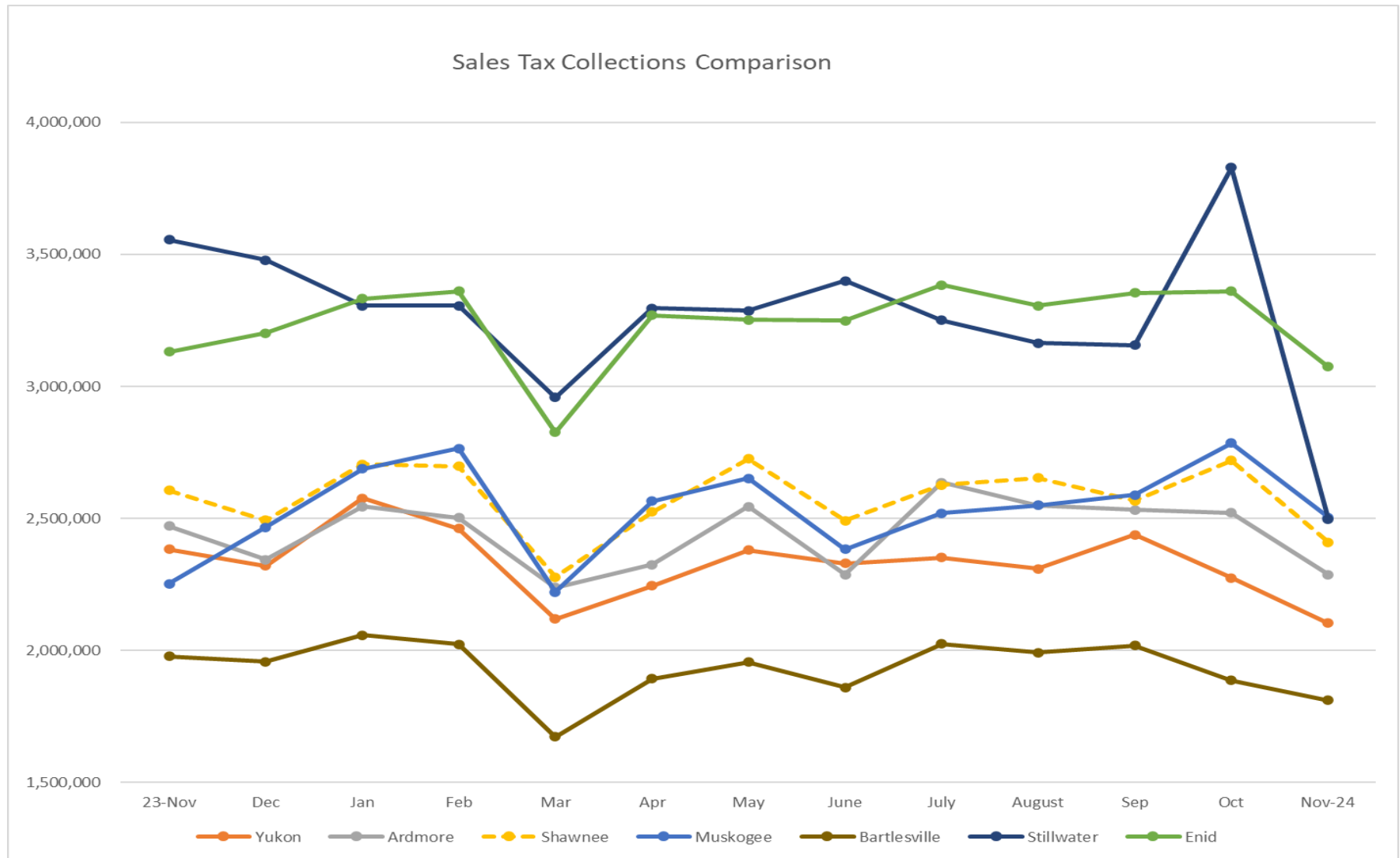
- Fiscal Year 2025 – General Fund Sales & Use Tax – Below Projections:

General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$	74,772
Use Tax Above/(Below) Projections:	\$	(92,437)

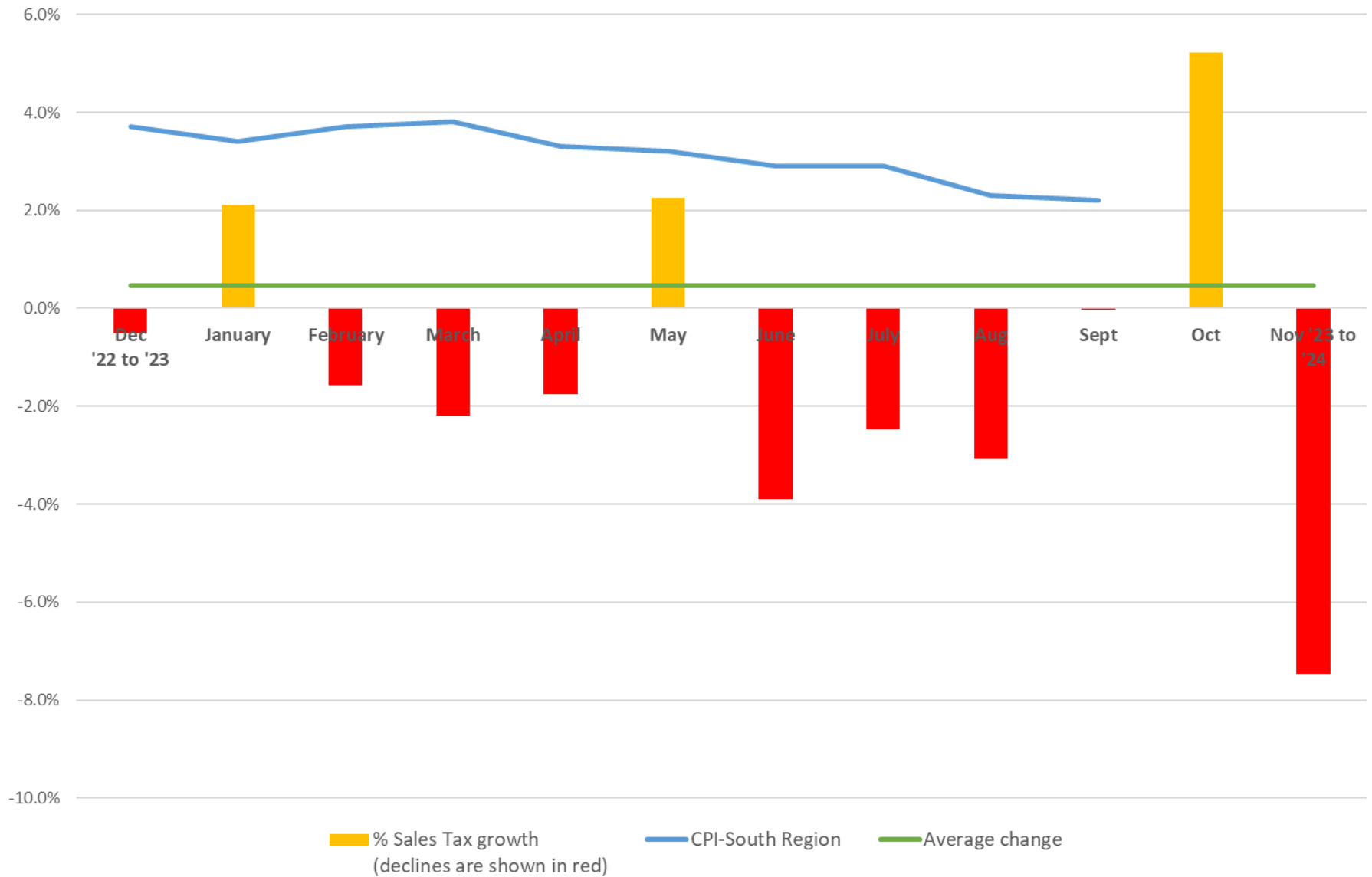
Appropriated:

Total Appropriated	\$	-
Total Unappropriated:	\$	(17,665)



	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.

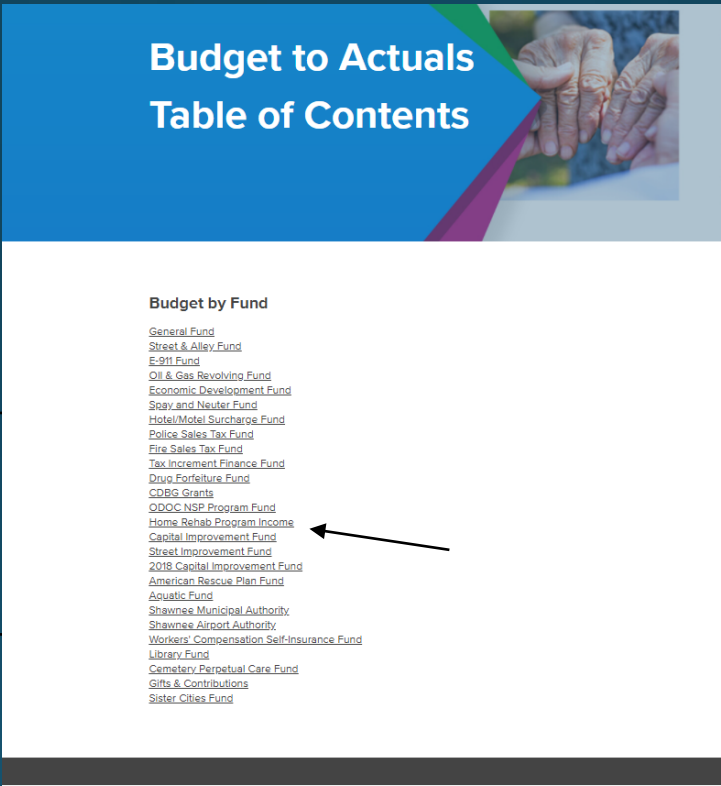
Please Note: *OpenGov works best with Google Chrome.*

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.

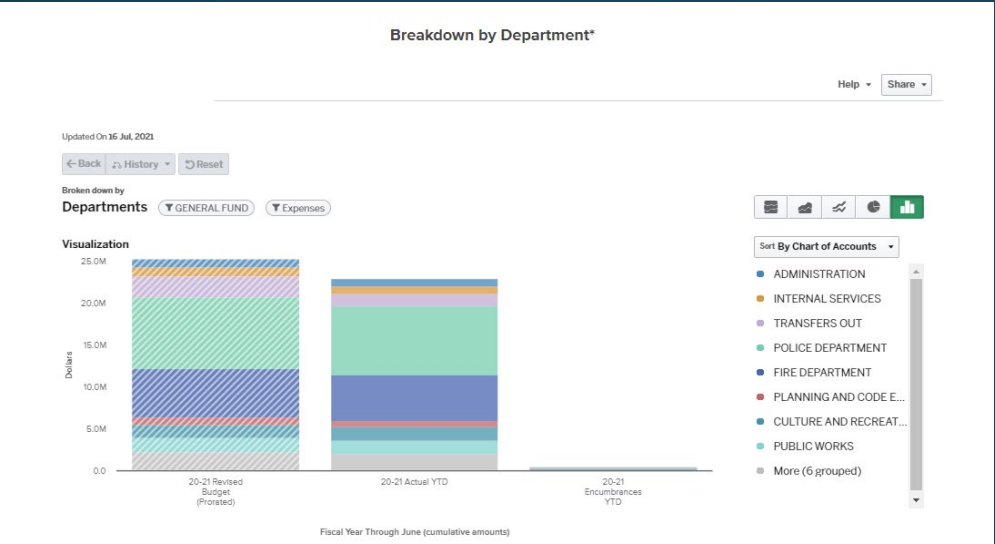


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

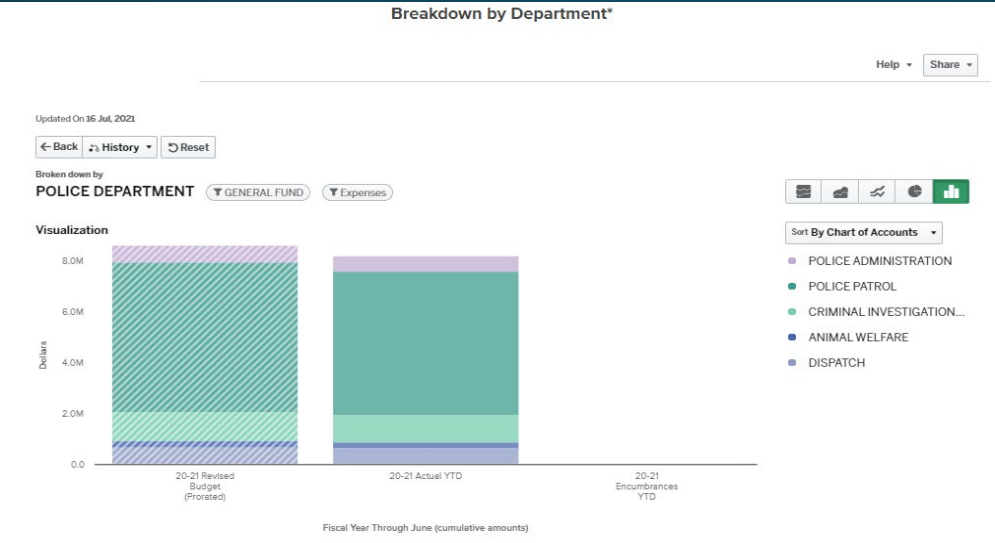
Drill-Down Capabilities

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.

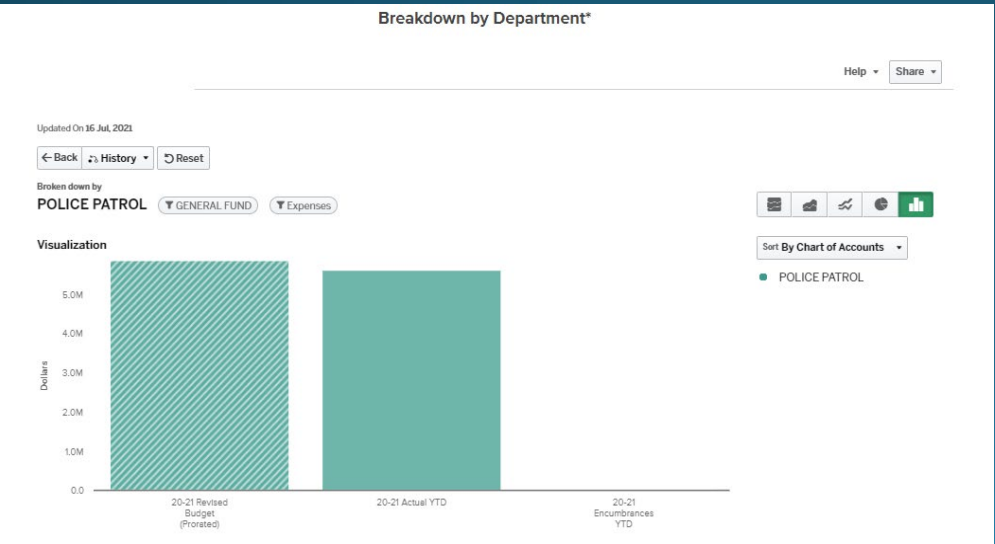
Initial View



Department Level

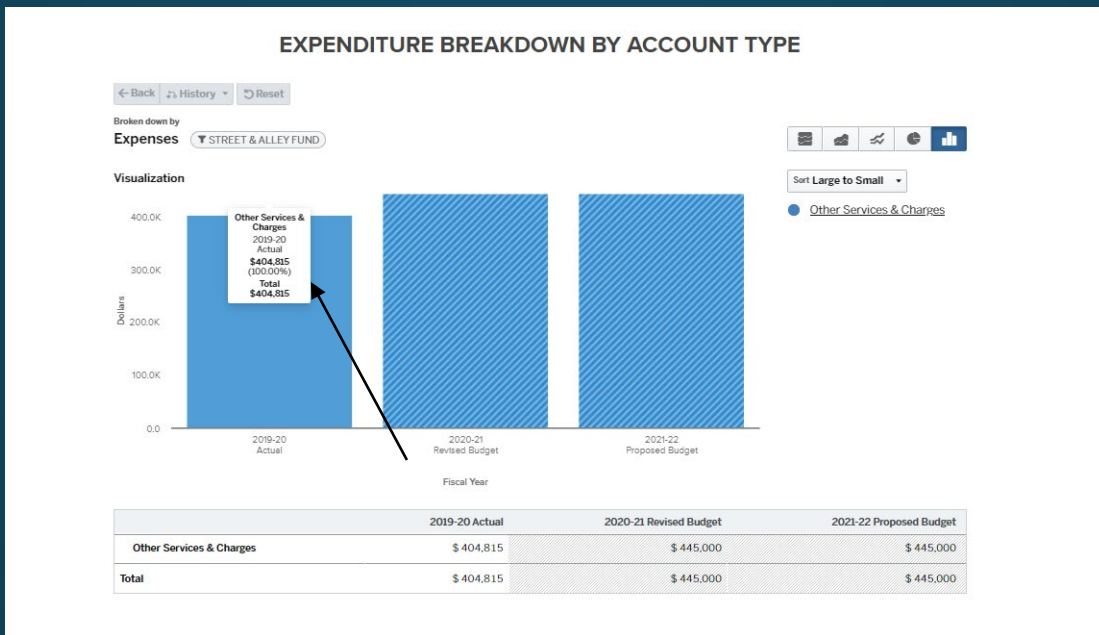


Division Level



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:

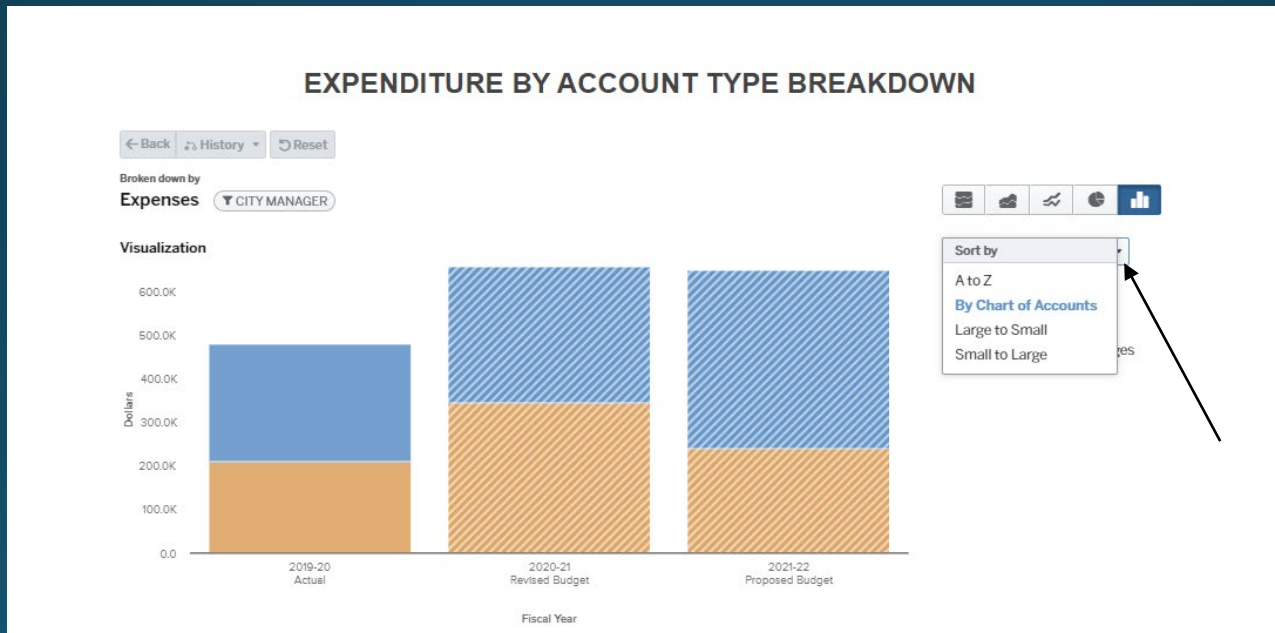
A to Z

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.