City of Choctaw  
Special City Council Meeting No. 17  
June 23, 2020 @ 7:00pm  
Choctaw City Hall, 2500 N Choctaw Road  
Choctaw, Oklahoma 73020  

In accordance with Senate bill 661, which temporarily modified the Open Meeting Act as approved by Governor Stitt on March 18, 2020, the Choctaw City Council will host a virtual meeting option until the State of Emergency is lifted. Please join us using either option.

Teleconference dial in number: +1 301 715 8592  
Conference ID: 838 0360 8379  
Meeting Password: 476888  
Join Meeting:  
https://us02web.zoom.us/j/83803608379?pwd=TG9sWUxJQTJBNVVvOTcyaUtXTGpaZz09

1. Call to Order.  
2. Invocation and Pledge of Allegiance.  
3. Roll Call.  

Proclamation – Dr. Jim McCharen  

4. Public Comments: This agenda item is for public comments on city related non-agenda items. In accordance with State law, the City Council and City Staff are not allowed to respond to any comments made. Preference will be given to Choctaw Citizens and NO formal action will be taken. Speakers are limited to 3 minutes for a total of 15 minutes.  

5. Business Agenda: The following items are hereby designated for discussion and consideration which requires individual action.  

5.1 Bill Tackett, OMAG Director of Risk Management Services, to administer training for the 2019-2020 OMAG Recognition Program.  

5.1.1 Resolution No. 20-23, authorizing participation in the OMAG Recognition Program.  

RECOMMENDATION: Pass or deny Resolution No. 20-23.
5.2 Public Hearing on Ordinance No. 820-2020, adding and amending Part 12, Chapter 2 and 3, Article D, by adding Section 12-241 to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma, pertaining to Miscellaneous Aesthetic Requirements; declaring repealer; providing for severability; and declaring an emergency.
A. Open the public hearing.
B. Receive public input.
C. Close the public hearing.

5.2.1 Ordinance No. 820-2020, adding and amending Part 12, Chapter 2 and 3, Article D, by adding Section 12-241 to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma, pertaining to Miscellaneous Aesthetic Requirements; declaring repealer; providing for severability; and declaring an emergency.

RECOMMENDATION: Pass or deny Ordinance No. 820-2020.

5.2.2 Approving an Emergency Clause for Ordinance No. 820-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.

RECOMMENDATION: Pass or deny the Emergency Clause for Ordinance No. 820-2020.

5.3 Public Hearing on the Planning Commission’s recommendation to approve the Rezone application submitted by:
Applicant: Jim and Nancy Cox
Location: 616 S. Anderson Rd.
Current Zoning: General Agricultural District (A-G)
Proposed Zoning: A tract of land being a part of the South half (S/2) of the North half (N/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Four (4), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.
A. Open the public hearing.
B. Receive public input.
C. Close the public hearing.
5.3.1 Ordinance No. 822-2020, amending the Zoning Ordinance of the City of Choctaw, Oklahoma, as amended, to include additional territory within the R-R, Rural Residential District; to delete such property from the A-G, General Agricultural District; providing for severability; declaring repealer; and declaring an emergency.

**RECOMMENDATION:** Pass or deny Ordinance No. 822-2020.

5.3.2 Approving an Emergency Clause for Ordinance No. 822-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.

**RECOMMENDATION:** Pass or deny the Emergency Clause for Ordinance No. 822-2020.

5.4 Ordinance No. 819-2020, amending Chapter 2, Abandoned, Wrecked Motor Vehicles to Part 8, Health and Sanitation of the Code of Ordinances of the City of Choctaw by amending Sections 8-201, 8-202, 8-203 and 8-209; declaring repealer; providing for severability; and declaring an emergency.

**RECOMMENDATION:** Pass or deny Ordinance No. 819-2020.

5.4.1 Approving an Emergency Clause for Ordinance No. 819-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.

**RECOMMENDATION:** Pass or deny the Emergency Clause for Ordinance No. 820-2020.

5.5 Ordinance No. 821-2020, adding and amending Part 19, Chapter 1, Article D, by amending Sections 19-165 and 19-166 to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma; declaring repealer; providing for severability; and declaring an emergency.

**RECOMMENDATION:** Pass or deny Ordinance No. 821-2020.

5.5.1 Approving an Emergency Clause for Ordinance No. 821-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.
RECOMMENDATION: Pass or deny the Emergency Clause for Ordinance No. 821-2020.

5.6 Ordinance No. 823-2020, adding Section 8-415 to Chapter 4 of Part 8 of the Code of Ordinances of the City of Choctaw, Oklahoma declaring the spreading of solid waste from waste water treatment plant a nuisance and regulating the spreading of solid waste from a waste water treatment plant in the City of Choctaw; declaring repealer; providing for severability; and declaring an emergency.

RECOMMENDATION: Pass or deny Ordinance No. 823-2020.

5.6.1 Approving an Emergency Clause for Ordinance No. 823-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.

RECOMMENDATION: Pass or deny the Emergency Clause for Ordinance No. 823-2020.

5.7 Ordinance No. 824-2020, amending Appendix 5, Fee Schedule, to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma; declaring repealer; providing for severability; and declaring an emergency.

RECOMMENDATION: Pass or deny Ordinance No. 824-2020.

5.7.1 Approving an Emergency Clause for Ordinance No. 824-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.

RECOMMENDATION: Pass or deny the Emergency Clause for Ordinance No. 824-2020.

5.8 Ordinance No. 825-2020, amending Part 1, Chapter 1, Section 1-111, Fees, to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma; declaring repealer; providing for severability; and declaring an emergency.

RECOMMENDATION: Pass or deny Ordinance No. 825-2020.

5.8.1 Approving an Emergency Clause for Ordinance No. 825-2020; whereas in the judgment of the City Council it is necessary for the immediate preservation of the peace, health or safety, shall become effective upon publication as provided by law.
**RECOMMENDATION:** Pass or deny the Emergency Clause for Ordinance No. 825-2020.

5.9 Resolution No. 20-22, accepting the final plat for the Western Skies Mobile Home Park to the City of Choctaw, Oklahoma.

**RECOMMENDATION:** Pass or deny Resolution No. 20-22.

5.10 Resolution No. 20-28, amending the City Fee Schedule for FY 2020-2021.

**RECOMMENDATION:** Pass or deny Resolution No. 20-28.

5.11 Resolution NO. 20-30, amending the declaration of a state of emergency for the City of Choctaw until July 31, 2020.

**RECOMMENDATION:** Pass or deny Resolution No. 20-30.

5.12 Memorandum of Understanding between the Oklahoma County Sheriff, ex. rel. Oklahoma County Commissioners and the Eastern Oklahoma County Chiefs Association Enhanced 911 Trust Authority, City of Choctaw Member City, to provide dispatching service for police and fire service for a period through June 30, 2021.

**RECOMMENDATION:** Pass or deny the amended agreement.


**RECOMMENDATION:** Pass or deny the Agreement.

5.14 Block Party/Special Event Permit of Shane Codinack for July 4, 2020 from 5pm – 11pm on Sandy Lane between 6th Street and mailbox at 716 Sandy Lane.

**RECOMMENDATION:** Pass or deny the Block Party/Special Event Permit.

5.15 Block Party/Special Event Permit of Larry Carey for July 4, 2020 from 6pm – 10pm on 6th Street between Oak Park and Sandy Lane.

**RECOMMENDATION:** Pass or deny the Block Party/Special Event Permit.

6. **Consent Agenda:** The following items are hereby designated for routine approval, acceptance or acknowledgment by one motion, subject to any conditions included therein. If any item does not meet with the approval of all members, that item will be heard in regular order.
6.1 Regular Pre Meeting minutes for 06-02-20
6.2 Regular Meeting minutes for 06-02-20
6.3 Special Meeting/Joint Planning Commission Meeting minutes for 06-04-20
6.4 Vouchers and Claims as approved by the City Manager:
   1. 06-04 Claims: $ 9,589.45
   2. 06-09 Credit Cards: $ 5,898.28
   3. 06-11 Claims: $ 26,309.13
   4. 06-12 Claims: $ 29,283.28
   5. 06-15 Claims: $ 215.45
   6. 06-18 Claims: $ 11,841.80
6.5 Bi-weekly payroll in the amount of:
   1. 06-05 Payroll: $ 65,464.57
   2. 06-19 Payroll: $ 66,644.54
   3. 07-03 Payroll: $ 68,000.00
6.6 Bi-weekly Fire payroll in the amount of:
   1. 06-05 Payroll: $ 9,559.08
   2. 06-19 Payroll: $ 11,169.24
   3. 07-03 Payroll: $ 12,000.00
6.7 Fire Department monthly report for May 2020.
6.8 Police Department monthly report for May 2020.

7. New Business: This item is listed to provide the opportunity for Council discussion on items which may arise within twenty-four (24) hours prior to this meeting, and therefore, qualify as new business under the Oklahoma Open Meeting Act.

8. Council/Staff Remarks: This item is listed to provide an opportunity for the council and/or staff to make comments and/or request specific agenda items. No action will be taken.
   8.1 City Council;
   8.2 City Attorney;
   8.3 City Manager; and
   8.4 Project Updates

9. Proposed Executive Session: An executive session will be held if found to be in accordance with the State Law referenced below, to wit:
9.1 Discussing negotiations concerning employees and representatives of employee groups, concerning the International Association of Firefighters Local No. 5114. [Authorized by Title 25 O.S. Section 307(B)(2)].

RECOMMENDATION: A. Motion to enter into executive session in accordance with Title 25 O.S. Section 307(B)(2), concerning the International Association of Firefighters Local No. 5114.

B. Return to open session for action and/or motion.

10. Adjournment:

This agenda was posted in prominent public view at Choctaw City Hall on or prior to 5:00pm on June 19, 2020 in accordance with the Oklahoma Open Meeting Act.

Amanda Valent, City Clerk

THE CITY OF CHOCTAW ENCOURAGES PARTICIPATION FROM ALL ITS CITIZENS. IF PARTICIPATION AT ANY PUBLIC MEETING IS NOT POSSIBLE DUE TO A DISABILITY, PLEASE NOTIFY THE CITY CLERK AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING SO THAT NECESSARY ACCOMMODATIONS CAN BE MADE. ACCESS TO RESTROOMS DURING THE MEETING WILL BE AVAILABLE UPON REQUEST TO CITY STAFF.
CITY OF CHOCATEW  
STAFF REPORT

City Council  Meeting of:  6/23/2020

Administration

Department

Amanda Valent
Prepared By

Ed Brown
Department Head

Amanda Valent
City Clerk Approval

AGENDA TITLE: Resolution No. 20-23, authorizing participation in the OMAG Recognition Program.

*******************************************************************************

☐ **Public hearing required if this box is checked**

General Report: The OMAG Recognition Program is available to members with active coverage through the OMAG Municipal Liability Protection Plan (MLPP). OMAG believes the best run cities and towns have fewer claims and the claims they incur cost less money to resolve. The program seeks to strengthen municipal governance and reduce claims through education and self-assessment. Members who gain OMAG recognition are awarded a check in an amount that is based on the member's premium charged for the current plan year.

Staff Comments:
RESOLUTION NO. 20-23
A RESOLUTION AUTHORIZING PARTICIPATION IN THE
OMAG RECOGNITION PROGRAM

WHEREAS the City of Choctaw believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

WHEREAS: The City of Choctaw participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is Choctaw’s provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, During the current fiscal year:
- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has adopted a governing body handbook or, if a handbook had previously been adopted, the body has reviewed and updated the handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, Due to the above actions by the governing body and its members, the City is now eligible to participate in the OMAG Recognition program.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHOCTAW, OKLAHOMA THAT THE CITY REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM.

ADOPTED by the City Council of the City of Choctaw on this 23rd day of June, 2020, after full compliance with the Oklahoma Open Meeting Act.

ATTEST:

Randy Ross, Mayor

Amanda Valent, City Clerk
Add a Miscellaneous Aesthetic Requirement Section to: Part 12 - Planning, Zoning and Development; Chapter 2 & 3 - Zoning Regulations; Article D: General Provisions Applying to All or Several Districts; §12-241 - Miscellaneous aesthetic requirements.

Per the Mayor’s request, Staff has proposed the attached requirements regarding primary structures utilizing metal buildings in all zoning districts, except Industrial Districts.

Planning Commission voted to recommend approval of the proposed code language on May 7, 2020.

Since the Planning Commission meeting, Staff has removed the requirements pertaining to metal residential buildings as the State passed a law restricting cities from regulating aesthetic building designs for residential structures.

The following is a summary for the percentage of masonry or other materials as approved by the Development Services Director, based on the zoning districts and building use if a metal building is utilized as the primary structure:

- Commercial Zoning & CBD: 75% of the façade(s) of the structure facing a public street for a primary structure.

- Agricultural & Residential Zoning: 50% of the façade(s) of the structure facing a public street for a non-residential primary structure.

This ordinance does not apply to accessory buildings.
ORDINANCE NO. 820-2020

AN ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA, ADDING AMENDING PART 12, CHAPTER 2 AND 3, ARTICLE D, BY ADDING SECTION 12-241 TO THE CHOCTAW CODE OF ORDINANCES OF THE CITY OF CHOCTAW, OKLAHOMA, PERTAINING TO MISCELLANEOUS AESTHETIC REQUIREMENTS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Code of Ordinances of the City of Choctaw at Part 12 Chapter 2 and 3, Article D, Section 12-241 is hereby added and amended and reads as follows:

ARTICLE D

GENERAL PROVISIONS APPLYING TO ALL OR TO SEVERAL DISTRICTS

§ 12-241 MISCELLANEOUS AESTHETIC REQUIREMENTS

A. The following requirements are intended to provide guidelines for construction of new metal buildings when utilized as the primary structure or structures in all zoning districts except in I-L Light Industrial District and I-H Heavy Industrial District.

1. If a metal building is utilized for the primary structure in any commercial zoning district or Central Business District, at least seventy-five (75) percent of the façade(s) of the structure facing a public street, excluding windows and doorways, must be covered with brick, rock, stone, cementitious fiberboard, stucco or other materials approved by the Development Services Director satisfying the intent of this section.

2. If a metal building is utilized for the non-residential primary structure in a residential or agricultural zoning district, at least fifty (50) percent of all façade(s) of the structure facing a public street, excluding windows and doorways, must be covered with brick, rock, stone, cementitious fiberboard, stucco or other materials approved by the Development Services Director satisfying the intent of this section.
SECTION 2. **Repealer.** All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. **Emergency.** Whereas, it being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and APPROVED and the Emergency Clause voted upon separately by the Mayor and City Council of the City of Choctaw, Oklahoma, this 23rd day of June, 2020.

__________________________
Randy Ross, Mayor

ATTEST:

__________________________
Amanda Valent, City Clerk

APPROVED AS TO FORM this 23rd day of June, 2020.

__________________________
Ray Vincent, City Attorney
AGENDA TITLE: ADDITION OF AESTHETIC REQUIREMENTS TO PROVIDE GUIDELINES FOR CONSTRUCTION OF METAL BUILDINGS TO THE CITY OF CHOCTAW PART 12 PLANNING, ZONING, AND DEVELOPMENT CODE

**Public hearing required if this box is checked**

General Report: Add a Miscellaneous Aesthetic Requirement Section to:
Part 12 - Planning, Zoning and Development
Chapter 2 & 3 - Zoning Regulations
Article D: General Provisions Applying to All or Several Districts
§12-241 - Miscellaneous aesthetic requirements.

Per the Mayor's request, Staff has proposed the attached requirements regarding primary structures utilizing metal buildings in all zoning districts, except Industrial Districts.

Staff Comments: The following is a summary for the percentage of masonry or other materials as approved by the Development Services Director, based on the zoning districts and building use if a metal building is utilized as the primary structure:

- Commercial Zoning & CBD: 75% of the façade(s) of the structure facing a public street for a primary structure.

- Agricultural & Residential Zoning: 50% of the façade(s) of the structure facing a public street for a non-residential primary structure.

- Residential dwelling structures (all districts): 50% of residential dwelling structure. Also, no portion of exterior facade shall be covered with metal siding.
ARTICLE D

GENERAL PROVISIONS APPLYING TO ALL OR TO SEVERAL DISTRICTS

§ 12-241 Miscellaneous aesthetic requirements.

§ 12-241 MISCELLANEOUS AESTHETIC REQUIREMENTS

A. The following requirements are intended to provide guidelines for construction of new metal buildings when utilized as the primary structure or structures in all zoning districts except in I-L Light Industrial District and I-H Heavy Industrial District.

1. If a metal building is utilized for the primary structure in any commercial zoning district or Central Business District, at least seventy-five (75) percent of the façade(s) of the structure facing a public street, excluding windows and doorways, must be covered with brick, rock, stone, cementitious fiberboard, stucco or other materials approved by the Development Services Director satisfying the intent of this section.

2. If a metal building is utilized for the non-residential primary structure in a residential or agricultural zoning district, at least fifty (50) percent of all façade(s) of the structure facing a public street, excluding windows and doorways, must be covered with brick, rock, stone, cementitious fiberboard, stucco or other materials approved by the Development Services Director satisfying the intent of this section.

3. If a metal building is utilized for the residential dwelling structure in any zoning district, at least fifty (50) percent of all façades of the structure, excluding windows and doorways, must be covered with brick, rock, stone, cementitious fiberboard, stucco or other materials approved by the Development Services Director satisfying the intent of this section. No portion of the exterior façade of the structure shall be covered with metal siding.
AGENDA TITLE: Rezoning Application for 616 S Anderson Road, submitted by Jim and Nancy Cox.

**Public hearing required if this box is checked**

Report:

Jim and Nancy Cox are the owners of this 5 acre tract of land, located at 616 S Anderson Road.

Request is to rezone from A-G "General Agricultural District" to R-R "Rural Residential" for only the 2 acre parcel that will be created by the lot split, not the entire 5 acres.

The applicant had submitted a request for a lot merge with the property to the north, followed by a lot split to create two lots: 7.92 acres and 2 acres. The lot merge application was approved by the Planning Commission and the lot split application was approved contingent on the City Council approving the rezoning request for the 2 acre parcel. If these are all approved, the applicant will submit a request for a Specific Use Permit for a medical marijuana grow facility for the 7.92 acre tract.

City Water & Sewer - there is an existing water main in the South Anderson Road right-of-way. Connection to City Water will be required with any future development or large improvements on the property. The residential property is served by a private septic system due to being out of the serviceable boundary for city sanitary sewer.

Comprehensive Plan: The subject site falls within the "Rural protection boundary" on the future density plan, which notes a development density of 0.5-1 dwelling unit per acre. This request is also consistent with the Future Land Use Plan which delineates this area as Low Density Residential, which is defined as single-family homes with lots that are typically one acre or larger excluding rights of way.

Planning commission voted to recommend approval of the rezoning request.
ORDINANCE NO. 822-2020

AN ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA, AMENDING THE ZONING ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA, AS AMENDED, TO INCLUDE ADDITIONAL TERRITORY WITHIN THE R-R, RURAL RESIDENTIAL DISTRICT; TO DELETE SUCH PROPERTY FROM THE A-G, GENERAL AGRICULTURAL DISTRICT; PROVIDING FOR ENTERING SUCH AMENDMENTS UPON THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; DECLARING REPEALER; AND DECLARING AN EMERGENCY.

WHEREAS, Jim and Nancy Cox filed an application with the City of Choctaw for zoning reclassification of property as described in Section 1 below; and

WHEREAS, the City staff reviewed said application and submitted its findings as outlined in the Staff Report dated June 4th, 2020; and

WHEREAS, No written protests were filed with the City Clerk in accordance with Section 12-806; and

WHEREAS, the Choctaw Planning Commission held a public hearing on Thursday, June 4th, 2020, to solicit general input in accordance with Section 12-803 of the Choctaw Code of Ordinances and Title 11 O.S. Section 43-104, where at said meeting the Commission voted to recommend approval of said application for zoning reclassification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHOCTAW, OKLAHOMA:

SECTION 1. That the Zoning Ordinance of the City of Choctaw, Oklahoma, as amended, is hereby amended to change the boundaries of the R-R, Rural Residential District, as shown upon the Official Zoning Map, to include therein the following described property in Oklahoma County, State of Oklahoma:

LEGAL DESCRIPTION: A tract of land being a part of the South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Four (4), Township Eleven (11) North, Range One (1)
West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 on February 24, 2020, with metes and bounds as follows:

Commencing at the Northwest corner of said NW/4;  
Thence South 00°41'14” East as the Basis of Bearing on the West line of said NW/4 a distance of 1680.77 feet to the Point of Beginning:

Thence South 89°30'38” East a distance of 580.92 feet;  
Thence South 00°41'14” East and parallel to the West line of said NW/4 a distance of 150.00 feet to a point on the South line of the S/2 N/2 SW/4 of said NW/4;  
Thence North 89°30'38” West on said South line a distance of 580.92 feet to the Southwest corner of the S/2 N/2 SW/4 of said NW/4;  
Thence North 00°41'14” West on the West line of said NW/4 a distance of 150.00 feet to the Point of Beginning.
This description contains 87,120 square feet or 2.00 acres, more or less.

SECTION 2. That the said described property in Oklahoma County, State of Oklahoma, shall not be designated as part of the A-G, General Agricultural District upon the Official Zoning Map of the City of Choctaw, and is hereby deleted there from.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. REPEALER. All former ordinances and/or parts of ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 5. EMERGENCY. Whereas, it being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.
PASSED and APPROVED and the Emergency Clause voted upon separately by the Mayor and City Council of the City of Choctaw, Oklahoma, this 23rd day of June, 2020.

______________________________
Mayor

ATTEST:  (SEAL)

______________________________
City Clerk

APPROVED AS TO FORM this 23rd day of June, 2020.

______________________________
City Attorney
AGENDA TITLE: Rezoning Application for 616 S Anderson Road, submitted by Jim and Nancy Cox.

**Public hearing required if this box is checked**

General Report: Jim and Nancy Cox are the owners of this 5 acre tract of land, located at 616 S Anderson Road. Request is to rezone from A-G “General Agricultural District” to R-R “Rural Residential” for only the 2 acre parcel that will be created by the lot split, not the entire 5 acres.

The current lot configuration does not meet the minimum frontage and area requirements for an A-G “General Agricultural District”, as the current frontage is only 165.23 feet and the current minimum lot area of 5 acres includes the right-of-way. Rights-of-ways cannot be included to meet minimum lot area. Therefore, the applicant will be doing a lot merge with the property to the north, followed by a lot split to divide the property into a 2 acre tract and a 7.92 acre tract (see Agenda Item #4.2 & #4.3).

Staff Comments: City Water & Sewer- there is an existing water main in the South Anderson Road right-of-way. Connection to City Water will be required with any future development or large improvements on the property. The residential property is served by a private septic system due to being out of the serviceable boundary for city sanitary sewer.

Comprehensive Plan: The subject site falls within the “Rural protection boundary” on the future density plan, which notes a development density of 0.5-1 dwelling unit per acre. This request is also consistent with the Future Land Use Plan which delineates this area as Low Density Residential, which is defined as single-family homes with lots that are typically one acre or larger excluding rights of way.

Transportation: The property has frontage along South Anderson Road, south of its intersection with East Reno Avenue. At the time of the subdivision of the lot, an additional seventeen (17) feet of public roadway and utility easement will be required along the western property lines to fulfill the minimum width for an arterial street; as indicated in the adopted Comprehensive Plan.
Applicant: Jim and Nancy Cox
Location: 616 S Anderson Road
Current Zoning: A-G “General Agricultural District”
Proposed Zoning: R-R “Rural Residential District”

REQUEST SUMMARY
Jim and Nance Cox are the owners of this current 5 acre tract of land, located at 616 S Anderson Road. The owners are requesting a change of rezoning from A-G “General Agricultural District” to R-R “Rural Residential District” in order to apply for a lot split for to allow for an application for a Specific Use Permit for a medical marijuana grow facility on the larger parcel.

The change to R-R “Rural Residential District” is only requested for the two (2) acre parcel that will be created by the lot split (shown in red below), not the entire 5 acres. The remaining 7.92 acres will remain as A-G “General Agricultural District”.
EXISTING ZONING, PROPOSED ZONING AND LAND USE

The current zoning for the subject site is A-G “General Agricultural District”. There is currently a single-family residence and several accessory buildings located on the site.

A single-family dwelling is a permitted use in the A-G “General Agricultural District”; however, the required minimum lot area is five (5) acres and minimum lot frontage is 330 feet. The current lot configuration does not meet the minimum frontage and area requirements for an A-G “General Agricultural District”, as the current frontage is only 165.23 feet and the current minimum lot area of 5 acres includes the right-of-way. Rights-of-ways cannot be included to meet minimum lot area. Therefore, the applicant will be doing a lot merge with the property to the north, followed by a lot split to divide the property into a 2 acre tract and a 7.92 acre tract (see Agenda Item #4.2 & #4.3).

The request is to rezone the newly created 2 acre Tract 1B to R-R “Rural Residential District”. Proposed Tract 1B will meet the R-R “Rural Residential District” requirements, which are listed below and any variances to these regulations would require a Board of Adjustment approval.

1. Minimum lot area 43,560 sf;
2. Minimum lot frontage 110 feet;
3. Maximum height 35 feet;
4. Minimum front yard setback 50 feet;
5. Minimum side yard setback 15 feet; and
6. Minimum rear yard setback 20% depth of lot

Any development of the property will require a submittal of a site development plan and appropriate permits. The development will have to comply with subdivision regulations, designated zoning classification, and all State of Oklahoma rules and regulations.

SURROUNDING LAND USE AND ZONING

The land use and zoning for the properties surrounding this are as follows:

**North**: The property to the north is zoned R-R “Rural Residential District” with single family home.

**South**: The property to the south is zoned A-G “General Agricultural District” with a single family home as well.

**East**: To the east are zoned R-R “Rural Residential District” properties with single family homes in the Quail Hollow subdivision.

**West**: To the west is Midwest City, but the uses are residential.

COMPREHENSIVE PLAN

- **Future Development Density Plan**: The subject property is within the “Rural Protection Boundary”. The development density of this area is 0.5 to 1 dwelling unit per acre. Their request for the rezoning and lot split for single-family homes are within the parameters set for the “Rural Protection Boundary” density.
- **Land Use**: Historically, the existing parcel has been used for a single-family residence.
  - *Future Land Use*: Low Density Residential – *(Single family homes with lots that are typically one are or larger excluding rights of way.)* The applicant’s proposal of two (2) lots resulting in lots at (1) acre or greater, meets the recommendations of the Comprehensive Future Land Use Plan.
  - *Physical Constraints* – There are no built or natural constraints present as listed in the Comprehensive plan, but if the property is developed, the developer will need to be aware of any stormwater drainage, stormwater quality, and all other environmental impacts.
- **Transportation** – The necessary right-of-way and easement dedications listed in the Comprehensive Plan will be reviewed with the lot split application. Please refer to the “Transportation” paragraph below to identify the required right of way dedication.
- **Infrastructure** – The property owner will have to meet all infrastructure requirements as discussed in the Comprehensive Plan and the City Code with any future development of this site. Please refer to paragraphs “Water and “Sewer” to see more details regarding mandatory connections and extensions.
- **Livable City** – The development of these properties will have to ensure that the livability standards within the comprehensive plan are being met and follow all required regulations within the City’s adopted ordinances and resolutions.

**WATER AND SEWER**
The subject property is served by private water at this time. There is an existing water main in the South Anderson Road right-of-way. City Code states the following regarding mandatory water/sewer connections and extensions:

- **§19-164.A Mandatory Connections** – The following properties must connect to Authority Water and Sanitary Sewer Main Lines:
  - New primary building development that abut existing public water and/or sanitary sewer mains;
  - Developed properties that abut existing water mains with failed water wells;
  - Developed properties that abut existing sewer main with a failed septic system;
  - In the event that a sanitary sewer extension or service is installed within twenty five (25) feet of a private water well, the well shall be abandoned and the property owner shall connect to the Authority’s water systems;
  - Lawn irrigation only is exempt from this rule. A backflow device must be installed and tested annually as required in the adopted International Plumbing Code.

Connection to City Water will be required with any future development or large improvements on the property, based on the Code’s Mandatory Connection requirement.

The subject site is likely served by a private sanitary system, such as a septic system, as is it outside of the City’s current service boundary. There are no public sanitary sewer mains located within five hundred (500) feet for the property owner to extend or connect to as required by §19-165. Therefore, a private sanitary system is required and the installation/maintenance will have to adhere to the requirements of the City of Choctaw and Oklahoma Department of Environmental Quality (ODEQ).
TRANSPORTATION
The property has frontage along South Anderson Road, south of its intersection with East Reno Avenue. At the time of the subdivision of the lot, an additional seventeen (17) feet of public roadway and utility easement will be required along the western property lines to fulfill the minimum width for an arterial street; as indicated in the adopted Comprehensive Plan. The Comprehensive Plan identifies arterials as roadways that are designed to convey longer trips and relatively heavy volumes of traffic; these roadways are primarily intended to provide mobility. These types of roadways may have four (4) to six (6) lanes of traffic requiring up to one hundred (100) feet of right-of-way. The statutory right-of-way requirement for arterials is thirty-three (33) feet on one half of the roadway and therefore an additional seventeen (17) feet of public roadway and utility easement will be dedicated with this lot split along South Anderson Road to allow for proper width for utility relocation and proper road widening.

CITY OF CHOCTAW STAFF
The City of Choctaw’s staff has reviewed the proposed zoning amendment by changing the zoning classification of the applicant’s property from A-G “General Agricultural District” to R-R “Rural Residential District”. This request is consistent with the Future Land Use Plan which delineates this area as Low Density Residential.
PLEASE NOTE:
This map was created solely as a representation use by the City of Choctaw, Oklahoma. The City of Choctaw, Oklahoma assumes no responsibility for the content or accuracy of this map.

Map Created:
May 22, 2020
APPLICATION

ZONING CHANGE [REZONING]

We, the undersigned, ask the City Council of the City of Choctaw, Oklahoma, to approve a zoning change as requested in this application on the tract of land described below. We attest to the truth and correctness of all facts and information presented with this application and will observe and conform in all aspects of the Zoning Regulations, as amended, of the City of Choctaw and have received a copy of the Policies and Procedures regulating the Zoning Amendment application. We hereby agree to pay all advertising and mailing notification costs differences which are greater than the amount paid with this application for the public hearings as required by the Choctaw Zoning Regulations. The City of Choctaw is authorized to prepare and publish all required legal advertising and mail notifications, the cost difference of which is to be billed to the name listed below for payment.

Present Zoning Classification    R-R  
Requested Zoning Classification 

Legal Description of Property Requested to be Rezoned [attach additional sheets if needed]

The South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of section 4, Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma (See Attached)

Street Address or Other Common Property Description: 216 S. Anderson Road, Choctaw, OK 73020

Property Owner’s Name(s): Jim Cox

If corporation, Corporate Official Name and Seal: 

Mailing Address: 318 S. Czech Hall Road

City: Mustang  OK  Zip: 73020

Email Address: coxjiml@cox.net

Telephone: (405) 615-0076  Fax:  

PROPERTY OWNER’S SIGNATURE:  

[Not necessary if there is an authorized representative. Authorized representative must sign below]

AUTHORIZED REPRESENTATIVE: I hereby certify that I am authorized to represent all of the property owners of the above described tract in the application. A power of attorney is attached.

Name:  
Address:

Signature:  
Telephone:

Dec 2018
QUESTIONS ON REZONING APPLICATION

[Attach additional sheets if necessary]

1. What is the current use of the property? Residential

2. Why are you requesting a change in zoning? to comply with ordinance

3. Are there any deed restrictions of restrictive covenants that would affect the use of this property?
   If so, what are they and attach a copy to this applications? no

4. Has a rezoning ever been requested for this property in the past by the current owner?
   If so, what zoning classification was requested and when? no

5. If the rezoning is approved, does the applicant intend to develop the property?
   no
616 S. Anderson Road, Choctaw, OK Legal Description continued ...

County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084 with metes and bounds as follows:

Commencing at the Northwest corner of said NW/4:

Thence South 00° 41'14" East as the Basis of Bearing on the West line of said NW/4 a distance of 1680.77 feet to the Point of Beginning:

Thence South 89° 30'38" East a distance of 580.92 feet.

Thence South 00° 41'14" East and parallel to the West line of said NW/4 a distance of 150.00 feet to a point on the South line of the S/2 N/2 SW/4 of said NW/4:

Thence North 89° 30'38" West on said South line a distance of 580.92 feet to the Southwest corner of the S/2 N/2 SW/4 of said NW/4;

Thence North 00° 41'14" West on the West line of said NW/4 a distance of 150.00 feet to the Point of Beginning.

This description contains 87,120 square feet or 2.00 acres, more or less.
WARRANTY DEED

JOINT TENANCY

(Trustee Form)

That Wesley Gene Rutledge, Trustee and Nancy Alice Thompson, Trustee of The Granville Glenn Rutledge Trust dated April 8, 2004 and Wesley Gene Rutledge and Carol Rutledge, husband and wife, party(ies) of the first part, in consideration of the sum of TEN & NO/100———Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto Jim Cox and Nancy Cox, as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor, party(ies) of the second part, the following described real property and premises situated in Oklahoma County, State of Oklahoma, to wit:

The South Half (S/2) of the South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4) of Section Four (4), Township Eleven (11) North, Range One (1) West of the Indian Meridian, according to the Government Survey Thereof.

Property Address: 616 South Anderson Road, Choctaw, OK 73020

Less and except all of the oil, gas, and other minerals in and under the above property, which have heretofore been reserved or conveyed or which are reserved by the Grantor(s) herein. It is the intention of the Grantor(s) to convey to the Grantee(s) the surface and surface rights only in and to the above-described real property.

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

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

EXCEPT covenants, conditions, easements, restrictions and mineral reservations or conveyances of record.

DC 1682842 mn 2/15 DOC-150.00

First American Title
133 N.W. 8th
Oklahoma City, OK 73102
Signed and delivered this May 01, 2012.

The Granville Glenn Rutledge Trust dated April 8, 2004

By: Wesley Gene Rutledge, Trustee
Wesley Gene Rutledge

By: Nancy Alice Thompson, Trustee
Nancy Alice Thompson, Trustee

Carol Rutledge

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on May 01, 2012, by Wesley Gene Rutledge, Trustee and Nancy Alice Thompson, Trustee of The Granville Glenn Rutledge Trust dated April 8, 2004.

[Notary Seal]

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on May 01, 2012 by Wesley Gene Rutledge and Carol Rutledge, husband and wife.

[Notary Seal]

NOTARY PUBLIC

My Commission Expires:

Mail Tax Statements to:
Bank of Commerce
2500 South Cornwell Drive
This Report is for Account Number R194663020 and R194663030, and is a 300-foot radius from the outside of the polygon. If the minimum number of different owners was not reached it was extended by 100-foot increments until the required number of different owners was reached, or the maximum distance was reached. This report does not constitute a legal survey or document, for definitive description of real property and ownership; consult the deeds recorded in the Oklahoma County Clerks Office.
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AGENDA TITLE: Ordinance No. 819-2020, amending Chapter 2, Abandoned, Wrecked Motor Vehicles to Part 8, Health and Sanitation of the Code of Ordinances of the City of Choctaw by amending Sections 8-201, 8-202, 8-203 and 8-209; declaring repealer, providing for severability; and declaring an emergency.

**Public hearing required if this box is checked**

General Report: Amend Section 8-201 A.2.3.5 Definitions; Amend derelict motor vehicle to inoperable motor vehicle in Sections 8-202 and Section 8-209

Staff Comments: Amendment improves the clarity for the enforcement and citizens understanding. Eliminates reference to current motor vehicle inspection certificate which is no longer required. Also eliminates reference to state and federal minimum safety standards. Clarifies that black tagged vehicles will be considered as unlicensed vehicles as they are not permitted to be driven on city streets. Coordinates definition between City Code and International Property Maintenance Code.
Current Code:
"Derelict motor vehicle" is any motor vehicle as defined by Paragraph 2 of this section, which does not have lawfully affixed thereto both an unexpired license plate or plates and a current motor vehicle safety inspection certificate, or whose condition renders the vehicle incapable of operation or noncompliance with state or federal safety standards.

Amendment:
"Inoperable Motor Vehicle" is any vehicle as defined herein, which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair or incapable of being moved under its own power. Black tagged vehicles shall be considered unlicensed vehicles as they are not permitted to be driven upon the public streets.

Current Code:
"Motor vehicle" is any vehicle manufactured for transportation purposes that is subject to state and federal licensing or registration for use.

Amendment:
"Motor Vehicle" is any vehicle manufactured for transportation purposes. The term shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks and tractors.

Current Code:
"Private property" means any real property with a minimum lot size of ten thousand (10,000) square feet within the City which is privately owned and which is not public property as defined in this section.

Amendment:
"Private property" means any real property which is privately owned and which is not public property as defined in this section.
ORDINANCE 819-2020

ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA AMENDING CHAPTER 2, ABANDONED, WRECKED MOTOR VEHICLES TO PART 8 HEALTH AND SANITATION OF THE CODE OF ORDINANCES OF THE CITY OF CHOCTAW BY AMENDING SECTIONS §8-201, §8-202, §8-203, §8-209; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Chapter 2, Abandoned, Wrecked Motor Vehicles of Part 8 Health and Sanitation of the Code of Ordinances of the City of Choctaw, Oklahoma is hereby amended to read as follows:

CHAPTER 2

ABANDONED, WRECKED AND INOPERABLE MOTOR VEHICLES

§ 8-201 Definitions.
§ 8-202 Storing, parking or leaving derelict inoperable motor vehicle prohibited; and declared nuisance; exceptions.
§ 8-203 Notice to remove.
§ 8-204 Responsibility for removal.
§ 8-205 Notice procedure.
§ 8-206 Content of notice.
§ 8-207 Request for hearing, commission created.
§ 8-208 Procedure for hearing.
§ 8-209 Removal of declared nuisance from property.
§ 8-210 Notice of removal.
§ 8-211 Disposition of vehicles.
§ 8-212 Redemption of impounded vehicles.
§ 8-213 Contents of public sale notice.
§ 8-214 Public sale.
§ 8-215 Penalty.

§ 8-201 DEFINITIONS.

A. For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

1. "Chief of police" is the chief of police of the city;

2. "Derelict motor vehicle" is any motor vehicle, as defined by Paragraph 2 of this section, which does not have lawfully affixed thereto both an unexpired license plate or plates and a current motor vehicle safety inspection certificate, or whose condition renders the vehicle incapable of operation or noncompliance with state
or federal minimum safety standards;

"Inoperable Motor Vehicle" is any motor vehicle, as defined herein, which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair or incapable of being moved under its own power. Black tagged vehicles shall be considered unlicensed vehicles as they are not permitted to be driven upon the public streets;

3. "Motor vehicle" is any vehicle manufactured for transportation purposes means a device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices designed to be moved by human power or used exclusively upon stationary rails or tracks, the term shall include, but not limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, and tractors;

4. "Person" means any person, firm, partnership, association, corporation, company or organization of any kind;

5. "Private property" means any real property of a minimum lot size of ten thousand (10,000) square feet within the city which is privately owned and which is not public property as defined in this section;

6. "Public property" means any street or highway which shall include the entire width between the boundary line of every way publicly maintained for the purposes of vehicular travel, and shall mean any other publicly owned property or facility; and

7. "Site proof fence" means a fence or wall which conforms to the following standards:

   a. A minimum of six (6) feet but not more than eight (8) feet in height;

   b. Attractive;

   c. Made of wood, masonry, stockade poles, metal or other suitable material which serves to beautify, decorate or adorn the property;

   d. Permanently anchored to the ground by a base situated entirely upon its subject property;

   e. Obscures vision from one property to another. Note: if a chain link fence is used, the metal or wooden inserts must be used to obscure vision;

   f. Kept in an attractive state and in good repair at all times by the property owner; and

   g. Must be behind the front building line and when on a corner lot, the side
building line adjacent to the side street of the primary building.

B. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. (Ord. No. 221, 5/4/82; Ord. No. 466, 3/21/95)

§ 8-202 STORING, PARKING OR LEAVING DERELICT INOPERABLE MOTOR VEHICLE PROHIBITED; AND DECLARED NUISANCE; EXCEPTIONS.

A. No person shall park, store, leave or permit the parking, storing or leaving of any derelict inoperable motor vehicle or major components thereof, whether owned or possessed by such person or others, upon any public or private property within the city for a period of time in excess of thirty (30) days. No motor vehicle shall at any time be in a state of disassembly, disrepair, or in the process of being stripped or dismantled.

B. The presence of the derelict inoperable motor vehicles or major components thereof which exceeds the time limitation specified in Subsection A of this section is hereby declared a public nuisance which may be abated as such in accordance with the provisions of this chapter.

C. This section shall not apply to:

1. Any derelict inoperable motor vehicle or major components thereof enclosed within a building on private property;

2. Any derelict inoperable motor vehicle or major components thereof held in connection with a business enterprise, lawfully licensed and properly operated in the appropriate business zone, pursuant to the zoning laws of the city;

3. Any motor vehicle in operable condition specifically adapted or designed for operation on drag strips or raceways;

4. Any derelict inoperable motor vehicle or major components thereof enclosed by a sight proof fence on private property, based upon the following limitations:

   a. The enclosed area within the sight proof fence shall be six percent (6%) of the total area of the subject private property or five thousand (5,000) square feet, whichever is less; and

   b. Derelict Inoperable motor vehicles or major components thereof contained within the sight proof fence must maintain a thirty-six (36) inch clearance completely around the vehicle and shall not be visible from the property lines of adjoining public or private property;

5. One derelict inoperable motor vehicle which is not enclosed by a sight proof fence or within a building may be parked or stored on private property with the
following limitation:

a. Such vehicle shall be completely covered with a suitable, snug-fitting, nontransparent type of material, maintained in good repair.

D. Nothing in this chapter is intended to grant property owners the right to do any act prohibited by Oklahoma Statutes or city ordinances. (Ord. No. 221, 5/4/82; Ord. No. 466, 3/21/95)

§ 8-204(3) NOTICE TO REMOVE.

Whenever it comes to the attention of the city manager or his designee that any nuisance as defined in § 8-202 of this code exists in the city, a notice in writing shall be served upon the occupant of the property where the nuisance exists, or in case there is no such occupant, then upon the owner of the property or his agent, notifying of the existence of the nuisance and requesting its compliance with § 8-202 in the time specified in this chapter. (Ord. No. 221, 5/4/82; Ord. No. 466, 3/21/95)

State Law Reference: Removal of abandoned vehicles on private property, 47 O.S. § 954A; grounds for removal on state highways by state, 47 O.S. § 951 et seq.

§ 8-209 REMOVAL OF DECLARED NUISANCE FROM PROPERTY.

A. If the nuisance described in the notice has not been abated within the thirty (30) day period of compliance, or in the event that a notice requesting a hearing is timely filed, a hearing is had, and the existence of the violation is affirmed by the city manager, then:

1. The chief of police or his designee shall have the right to take possession of the derelict inoperable motor vehicle and remove it from the premises; or

2. The city shall continue to prosecute criminal charges on a daily basis for failure to abate the nuisance.

Section 2. REPEALER.

All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. EMERGENCY.
It being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

**PASSED AND APPROVED** and the Emergency Clause voted upon separately and passed and approved this __________ day of ____________________, 2020.

____________________________________
Randy Ross, Mayor

ATTEST:

__________________________
Amanda Valent, City Clerk

APPROVED as to form this __________ day of ____________________, 2020.

____________________________________
RAYMOND A. VINCENT
City Attorney
ORDINANCE 819-2020

ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA AMENDING CHAPTER 2, ABANDONED, WRECKED MOTOR VEHICLES TO PART 8 HEALTH AND SANITATION OF THE CODE OF ORDINANCES OF THE CITY OF CHOCTAW BY AMENDING SECTIONS §8-201, §8-202, §8-203, §8-209; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Chapter 2, Abandoned, Wrecked Motor Vehicles of Part 8 Health and Sanitation of the Code of Ordinances of the City of Choctaw, Oklahoma is hereby amended to read as follows:

CHAPTER 2

ABANDONED, WRECKED AND INOPERABLE MOTOR VEHICLES

§ 8-201 Definitions.
§ 8-202 Storing, parking or leaving inoperable motor vehicle prohibited; and declared nuisance; exceptions.
§ 8-203 Notice to remove.
§ 8-204 Responsibility for removal.
§ 8-205 Notice procedure.
§ 8-206 Content of notice.
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§ 8-210 Notice of removal.
§ 8-211 Disposition of vehicles.
§ 8-212 Redemption of impounded vehicles.
§ 8-213 Contents of public sale notice.
§ 8-214 Public sale.
§ 8-215 Penalty.

§ 8-201 DEFINITIONS.

A. For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

1. “Chief of police” is the chief of police of the city;

2. “Inoperable Motor Vehicle” is any motor vehicle, as defined herein, which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair or incapable of being moved under its own power. Black tagged vehicles shall be considered
unlicensed vehicles as they are not permitted to be driven upon the public streets;

3. "Motor vehicle" is any vehicle manufactured for transportation, the term shall include, but not limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, and tractors;

4. "Person" means any person, firm, partnership, association, corporation, company or organization of any kind;

5. "Private property" means any real property which is privately owned and which is not public property as defined in this section;

6. "Public property" means any street or highway which shall include the entire width between the boundary line of every way publicly maintained for the purposes of vehicular travel, and shall mean any other publicly owned property or facility; and

7. "Site proof fence" means a fence or wall which conforms to the following standards:

a. A minimum of six (6) feet but not more than eight (8) feet in height;

b. Attractive;

c. Made of wood, masonry, stockade poles, metal or other suitable material which serves to beautify, decorate or adorn the property;

d. Permanently anchored to the ground by a base situated entirely upon its subject property;

e. Obscures vision from one property to another. Note: if a chain link fence is used, the metal or wooden inserts must be used to obscure vision;

f. Kept in an attractive state and in good repair at all times by the property owner; and

g. Must be behind the front building line and when on a corner lot, the side building line adjacent to the side street of the primary building.

B. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. (Ord. No. 221, 5/4/82; Ord. No. 466, 3/21/95)

§ 8-202 STORING, PARKING OR LEAVING INOPERABLE MOTOR VEHICLE PROHIBITED; AND DECLARED NUISANCE; EXCEPTIONS.
A. No person shall park, store, leave or permit the parking, storing or leaving of any inoperable motor vehicle or major components thereof, whether owned or possessed by such person or others, upon any public or private property within the city for a period of time in excess of thirty (30) days. No motor vehicle shall at any time be in a state of disassembly, disrepair, or in the process of being stripped or dismantled.

B. The presence of the inoperable motor vehicles or major components thereof which exceeds the time limitation specified in Subsection A of this section is hereby declared a public nuisance which may be abated as such in accordance with the provisions of this chapter.

C. This section shall not apply to:

1. Any inoperable motor vehicle or major components thereof enclosed within a building on private property;

2. Any inoperable motor vehicle or major components thereof held in connection with a business enterprise, lawfully licensed and properly operated in the appropriate business zone, pursuant to the zoning laws of the city;

3. Any motor vehicle in operable condition specifically adapted or designed for operation on drag strips or raceways;

4. Any inoperable motor vehicle or major components thereof enclosed by a sight proof fence on private property, based upon the following limitations:
   a. The enclosed area within the sight proof fence shall be six percent (6%) of the total area of the subject private property or five thousand (5,000) square feet, whichever is less; and
   b. Inoperable motor vehicles or major components thereof contained within the sight proof fence must maintain a thirty-six (36) inch clearance completely around the vehicle and shall not be visible from the property lines of adjoining public or private property;

5. One inoperable motor vehicle which is not enclosed by a sight proof fence or within a building may be parked or stored on private property with the following limitation:
   a. Such vehicle shall be completely covered with a suitable, snug-fitting, nontransparent type of material, maintained in good repair.

D. Nothing in this chapter is intended to grant property owners the right to do any act prohibited by Oklahoma Statutes or city ordinances. (Ord. No. 221, 5/4/82; Ord. No. 466, 3/21/95)

§ 8-204 (3) NOTICE TO REMOVE.
Whenever it comes to the attention of the city manager or his designee that any nuisance as defined in § 8-202 of this code exists in the city, a notice in writing shall be served upon the occupant of the property where the nuisance exists, or in case there is no such occupant, then upon the owner of the property or his agent, notifying of the existence of the nuisance and requesting its compliance with § 8-202 in the time specified in this chapter. (Ord. No. 221, 5/4/82; Ord. No. 466, 3/21/95)

State Law Reference: Removal of abandoned vehicles on private property, 47 O.S. § 954A; grounds for removal on state highways by state, 47 O.S. § 951 et seq.

§ 8-209  REMOVAL OF DECLARED NUISANCE FROM PROPERTY.

A. If the nuisance described in the notice has not been abated within the thirty (30) day period of compliance, or in the event that a notice requesting a hearing is timely filed, a hearing is had, and the existence of the violation is affirmed by the city manager, then:

1. The chief of police or his designee shall have the right to take possession of the inoperable motor vehicle and remove it from the premises; or

2. The city shall continue to prosecute criminal charges on a daily basis for failure to abate the nuisance.

Section 2. REPEALER.

All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this __________ day of ____________________, 2020.
ATTEST:

Randy Ross, Mayor

Amanda Valent, City Clerk

APPROVED as to form this _______ day of ______________________, 2020.

______________________________
RAYMOND A. VINCENT
City Attorney
CITY OF CHOCTAW

STAFF REPORT

City Council
Development Services

Meeting of: 6/23/2020

Prepared By

AGENDA TITLE: CITY OF CHOCTAW CODE AMENDMENT TO THE SUBDIVISION REGULATIONS RELATED TO MANDATORY EXTENSION OF WATER AND SEWER MAINS: §19-165 AND §19-166

**Public hearing required if this box is checked**

Report:

Amend §19-165 and §19-166 of Part 19 - Subdivision Development; Chapter 1 - Subdivision Regulations; Article D - Required Improvements; §19-165 - Mandatory Extensions and §19-166: General.

Recently City Council has seen several waiver requests to the water extension requirements as noted in City’s Code due to costs associated with extensions, specifically to single-lot owners/builders.

Per City Council’s direction, Staff has proposed the attached changes to §19-165 and §19-166 regarding mandatory water and sewer main extensions.

Planning Commission voted to recommend approval of the proposed code language with a few changes:

1) Leave the language in §19-165.B as it is currently stated.
2) Add "single-family homes" to §19-165.C.1.b and §19-165.C.1.c.
3) Clarify that the City Engineer will measure the distance for a connection/extension.
4) Update language to state that for water line extensions, the measurement shall begin from the very outside edge of the water line closest to the subject property and measured by taking the most direct route using public street right-of-way. For sewer line extensions the measurement shall begin from the very outside edge of sewer line closest to the subject property and measures by taking the most direct route using public street right-of-way, side property lines or rear property lines.

Additionally, Staff has updated the language so that the water and sewer line both have the 1,200 feet extension requirement. Previous code had water and sewer extension requirement when within 500 feet of an existing line and only water extension for certain types of development/lots when within 1,200 feet.

These changes have been reflected in the ordinance before City Council. A red-line copy of the language has been provided for review as well.
ORDINANCE NO. 821-2020

AN ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA, ADDING AMENDING PART 19, CHAPTER 1, ARTICLE D, BY ADDING SECTION 19-165 AND 19-166 TO THE CHOCTAW CODE OF ORDINANCES OF THE CITY OF CHOCTAW, OKLAHOMA, PERTAINING TO MISCELLANEOUS AESTHETIC REQUIREMENTS; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Code of Ordinances of the City of Choctaw at Part 19 Chapter 1, Article D, Section 19-165 and 19-166 is hereby added and amended and reads as follows:

ARTICLE D

REQUIRED IMPROVEMENTS

§19-165 MANDATORY EXTENSIONS

A. The following properties must extend a minimum of an eight inch main line. The main line could be larger if it is connecting to a water main in an arterial street or sanitary sewer trunk main. Refer to “Future Use of Extension”.

B. Properties must install looped water main when a secondary water main is within 500 feet or if required by the City Engineer. The line should be adequately size, but the minimum size main shall be eight (8) inches. The looped system will provide a stable water pressure for the area and for fire protection.

C. The following properties/types of development must extend water and sewer mains if within 1,200 feet, as measured pursuant to §19-166.B, of an existing public water or sewer main (provided topography allows for a sewer extension):

1. Proposed residential subdivisions, excluding:
   a. Subdivisions in A-G zoning districts
   b. Unplatted single lots for single-family homes
   c. Residential lot splits for single-family homes

2. Proposed multi-family developments
3. Proposed non-residential subdivisions and lot splits


D. The original boundary line of any tract, parcel or lot as of December 18, 2018 shall be used in determining the minimum distance. A property owner(s) can’t perform a lot split, plat or subdivide property to avoid the requirements of mandatory extensions.

E. In the event that there are no adjacent potable water and/or sanitary sewer mains available and if falls outside of the mandatory extension boundary, the developer may construct a private well and/or on-site sewage treatment system, if approved by the City of Choctaw and the State of Oklahoma. If the City of Choctaw or the State of Oklahoma does not approve a new or expanded well or an on-site sewage treatment system, the developer shall provide the required extension of the Authority’s utility to the property, and shall connect to the new utility extension. (Ord. No. 741, 12/15/15)

F. Any variance to the mandatory extension will have to be approved by the City Council.

§19-166 GENERAL

B. To determine the distance required for a connection and/or extension. The measurement shall be made by the City Engineer. For water line extensions, the measurement shall begin from the very outside edge of the water line closest to the subject property and measured by taking the most direct route using public street right-of-way. For sewer line extensions the measurement shall begin from the very outside edge of sewer line closest to the subject property and measures by taking the most direct route using public street right-of-way, side property lines or rear property lines.

J. All water line extensions must be extended across the full frontage(s) of the subject property. All sewer line extensions must be across the full length of at least one side of the subject property. The City Engineer has final approval over the location and size of any extensions.

SECTION 2. Repealer. All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.
SECTION 3. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. **Emergency.** Whereas, it being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and APPROVED and the Emergency Clause voted upon separately by the Mayor and City Council of the City of Choctaw, Oklahoma, this 23rd day of June, 2020.

ATTEST:

Randy Ross, Mayor

Amanda Valent, City Clerk

APPROVED AS TO FORM this 23rd day of June, 2020.

Ray Vincent, City Attorney
§19-165 MANDATORY EXTENSIONS

A. The following properties must extend a minimum of an eight inch main line. The main line could be larger if it is connecting to a water main in an arterial street or sanitary sewer trunk main. Refer to “Future Use of Extension”.

B. The following properties must install looped water main when a secondary water main is within 500 feet or if required by the City Engineer. The line should be adequately size, but the minimum size main shall be eight (8) inches. The looped system will provide a stable water pressure for the area and for fire protection.

C. The said property must extend the utility main if any point of the property is within 500 foot circumference of an existing public water or sanitary sewer main:
   1. Platted or un-platted new primary building development;
   2. Existing platted or un-platted developed properties that has a failed private water well(s) and/or private sanitary sewer system;

D. The following properties must extend the utility main if any point of the property is within 1,200 foot circumference of an existing public water main:
   1. Un-platted lots to be split into two (2) lots or more under the same ownership at the time of the split;
   2. Illegal subdividing of tract, parcel, or lot (lot split);
   3. Proposed Residential Subdivision
   4. Proposed Multi-Family Development
   5. Proposed Non-Residential Subdivision
   6. Proposed Non-Residential Development

C. The following properties/types of development must extend water and sewer mains if within 1200 feet, as measured pursuant to §19-166.B, of an existing public water or sewer main (provided topography allows for a sewer extension):

1. Proposed residential subdivisions, excluding:
   a. Subdivisions in A-G zoning districts
   b. Unplatted single lots for single-family homes
   c. Residential lot splits for single-family homes
2. Proposed multi-family developments
3. Proposed non-residential subdivisions and lot splits

D. The original boundary line of any tract, parcel or lot as of December 18, 2018 shall be used in determining the minimum distance. A property owner(s) can’t perform a lot split, plat or subdivide property to avoid the requirements of mandatory extensions.

E. In the event that there are no adjacent potable water and/or sanitary sewer mains available and if falls outside of the mandatory extension boundary, the developer may construct a private well and/or on-site sewage treatment system, if approved by the City of Choctaw and the State of Oklahoma. If the City of Choctaw or the State of Oklahoma does not approve a new or expanded well or an on-site sewage treatment system, the developer shall provide the required extension of the Authority’s utility to the property, and shall connect to the new utility extension. (Ord. No. 741, 12/15/15)

F. Any variance to the mandatory extension will have to be approved by the City Council.

§19-166 GENERAL

B. To determine the distance for a required connection and/or extension, the measurement shall begin from the very outside edge of a utility main or facility to the closes edge of the property’s legal description. To determine the distance required for a connection and/or extension, the measurement shall be made by the City Engineer. For water line extensions, the measurement shall begin from the very outside edge of the water line closest to the subject property and measured by taking the most direct route using public street right-of-way. For sewer line extensions the measurement shall begin from the very outside edge of sewer line closest to the subject property and measures by taking the most direct route using public street right-of-way, side property lines or rear property lines.

J. All extensions, expansions, and new facilities for City water and/or sewer main lines, must be extended across the developer’s property to the far end of the easement or right of way adjacent to the property. All water line extensions must be extended across the full frontage(s) of the subject property. All sewer line extensions must be across the full length of at least one side of the subject property. The City Engineer has final approval over the location and size of any extensions.
MEMORANDUM

TO: Chairman and Commissioners
FROM: Purvi Patel, City Planner
CC: Guy Henson, Development Services Director; Ed Brown, City Manager; Randy Jacox, Public Works Director
DATE: May 6, 2020
SUBJECT: Mandatory Extensions Update

This memo provides an updated to the Mandatory Extensions report and code language already presented in the May 7th, 2020 Planning Commission Agenda.

As we continued to research the surrounding communities’ water and sewer main extensions requirements, it was found that several of these communities require extensions if the water or sewer mains are located within a quarter (1/4) mile of the subject site. Below is a table summarizing the findings.

Based on these findings, Staff recommends requiring properties/developments within 1,200 feet of an existing public water or sewer main to extend, versus the 500 feet originally proposed. Attached is the draft ordinance with this revision. This change would be more in line with what the larger cities in the metro area require.

<table>
<thead>
<tr>
<th>CITY NAME</th>
<th>WATER EXTENSION REQUIREMENT</th>
<th>SEWER EXTENSION REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yukon</td>
<td>when located within ¼ mile</td>
<td>when located within ¼ mile</td>
</tr>
<tr>
<td>Mustang</td>
<td>when located within ¼ mile</td>
<td>when located within ¼ mile</td>
</tr>
<tr>
<td>Edmond</td>
<td>all developments unless in rural protection area</td>
<td>all developments unless in the rural protection area</td>
</tr>
<tr>
<td>Norman</td>
<td>all developments unless in rural protection area</td>
<td>all developments unless in rural protection area</td>
</tr>
<tr>
<td>Moore</td>
<td>all developments except residential developments in A-1 Rural AG; A-2 Suburban AG &amp; RE Estate outside of ½ mile</td>
<td>all developments except residential developments in A-1 Rural AG; A-2 Suburban AG &amp; RE Estate outside of ½ mile</td>
</tr>
<tr>
<td>Midwest City</td>
<td>all commercial, industrial &amp; institutional uses; residential when located within ½ mile</td>
<td>when located within 300 feet</td>
</tr>
</tbody>
</table>

All cities have caveats regarding sewer line extensions and locations; as certain circumstances do not allow for extensions or may not be an ideal location for an extension. For example, if the topography would not allow for an extension.
§19-165 MANDATORY EXTENSIONS

A. The following properties must extend a minimum of an eight inch main line. The main line could be larger if it is connecting to a water main in an arterial street or sanitary sewer trunk main. Refer to “Future Use of Extension”.

B. When a secondary water main is closely available, the City Engineer may require the installation of a looped water main. The water line should be adequately sized, but the minimum size shall be eight (8) inches. The looped system will provide a stable water pressure for the area and for fire protection.

C. The following properties/types of development must extend water and sewer mains if within 500 feet, as measured pursuant to §19-166.B, if an existing public water or sewer main (provided topography allows for a sewer extension):

1. Proposed residential subdivisions, excluding:
   a. Subdivisions in A-G zoning districts
   b. Unplatted single lots
   c. Residential lot splits

2. Proposed multi-family developments

3. Proposed non-residential subdivisions and lot splits


D. The original boundary line of any tract, parcel or lot as of December 18, 2018 shall be used in determining the minimum distance. A property owner(s) can’t perform a lot split, plat or subdivide property to avoid the requirements of mandatory extensions.

E. In the event that there are no adjacent potable water and/or sanitary sewer mains available and if falls outside of the mandatory extension boundary, the developer may construct a private well and/or on-site sewage treatment system, if approved by the City of Choctaw and the State of Oklahoma. If the City of Choctaw or the State of Oklahoma does not approve a new or expanded well or an on-site sewage treatment system, the developer shall provide the required extension of the Authority’s utility to the property, and shall connect to the new utility extension. (Ord. No. 741, 12/15/15)

F. Any variance to the mandatory extension will have to be approved by the City Council.

§19-166 GENERAL

J. All water line extensions must be extended across the full frontage(s) of the subject property. All sewer line extensions must be across the full length of at least one side of the subject property. The City Engineer has final approval over the location and size of any extensions.
AGENDA TITLE: CITY OF CHOCTAW CODE AMENDMENT TO THE SUBDIVISION REGULATIONS RELATED TO MANDATORY EXTENSION OF WATER AND SEWER MAINS: §19-165 AND §19-166

**Public hearing required if this box is checked**

General Report: Amend §19-165 and §19-166 of:
Part 19 - Subdivision Development
Chapter 1 - Subdivision Regulations
Article D - Required Improvements
§19-165 - Mandatory Extensions and
§19-166: General

Staff Comments: Per City Council's direction, Staff has proposed the attached changes to §19-165 and §19-166 regarding Mandatory water and sewer main extensions.

Recently City Council has seen several waiver requests to the water extension requirements as noted in City's Code due to costs associated with extensions, specifically to single-lot owners/builders.
§19-165 MANDATORY EXTENSIONS

A. The following properties must extend a minimum of an eight inch main line. The main line could be larger if it is connecting to a water main in an arterial street or sanitary sewer trunk main. Refer to “Future Use of Extension”.

B. When a secondary water main is closely available, the City Engineer may require the installation of a looped water main. The water line should be adequately sized, but the minimum size shall be eight (8) inches. The looped system will provide a stable water pressure for the area and for fire protection.

C. The following properties/types of development must extend water and sewer mains if within 500 feet, as measured pursuant to §19-166.B, if an existing public water or sewer main (provided topography allows for a sewer extension):

1. Proposed residential subdivisions, excluding:
   a. Subdivisions in A-G zoning districts
   b. Unplatted single lots
   c. Residential lot splits

2. Proposed multi-family developments

3. Proposed non-residential subdivisions and lot splits


D. The original boundary line of any tract, parcel or lot as of December 18, 2018 shall be used in determining the minimum distance. A property owner(s) can’t perform a lot split, plat or subdivide property to avoid the requirements of mandatory extensions.

E. In the event that there are no adjacent potable water and/or sanitary sewer mains available and if falls outside of the mandatory extension boundary, the developer may construct a private well and/or on-site sewage treatment system, if approved by the City of Choctaw and the State of Oklahoma. If the City of Choctaw or the State of Oklahoma does not approve a new or expanded well or an on-site sewage treatment system, the developer shall provide the required extension of the Authority’s utility to the property, and shall connect to the new utility extension. (Ord. No. 741, 12/15/15)

F. Any variance to the mandatory extension will have to be approved by the City Council.

§19-166 GENERAL

J. All water line extensions must be extended across the full frontage(s) of the subject property. All sewer line extensions must be across the full length of at least one side of the subject property. The City Engineer has final approval over the location and size of any extensions.
§ 19-165 MANDATORY EXTENSIONS

A. The following properties must extend a minimum of an eight inch main line. The main line could be larger if it is connecting to a water main in an arterial street or sanitary sewer trunk main. Refer to “Future Use of Extension”.

B. The following properties must install looped water main when a secondary water main is within 500 feet or if required by the City Engineer. The line should be adequately size, but the minimum size main shall be eight (8) inches. The looped system will provide a stable water pressure for the area and for fire protection. When a secondary water main is closely available, the City Engineer may require the installation of a looped water main. The water line should be adequately sized, but the minimum size shall be eight (8) inches. The looped system will provide a stable water pressure for the area and for fire protection.

C. The said property must extend the utility main if any point of the property is within 500 foot circumference of an existing public water or sanitary sewer main:
   1. Platted or un-platted new primary building development;
   2. Existing platted or un-platted developed properties that has a failed private water well(s) and/or private sanitary sewer system;

D. The following properties must extend the utility main if any point of the property is within 1,200 foot circumference of an existing public water main:
   1. Un-platted lots to be split into two (2) lots or more under the same ownership at the time of the split;
   2. Illegal subdividing of tract, parcel, or lot (lot split);
   3. Proposed Residential Subdivision
   4. Proposed Multi-Family Development
   5. Proposed Non-Residential Subdivision
   6. Proposed Non-Residential Development
C. The following properties/types of development must extend water and sewer mains if within 500 feet, as measured pursuant to §19-166.B, if an existing public water or sewer main (provided topography allows for a sewer extension):

1. Proposed residential subdivisions, excluding:
   a. Subdivisions in A-G zoning districts
   b. Unplatted single lots
   c. Residential lot splits

2. Proposed multi-family developments

3. Proposed non-residential subdivisions and lot splits


D. The original boundary line of any tract, parcel or lot as of December 18, 2018 shall be used in determining the minimum distance. A property owner(s) can’t perform a lot split, plat or subdivide property to avoid the requirements of mandatory extensions.

E. In the event that there are no adjacent potable water and/or sanitary sewer mains available and if falls outside of the mandatory extension boundary, the developer may construct a private well and/or on-site sewage treatment system, if approved by the City of Choctaw and the State of Oklahoma. If the City of Choctaw or the State of Oklahoma does not approve a new or expanded well or an on-site sewage treatment system, the developer shall provide the required extension of the Authority’s utility to the property, and shall connect to the new utility extension. (Ord. No. 741, 12/15/15)

F. Any variance to the mandatory extension will have to be approved by the City Council.

§19-166 GENERAL

J. All extensions, expansions, and new facilities for City water and/or sewer main lines, must be extended across the developer’s property to the far end of the easement or right of way adjacent to the property. All water line extensions must be extended across the full frontage(s) of the subject property. All sewer line extensions must be across the full length of at least one side of the subject property. The City Engineer has final approval over the location and size of any extensions.
AGENDA TITLE: Ordinance No. 823-2020, adding Section 8-415 to Chapter 4 of Part 8 of the Code of Ordinances of the City of Choctaw, Oklahoma declaring the Spreading of Solid Waste from Waste Water Treatment Plant a Nuisance and Regulating the Spreading of Solid Waste from a Waste Water Treatment Plant in the City of Choctaw; declaring repealer; providing for severability; adn declaring an emergency

**Public hearing required if this box is checked**

Report:

The addition of Section 8-415 will allow for the spreading of solid waste in an agricultural zoning district provided that it cannot be spread any closer than one eighth mile from a residential structure that it not owned by the owner of the land.
ORDINANCE 823-2020

AN ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA ADDING SECTION 8-415 TO CHAPTER 4 OF PART 8 OF THE CODE OF ORDINANCES OF THE CITY OF CHOCTAW DECLARING THE SPREADING OF SOLID WASTE FROM WASTE WATER TREATMENT PLANT A NUISANCE AND REGULATING THE SPREADING OF SOLID WASTE FROM A WASTE WATER TREATMENT PLANT IN THE CITY OF CHOCTAW; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. Section 8-415 of Chapter 4 of Part 8 of the Code if the City of Choctaw is added as follows:

Section 8-415 Spreading of Solid Waste from a Waste Water Treatment Plant Regulated

The spreading of solid waste from a waste water treatment plant in the City of Choctaw is declared a nuisance and it is unlawful for any person to spread or allow to be spread solid waste from a waste water treatment plant except for a five year period ending June 30, 2025 solid waste from a waste water treatment plant can be spread in an agriculture zoning district provided that it cannot be spread any closer than one eighth mile from a residential structure that is not owned by the owner of the land.

Section 2. REPEALER.

All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. EMERGENCY.

It being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Ordinance shall be in full force and effect from and after its passage and
approval, as provided by law.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this ___________ day of ____________________, 2020.

__________________________________
Randy Ross, Mayor

ATTEST:

__________________________________
Amanda Valent, City Clerk

APPROVED as to form this ________ day of ____________________, 2020.

__________________________________
RAYMOND A. VINCENT
City Attorney
AGENDA TITLE: Ordinance No. 824-2020, amending Appendix 5, Fee Schedule, to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma; declaring repealer; providing for severability; and declaring an emergency

Report:

Appendix 5, Section 1, currently states the fee schedule adopted annually is included in the code of ordinances. It also requires City Council to approve the utility charges by ordinance and that the fees are to be based on the 95% of the average of fees of the 5 surrounding towns. After the recent rate study those provisions are no longer valid.

Sections 2 and 3 require the City Clerk to keep true copies of the fee schedule on file and that the latest dated fee schedule shall be the schedule in effect. These sections were moved to Part 1, Chapter 1, Section 1-111, Fees.

Appendix 5 will remain reserved for future use if needed.
ORDINANCE NO. 824-2020

AN ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA, AMENDING APPENDIX 5, FEE SCHEDULE, TO THE CHOCTAW CODE OF ORDINANCES OF THE CITY OF CHOCTAW, OKLAHOMA; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Code of Ordinances of the City of Appendix 5, Fee Schedule, is hereby amended and reads as follows:

APPENDIX 5

RESERVED

FEE SCHEDULE

1. Fee schedule adopted by reference. The following schedules of Fees of City of Choctaw are hereby adopted and approved:

   a. Fees of City of Choctaw shall be reviewed and adjusted annually, as needed, and to be based on the ninety-five (95%) percent of the average of the fees (to include utility charges) charged by the cities and towns of Del City, Harrah, Jones City, Midwest City and Spencer.

2. Unless specifically indicated otherwise in whole or in part on any such schedule of Fees of City of Choctaw adopted and approved herein, the latest dated such schedule shall be in effect and supersede all prior schedules in conflict therewith; and

3. The city clerk is directed to keep true copies of the schedules adopted and approved herein on file at the municipal building of the city. (Adopted August 5, 1986; Ord. No. 669, 6/8/2010)

SECTION 2. Repealer. All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Emergency. Whereas, it being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants
thereof, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

PASSED and APPROVED and the Emergency Clause voted upon separately by the Mayor and City Council of the City of Choctaw, Oklahoma, this 23rd day of June, 2020.

ATTEST:

__________________________
Randy Ross, Mayor

__________________________
Amanda Valent, City Clerk

APPROVED AS TO FORM this 23rd day of June, 2020.

__________________________
Ray Vincent, City Attorney
CITY OF CHOCTAW

STAFF REPORT

City Council

Meeting of: 6/23/2020

Administration

Department

Amanda Valent

Prepared By

Ed Brown

Department Head

AGENDA TITLE: Ordinance No. 825-2020, amending Part 1, Chapter 1, Section §1-111, Fees, to the Choctaw Code of Ordinances of the City of Choctaw, Oklahoma; declaring repealer; providing for severability; and declaring an emergency

********************************************

**Public hearing required if this box is checked**

Report:

Appendix 5 was amended to remove requirements regarding fee schedules which are no longer valid. Previous Section 2 from Appendix 5 stating the latest dated schedule is the effective fee schedule and Section 3 requiring the City Clerk to keep a true copy of the fee schedule on file were added to Section 1-111.
ORDINANCE NO. 825-2020

AN ORDINANCE OF THE CITY OF CHOCTAW, OKLAHOMA, AMENDING PART 1, CHAPTER 1, SECTION §1-111, FEES, TO THE CHOCTAW CODE OF ORDINANCES OF THE CITY OF CHOCTAW, OKLAHOMA; DECLARING REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Code of Ordinances of the City of Part 1, Chapter 1, Section §1-111, is hereby amended and reads as follows:

§1-111 FEES

A. The City has adopted a schedule of fees and charges effective August 5, 1986, and as amended by Ordinance 669, 6/8/10 and from time to time by resolution, motion or ordinance, a copy of which is on file in the office of the city clerk. (Ord. No. 332, 8/19/86, Ord. No. 669, 6/8/10)

B. Unless specifically indicated otherwise in whole or in part on any such schedule of Fees of City of Choctaw adopted and approved herein, the latest dated such schedule shall be in effect and supersede all prior schedules in conflict therewith; and

C. The city clerk is directed to keep true copies of the schedules adopted and approved herein on file at the municipal building of the city. (Adopted August 5, 1986; Ord. No. 669, 6/8/2010)

Cross Reference: See also Appendix 5, Fee Schedule, as amended.

SECTION 2. Repealer. All former Ordinances or parts of Ordinances conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. Emergency. Whereas, it being immediately necessary for the preservation of the public health, peace and safety of the City of Choctaw and the inhabitants thereof, an emergency is hereby declared to exist, by reason whereof, this Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.
PASSED and APPROVED and the Emergency Clause voted upon separately by the Mayor and City Council of the City of Choctaw, Oklahoma, this 23rd day of June, 2020.

ATTEST:

__________________________
Randy Ross, Mayor

__________________________
Amanda Valent, City Clerk

APPROVED AS TO FORM this 23rd day of June, 2020.

__________________________
Ray Vincent, City Attorney
City Council

Meeting of: 6/23/2020

Department

Development Services

Department

Purvi Patel

Prepared By

Guy Henson

Department Head

AGENDA TITLE: A Final Plat application from Western Skies Mobile Home Park at 12901 N.E. 10th Street, submitted by Stonetown Western Skies, LLC.

***Public hearing required if this box is checked***

Report:

Stonetown Western Skies is the owner of this 15.36 acre tract of residential land. The current zoning is R-G "General Residential".

Stonetown Western Skies, LLC has submitted an application for the approval of their final plat based on the required improvements for their development.

The Specific Use Permit and Preliminary Plat were reviewed by the Planning Commission on August 1st, 2019 and subsequently approved by the City Council on August 6th, 2019.

The Specific Use Permit approval allowed for a 101 unit manufactured home park with a manager’s residence with private streets serving the park accessed from NE 10th Street and N Hiwassee Road.

The developer has connected to the existing public water and sanitary sewer mains located within the NE 10th Street and N Hiwassee Road rights-of-way. Water and sanitary sewer lines will be privately owned within the mobile home park.

The resolution approving the Preliminary Plat had several conditions which have been addressed by the developer. The attached Staff Report details how each of these conditions have been resolved or will be resolved.

Planning Commission voted to recommend approval of the final plat on June 6, 2020 with the conditions recommended by Staff regarding the limitation on the number of units allowed until the second storm shelter is approved and the condition for sidewalk maintenance until the park is fully developed.
RESOLUTION 20-22

A RESOLUTION FOR THE PURPOSE OF ACCEPTING THE FINAL PLAT FOR THE WESTERN SKIES MOBILE HOME PARK TO THE CITY OF CHOCTAW, OKLAHOMA.

WHEREAS, the developer (Stonetown Western Skies, LLC) has submitted a 101 unit manufactured home residential subdivision development on a 15.36 acre tract of land being a parcel in the Southeast Quarter (SE/4) of Section Twenty-Eight (28), Township 12 North (12N), Range 1 West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma; and

WHEREAS, the developer has installed a privately-owner and maintained underground drainage and percolation system for storm water detention, privately-owned and maintained water and sanitary system systems within the mobile home park, and twenty foot wide privately-owned and maintained streets in accordance with the city specifications; and

WHEREAS, the developer has installed privately-owned and maintained water hydrants but has given approval for the fire department to perform regularly scheduled checks for the flow of pressure; and

WHEREAS, the developer will ensure there is no parking along the private drives within the development and will install no parking and fire lane signs throughout the development; and

WHEREAS, the developer has dedicated the areas noted as Common Areas on the final plat as their parkland dedication totaling 101,083 square feet in area, these areas are reserved solely and exclusively for parks and recreational purposes; and

WHEREAS, the developer has submitted a Parkland Development Plan dated April 23, 2020 which is hereby attached to this Resolution as Attachment A; and

WHEREAS, the developer has agreed not to install more than 50 manufactured homes prior to the second storm shelter being complete and passing inspection; and

WHEREAS, the developer has agreed to maintain and repair the sidewalks along their property line on Northeast 10th Street and North Hiwassee Road up to one year past the installation and final approval of the last manufactured home within the development; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Choctaw, Oklahoma County, Oklahoma, that:

Section 1. The City of Choctaw will take full responsibilities of the sidewalks along Northeast 10th Street and North Hiwassee Road after one year past the installation and final approval of the last manufactured home within the development.
Section 2. The City hereby accepts the Final plat of the Western Skies Mobile Home Park to the City of Choctaw.

ADOPTED by the City Council of Choctaw and SIGNED by the Mayor this 23rd day of June, 2020.

______________________________
City Mayor

ATTEST:

______________________________________
City Clerk

Approved as to form and legality this 23rd day of June, 2020.

______________________________
City Attorney
The focus of Stonetown Western Skies Parkland Development Plan is to provide common area for the residents to gather, relax and enjoy the community.

The primary area will be the common space in and around the office.

- The office will be available for event rental (on or before July 31st, 2020).
- The large deck will provide picnic tables and chairs for community use (on or before July 31st, 2020).
- Playground with slides and climbing equipment designed for children 5 – 12 including bench and trash receptacle (on or before July 31st, 2020).
- Play equipment for children 2 – 5 including bench and trash receptacle (on or before July 31st, 2020)
- A designated area for volleyball and/or other outdoor games. Equipment provided by Stonetown on a check out basis (on or before July 31st, 2020).
- Gazebo with picnic table (on or before July 31st, 2020).
- A basketball court area with benches (on or before July 31st, 2020).

Stonetown will provide common areas throughout the park for residents to enjoy such as benches around the perimeter of the park in the wooded areas (on or before July 31st, 2020).

Stonetown will provide garden space for residents to have community gardens in various spots within the park (to be provided based on home development).

Please see attached Exhibits A – F for locations. Locations may be subject to change slightly based on space and landscaping.

Stonetown Western Skies, LLC will be responsible for all up keep of equipment and maintaining the landscaping throughout the Parkland area.
A fence will be provided around the playground area for any place with a 2ft plus drop off.
AGENDA TITLE: A Final Plat application from Western Skies Mobile Home Park at 12901 N.E. 10th Street, submitted by Stonetown Western Skies, LLC.

**Public hearing required if this box is checked**

General Report:
Stonetown Western Skies is the owner of this 15.36 acre tract of residential land. The current zoning is R-G "General Residential"

Stonetown Western Skies, LLC has submitted an application for the approval of their final plat based on the required improvements for their development.

The Specific Use Permit and Preliminary Plat were reviewed by the Planning Commission on August 1st, 2019 and subsequently approved by the City Council on August 6th, 2019.

Staff Comments:
The Specific Use Permit approval allowed for a 101 unit manufactured home park with a manager’s residence with private streets serving the park accessed from NE 10th Street and N Hiwassee Road.

The developer has connected to the existing public water and sanitary sewer mains located within the NE 10th Street and N Hiwassee Road rights-of-way. Water and sanitary sewer lines will be privately owned within the mobile home park.

The resolution approving the Preliminary Plat had several conditions which have been addressed by the developer. The attached Staff Report details how each of these conditions have been resolved or will be resolved.
Stonetown Western Skies, LLC has submitted an application for the approval of their final plat based on the required improvements for their development.

The Specific Use Permit and Preliminary Plat were reviewed by the Planning Commission on August 1st, 2019 and subsequently approved by the City Council on August 6th, 2019. The approval permitted for a 101 unit manufactured home park with a manager’s residence with private streets serving the park accessed from NE 10th Street and N Hiwassee Road. The developer has connected to the existing public water and sanitary sewer mains located within the NE 10th Street and N Hiwassee Road rights-of-way. Water and sanitary sewer lines will be privately owned within the mobile home park.

The resolution approving the Preliminary Plat had several conditions which have been addressed by the developer. The conditions and their resolutions are listed below:

- **The developer will construct a privately owned and maintained storm water drainage system in accordance with City specifications and safety requirements.** The developer has provided a storm water drainage system designed by an Engineer and approved by the City’s Engineer.

- **The developer will construct a private water systems by connecting to the newly constructed public water mains located within the North Hiwassee Road and NE 10th Street rights-of-way.** The private water system is to serve each individual dwelling with domestic consumption and fire protections within the final plat, in accordance with City regulations. Connection to City water has been made and a private water connection will be provided for each dwelling unit. Additionally, fire hydrants have been installed.

- **The developer will construct a private sanitary sewer system by connecting to the newly constructed public sanitary sewer mains located within the North Hiwassee Road right-of-way and dedicated utility easements.** The private sanitary sewer system is to serve each individual dwelling within the final plat, in accordance with City regulations. Connection to City sanitary sewer has been made and a private sewer connection will be provided for each dwelling unit within the park.
The developer will construct twenty foot wide private roads within the boundaries of the said final plat. The private roads will be accessed from two locations. One is located within the North Hiwassee Road right-of-way and the other is accessed from NE 10th Street right-of-way. The two access points and twenty foot internal private roads have been installed.

Install fire lanes and “No Parking” signs along all of the private roads. Signs have been ordered and will be placed throughout the development.

Add to the notes that “No Parking” will be permitted along the private roads and North Hiwassee Road and NE 10th Street. The note has been added to the final plat.

A private road access and maintenance agreement must be filed and recorded with the Oklahoma County Clerk. Please provide the City with a copy. A copy of the agreement has been submitted and will be recorded with the final plat.

A maintenance agreement must be filed and recorded with the Oklahoma County Clerk to allow the fire department to perform the regular schedule for checking flow pressure. A copy of the agreement has been submitted and will be recorded with the final plat.

Provide a name for the private road on the north and south sides of the property. These streets have been named North Drive and South Drive; and have been labelled on the final plat.

Provide a limits of no access (L.N.A) along NE 10th Street and North Hiwassee Road. The L.N.A. has been marked on the final plat.

The water and sewer system within the mobile home park will be private mains and hydrants. This is understood by the developer and a note has been added to the Preliminary Plat noting this.

A backflow device will be installed on the private side of the master meter. A backflow device has been installed.

Identify the location of electrical and gas main, easement, electrical, and gas. The easements have been noted on the final plat.

Identify the location and detail of the fire and safety signage to be posted throughout the park. No Parking and Fire Lane signs will be provided throughout the mobile home park. Additionally, a Fire and Safety sign will be provided by the developer within the park.

Retain note on the final plat of updated and approved storm water drainage design and calculations. Note has been added to the final plat.

Storm shelter big enough to accommodate residents of Mobile Home Park. Two storm shelters have been provided. One is complete and has been built per the engineer’s plan, the other is still under construction. Staff has notified the developer that no more than 50 dwelling units can be brought in until the second shelter is complete and has passed inspection.

Adhere to parkland dedications as shown on final plat. The developer had agreed to dedicate 44,775 sqft of park land at the time of the Preliminary Plat, which is more than the required .92 acres or 40,400 Square feet for parkland dedication required for this site. The Final Plat designates and dedicates 101,083 sqft of parkland; these areas are identified as Common Areas on the final plat. They include the playground, common building, office, storm shelters, landscape buffers and common open space. The developer has provided a note on the final plat ensuring these areas will be solely and exclusively for parks and recreational purposed and cannot be utilized for other development requirements except as
shown on the plat. The developer has also provided a Parkland Development Plan, which is attached to the report and provides dates for when the amenities will be in place.

- **Commit to correcting damage to neighboring property directly to the North.** The developer has corrected the damage to the property to the north. They have provided a document labeled “Letter of Understanding with Askew Property” which includes to repair and/or replacement of damaged chain link fence and replacing the gate at the drive off Hiwassee. These repairs and replacements have been made.

- **Sidewalks to be shown on final plat.** Sidewalks have been installed along NE 10th Street and North Hiwassee Road. Both are shown on the final plat.

Staff continues to work with the developer on a sidewalk erosion issue along North Hiwassee Road. The developer is meeting with an erosion control company to work out a plan to stabilize the soil. Additionally, Staff will work with the developer to come to an agreement on a set time period for which the developer will be responsible for to maintenance of the sidewalk or provide a bond for the sidewalk. This item will be resolved prior to the final plat being placed on the City Council agenda for approval.

**CITY OF CHOCTAW STAFF**

The City of Choctaw’s staff has reviewed the final plat for “Western Skies Mobile Home Park”. Staff has completed its final plat review.
PLEASE NOTE:
This map was created solely as a representation use by the City of Choctaw, Oklahoma. The City of Choctaw, Oklahoma assumes no responsibility for the content or accuracy of this map.

Map Created:
May 27, 2020
APPLICATION
for
FINAL PLAT OF SUBDIVISION
(Please Print (black Ink) or Type)

Applicant: STONETOWN WESTERN SKIES, LLC
Address: 720 S. COLORADO BLVD, STE 1150N, GLENDALE, CO 80246
Phone: 303.407.3000

Property address: 12901 NE 10TH ST, CHOCTAW, OK 73020

Legal Description: UNPLTD PT SEC 28,12N 1W 000 000, PT SEC 4 SEC 28 12N 1W
BEG 652.59 FT W & 337.10 FT N OF SE C SE 4 TH N 337.1 FT W 30 FT S 337.1 FT
E 30 FT TO BEG PLUS A TR BEG AT SE C SE 4 TH N 1011.13 FT W 652.74 FT S 1011.13 FT E 652.74 FT TO BEG

Zoning Classification: PLANNED UNIT DEVELOPMENT/SPECIFIC USE

Number of Acres: 15.36 # of Lots: 101 # of Blocks: 

Proposed Name of Subdivision: WESTERN SKIES

Proposed Use: MANUFACTURED HOME COMMUNITY

Developer: STONETOWN WESTERN SKIES, LLC
Address: 720 S. COLORADO BLVD, STE 1150N, GLENDALE, CO 80246
Phone: 303.407.3000

Engineer: JOHN W BAXTER, PLLC
Address: 808 E. BROOKS ST, NORMAN, OK 73071
Phone: 405.919.6682

I hereby certify and attest that I am the current and legal owner of the above described property located in the City of Choctaw and that I received a copy of the Policies and Procedures regulating this application and received a copy of the Subdivision Regulations. We attest to the truth and correctness of all facts and information presented with this application and agree to pay all fees as required.

Signature of Applicant

(For Official Use Only)

Date: 4/1/7/20

County Parcel Number: 

Dec 2019
FINAL PLAT
CHECKLIST
(MUST BE SUBMITTED WITH THE APPLICATION)

Subdivision Name: **WESTERN SKIES**

**Preliminary Approval Date**: **AUGUST 1, 2019**

**Dimensions**

[ ] Conditions of Preliminary Approval complied with

[ ] Title, Scale, North Point, Date, Key Map

2 original and 3 original mylar of final plat

5 ORIGINAL PER PURVI (FOR NOW)

[ ] Standard Sheet Size (24x36)

[ ] Engineer's or Surveyor's Certificate - ON DOC

SIGNATURES TO FOLLOW

[ ] Subdiv. Boundary Lines (heavy)

[ ] Certificates of Approval - ON DOC

SIGNATURES TO FOLLOW

[ ] Lot/Block Designation

[ ] Building Setback Line

[ ] Tax Seals ON DOCUMENT

SIGNATURE TO FOLLOW

[ ] Fees Paid

$100 FILING FEE 4/28/20

[ ] Location/Description of Monuments

[ ] Access Control

[ ] Park Dedication/Fees In Lieu of

[ ] Ref: to Adjacent Subdivisions

[ ] Detention Plans submitted/approved

[ ] Engineering Approval

[ ] Construction Plans submitted/approved

[ ] [ ] NA 2 copies of Covenants/Restrictions

[ ] NA 2 copies of Homeowners Association

[ ] [ ] NA Finish Floor Elevations for each lot

Comments: SUPPORTING DOCUMENTATION HAVE BEEN EMAILED. COPIES AVAILABLE UPON REQUEST.

__________________________
Signature

__________________________
Date

Dec 2019
The Private Road and Fire Lane is defined as ten feet (10') either side of the centerline described on this Plat. Parking is not allowed on this area.

City Clerk of the City of Choctaw, Oklahoma, hereby certifies that the records for said County show all taxes are paid for the year ___ and prior years on the land shown on the annexed plat.

The undersigned, a duly qualified and lawfully Bonded Abstracter of titles in and for the County of Oklahoma, State of Oklahoma, hereby certifies that the tax records of said County show all taxes are paid for the year ___ and prior years on the land shown on the annexed plat.

In witness whereof, the undersigned have caused this instrument to be executed this ___ day of __________, 2019.

[Signatures]

City Clerk

[Signature]

My Commission Expires [Date]

Notary Public
LAND OWNER’S PRIVATE ROAD AND MAINTENANCE AGREEMENT

THIS IS AN AGREEMENT BETWEEN PROPERTY HOLDERS OF THE FOLLOWING:

Stonetown Western Skies, LLC, “Grantors”, does hereby establish a permanent private roadway easement for means of ingress and egress within the Western Skies Manufactured Home Community with the provision of the applicable ordinance and regulations of the City of Choctaw, Oklahoma, and the State Statutes of the State of Oklahoma, on designated roads within the described property in Choctaw, Oklahoma County, Oklahoma, to-wit:

A Portion of Lot 1 Block 1 – Western Skies Mobile Home Park Addition, more specifically 10ft either side of the center line of the fire lane as described on the Final Plat.

It is understood that this easement shall not be accepted or maintained by the County of Oklahoma or the City of Choctaw. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. It is further expressly understood that police, fire inspection, code compliance officer, building safety inspector, health department and all official personnel and their vehicles who are in the process of performing their normal responsibility as city, county, state or federal employees shall have the right of access over and across said easement and that same shall be kept open and free from obstructions at all times. It is understood for the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the private roads.

It is understood that upon filing of this easement that the said private roads shall be known as, “Silver City Drive”, “Elko Drive”, “Hawthorne Drive”, “Tonopah Drive”, “Nevada Way”, “North Drive” and “South Drive”, private roads.

___________________________________   DATED this ____ day of ___________, 2020
(Signature)

___________________________________ ____________________________
(Printed Name)  Notary  Commission Expiration Date

Before me, the undersigned, a Notary Public, in and for the State of Colorado aforesaid, on this ___ day of ____________, 2020, personally ________________________ to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

DATED this _______ day of ________________, 2020.
WESTERN SKIES MANUFACTURED HOME COMMUNITY

FLOW PRESSURE MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT ("Agreement") is made and entered into as of ________________ by and between Stonetown Western Skies, LLC ("Owner"), and the City of Choctaw Fire Department in Oklahoma County ("Operator") for the property at 12901 NE 10th St, Choctaw, OK 73020.

The “Owner” grants the City of Choctaw Fire Department access to the property on designated roads (Silver City Drive, Elko Drive, Hawthorne Drive, Tonopah Drive, Nevada Way, North Drive and South Drive) in Choctaw, Oklahoma County, Oklahoma, to perform required flow pressure checks on the private hydrants.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Fire hydrant systems shall be subject to periodic tests as required by the fire marshal. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective.

It is understood for the safety of the Residents and to allow the Fire Department to perform their duties that no machinery, trailers, vehicles or other property may be stored or parked upon the private roads (detailed above).

It is understood that upon filing of this “Agreement” that the Original and any amended copies will be recorded with the Oklahoma County Clerk and a copy provided to the City of Choctaw.

___________________________________   DATED this ____ day of ___________, 2020
(Signature)
___________________________________   ____________________________
(Printed Name)

Notary      Commission Expiration Date

Before me, the undersigned, a Notary Public, in and for the State of Colorado aforesaid, on this ___ day of ____________, 2020, personally ________________ to me know to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

DATED this _______ day of ________________, 2020.
February 20, 2020

Merlin & Marty Askew
North Hiwassee Rd
Choctaw, OK 73020

RE: Understanding for Repairs to Fence

Merlin and Marty,

After our meeting in December, it is my understanding that your primary concern is the damage to the chain link fence between the north side of the Western Skies park and the south side of your property.

We believe that the fence to the south of the orchard is in good condition, but will review with you and our contractor to confirm.

Stonetown Western Skies, LLC will:

- Replace approximately \(400\) ft of chain link fence between the north and south property line.
- Repair approximately \(A\) ft of chain link fence between the north and south property line.
- Repair / Replace the gate at the drive off Hiassee.

Merlin Askew
Elizabeth Erlenbeck
AGENDA TITLE: Resolution No. 20-28, amending the City Fee Schedule for FY 2020-2021.

**Public hearing required if this box is checked**

General Report: The City of Choctaw fee schedule for FY 2020-2021 was adopted by Resolution No. 20-18 on June 2, 2020. Additional changes were made to the Building and Electrical fee schedules. The changes are below.

Staff Comments: Temporary Electric Deposit (C.O. Agreement) was listed twice in the fee schedule. Once in Electrical and once in Building. The Temporary Electric Deposit listed in the Electrical Fees has been removed.

French Drains and Demolition were added to the Building Fees under Inspection Services. The fee set for both is $30.00.
RESOLUTION NO. 20-28


WHEREAS, modifications have been made to the fee schedule, which is included as part the 2020-2021 budget; and

WHEREAS, the current fee schedule was adopted by Resolution No. 20-18 on the 2nd day of June 2020; and

WHEREAS, the following fees pertaining to the Building and Electrical Fees as set forth in the attached Supplement No. 1 are hereby recommended to be amended; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Choctaw, Choctaw, Oklahoma, hereby adopts the Building and Electrical Fee Schedule to become and be effective July 1, 2020.

ADOPTED and APPROVED by the City Council of the City of Choctaw, Choctaw, Oklahoma, this 23rd day of June, 2020.

CITY OF CHOCTAW, OKLAHOMA

____________________________
Randy Ross, Mayor

ATTEST:

____________________________
Amanda Valent, City Clerk
## Building Fees:

<table>
<thead>
<tr>
<th>Building PLAN REVIEW</th>
<th>Resolution</th>
<th>Effective Date</th>
<th>Ordinance</th>
<th>Effective Date</th>
<th>Choctaw Municipal Code</th>
<th>State Statute</th>
<th>Fee Amount</th>
<th>Amended Fee</th>
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<tbody>
<tr>
<td><strong>1. New/Other</strong></td>
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<tr>
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<td>20-18</td>
<td>7/1/2020</td>
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<tr>
<td>b. Commercial/Industrial/Religious</td>
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<tr>
<td>c. Government/Public School</td>
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## FIRE PLAN REVIEW (Fire Alarm and Sprinkler System)

1. New/Other (per sprinkler head)

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<tr>
<th>Building PLAN REVIEW</th>
<th>Resolution</th>
<th>Effective Date</th>
<th>Ordinance</th>
<th>Effective Date</th>
<th>Choctaw Municipal Code</th>
<th>State Statute</th>
<th>Fee Amount</th>
<th>Amended Fee</th>
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<tbody>
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<tr>
<td>b. Commercial/Industrial/Other</td>
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## BUILDING PERMIT

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<th>Ordinance</th>
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<th>Amended Fee</th>
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<td>1/16/1985</td>
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<td>b. Commercial/Industrial/Religious</td>
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# City of Choctaw - Choctaw Utilities Authority
**FY 2021 Fee Schedule**

<table>
<thead>
<tr>
<th>Building Fees:</th>
<th>Resolution</th>
<th>Effective Date</th>
<th>Ordinance</th>
<th>Effective Date</th>
<th>Chocataw Municipal Code</th>
<th>State Statute</th>
<th>Fee</th>
<th>Amended Fee</th>
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</table>

*Framed area per square foot + per building story

**DEVELOPMENT FEES**

Ord 808 12/17/2019 19-146

1. Capital Improvement (New/Addition)*
   a. Residential                       | 20-18      | 7/1/2020      |           |               |                         |               |     | $0.15 per sq ft |
   b. Commercial/Industrial/Religious   | 20-18      | 7/1/2020      |           |               |                         |               |     | $0.06 per sq ft |
   c. Government/Public School          |            |               |           |               |                         |               |     | $0.06 per sq ft |
2. Storm Siren (New Construction)      | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00      |

*Framed area per square foot + per building story

**INSPECTION SERVICES**

1. Fire (Sprinkler Sprinkler)
   a. Sprinkler Head                    | 20-18      | 7/1/2020      |           |               |                         |               |     | $3.00 each |
   b. Fire Main Flush                   | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   c. Underground Hydrantic Test        | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   d. Pneumatic test dry system         | 20-18      | 7/1/2020      |           |               |                         |               |     | $39.00   |
   e. Stand Pipe                        | 20-18      | 7/1/2020      |           |               |                         |               |     | $60.00   |
   f. Fire Pumps                        | 20-18      | 7/1/2020      |           |               |                         |               |     | $120.00  |
   g. Hood Suppression System           | 20-18      | 7/1/2020      |           |               |                         |               |     | $60.00   |
   h. Chemical Extinguishing System     | 20-18      | 7/1/2020      |           |               |                         |               |     | $60.00   |
   i. Fire Alarm & Detection System     | 20-18      | 7/1/2020      |           |               |                         |               |     | $120.00  |
   2. Swimming Pools                    | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   3. Temporary Structures (180 days)  | 20-18      | 7/1/2020      |           |               |                         |               |     | $60.00   |
   4. Elevator, Dumbwaiter & Conveyor Equipment | 20-18 | 7/1/2020 |           |               | $60.00                   |               |     |             |
   5. Signs (Permanent) (whichever is greater) | 20-18 | 7/1/2020 |           |               | $30.00 or $2.00 per sq ft |               |     |             |
   6. Signs (Temporary) (whichever is greater) | 20-18 | 7/1/2020 |           |               | $30.00 or $2.00 per sq ft |               |     |             |
   7. Awnings and Canopies              | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   8. Carports                          | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   9. Fences                            | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   10. Lawn Sprinkler Systems           | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   11. French Drain                     |            |               |           |               |                         |               |     | $30.00   |
   12. Demolition                       |            |               |           |               |                         |               |     | $30.00   |
   13. Minimum Fee                      | 20-18      | 7/1/2020      |           |               |                         |               |     | $30.00   |
   14. Temporary Electric Deposit (C.O. Agreement) | 20-18 | 7/1/2020 |           |               | $1,000.00               |               |     |             |
   15. Work perform prior to issued permit |           |               |           |               |                         |               |     | 2 x permit fee |
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<th>Ordinance</th>
<th>Effective Date</th>
<th>Choctaw Municipal Code</th>
<th>State Statute</th>
<th>Fee Amount</th>
<th>Amended Fee</th>
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<th>Choctaw Municipal Code</th>
<th>State Statute</th>
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### Amendment History:

- Res 20-18, Adopted 6/2/2020
# City of Choctaw - Choctaw Utilities Authority
## FY 2021 Fee Schedule

### Electrical Fees:

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<th>Resolution</th>
<th>Effective Date</th>
<th>Ordinance</th>
<th>Municipal Code</th>
<th>State Statute</th>
<th>Fee Amount</th>
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<tr>
<td>i. Temporary Pole</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$12.00</td>
<td></td>
</tr>
<tr>
<td>ii. Branch Circuit</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$42.00</td>
<td></td>
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<tr>
<td>b. Service</td>
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</tr>
<tr>
<td>i. Up to 200 amps (Residential)</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>ii. Up to 200 amps (Commercial)</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$60.00</td>
<td></td>
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<tr>
<td>iii. Each additional 100 amps</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$8.00</td>
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<tr>
<td>c. Mobile Home Service</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
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<td></td>
<td>$30.00</td>
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<tr>
<td>d. Other</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
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<td>2. Swimming Pools</td>
<td>20-18</td>
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<td></td>
<td></td>
<td>$30.00</td>
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<tr>
<td>3. Minimum Fee</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$30.00</td>
<td></td>
</tr>
<tr>
<td>4. Elevator, Dumbwaiter &amp; Conveyor Equip</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$60.00</td>
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<td>5. Temporary Electric Deposit Agreement</td>
<td>20-18</td>
<td>7/4/2020</td>
<td></td>
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<td>$360.00</td>
<td>Removed</td>
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<td>6. Work perform prior to issued permit</td>
<td>20-18</td>
<td>7/1/2020</td>
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<td></td>
<td></td>
<td>$120.00</td>
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<tr>
<td>7. Failure to apply for permit</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$120.00</td>
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<td>8. No valid City license</td>
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<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$120.00</td>
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<tr>
<td>9. No valid State license</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
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<td>10. License number not displayed on vehicle (per vehicle)</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$120.00</td>
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<td>11. Outside business hours (per hour)</td>
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<td>7/1/2020</td>
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<td>12. Partial Inspection (per inspection)</td>
<td>20-18</td>
<td>7/1/2020</td>
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<tr>
<td>a. Residential</td>
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<td>7/1/2020</td>
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<td></td>
<td></td>
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<tr>
<td>b. Commercial</td>
<td>20-18</td>
<td>7/1/2020</td>
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<td>$25.00</td>
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<td>13. Re-inspection</td>
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<tr>
<td>a. Residential</td>
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<tr>
<td>1. First</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$30.00</td>
<td></td>
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<tr>
<td>2. Each time after first</td>
<td>20-18</td>
<td>7/1/2020</td>
<td></td>
<td></td>
<td></td>
<td>$60.00</td>
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<tr>
<td>b. Commercial</td>
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<td>1. First</td>
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<td>2. Each time after first</td>
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<td>14. Failure to perform inspection</td>
<td>20-18</td>
<td>7/1/2020</td>
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<td></td>
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<td>$60.00</td>
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<tr>
<td>15. State of Oklahoma Permit Fee</td>
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<td></td>
<td></td>
<td></td>
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<td>$4.50</td>
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<tr>
<td>16. Administration Fee</td>
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<td></td>
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### PRIVATE UTILITY PERMIT

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<tr>
<th>Resolution</th>
<th>Effective Date</th>
<th>Ordinance</th>
<th>Municipal Code</th>
<th>State Statute</th>
<th>Fee Amount</th>
</tr>
</thead>
</table>

### OCCUPATIONAL LICENSE

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Effective Date</th>
<th>Ordinance</th>
<th>Municipal Code</th>
<th>State Statute</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Electrical/Plumbing/Mechanical</td>
<td>20-18</td>
<td>7/1/2020</td>
<td>Ord 777</td>
<td>3/19/2018</td>
<td>Int’l Electrical Code</td>
</tr>
<tr>
<td>a. Contractor</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>b. Journeyman (Register Only)</td>
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<td>N/A</td>
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<tr>
<td>c. Apprentice (Register Only)</td>
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<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>
CITY OF CHOCTAW

STAFF REPORT

City Council ____________________________ Meeting of: ___________ 6/23/2020

Administration ____________________________ Amanda Valent

Department _______________________________ Prepared By

_________________________________________

Ed Brown
Department Head

AGENDA TITLE: Resolution No. 20-30, amending the declaration of a state of emergency for the City of Choctaw until July 31, 2020

******************************************************************************

☐ **Public hearing required if this box is checked**

Report:

The City Council passed Resolution No. 20-20 on June 2, 2020 extending the state of emergency until June 30, 2020. The City wishes to extend the declaration of a state of emergency through July 31, 2020. All other provisions as set forth in Resolution 20-20 will remain in full force and effect.
Resolution 20-30

A RESOLUTION AMENDING THE DECLARATION OF A STATE OF EMERGENCY FOR THE CITY OF CHOCTAW UNTIL JULY 31, 2020

WHEREAS, Governor Stitt published Open Up and Recover Safely, a three-phase approach to open Oklahoma’s economy, on April 22, 2020; and

WHEREAS, the City of Choctaw passed and adopted Resolution No. 20-20 on June 2, 2020 amending the declaration of a State of Emergency for the City of Choctaw extending the state of emergency until June 30, 2020; and

WHEREAS, based on scientific modeling from public health experts the three-phase approach is intended to mitigate the risk of resurgence, protect Oklahoma’s most vulnerable citizens and is intended for businesses and individuals to utilize in conjunction with guidance from the OKC-County Health Department, the Oklahoma Department of Commerce, the Oklahoma Department of Health, and the Centers for Disease Control (CDC); and

WHEREAS, the Secretary of Health and Mental Health will confirm prior to proceeding to a new phase that Oklahoma COVID-19 hospitalizations and incidents are at a manageable level, that hospitals are treating all patients without alternate care sites, that there is sufficient testing material in the state and ability to conduct contact tracing, and that the state can quickly and independently supply sufficient Personal Protective Equipment (PPE) and critical medical equipment to handle the surge.

NOW THEREFORE, I, RANDY ROSS, THE MAYOR OF THE CITY OF CHOCTAW, OKLAHOMA, DO HEREBY PROCLAIM AND DECLARE:

SECTION 1: A state of emergency exists within the corporate limits of the City of Choctaw, Oklahoma County, Oklahoma pursuant to Title 63 O.S. §24-683.1 et al, the Oklahoma Emergency Act of 2003.

SECTION 2: This proclamation shall become effective immediately upon signature by the Mayor.

SECTION 3: Resolution No 20-20, dated June 2, 2020, shall remain in full force and effect to the extent said resolution does not contradict this order and is hereby extended until the expiration of this emergency declaration.

SECTION 4: The declaration of a state of emergency shall be extended through July 30, 2020.

SECTION 5: The City of Choctaw will continue to adhere to sanitation and physical distancing protocols and CDC-recommended guidelines from the Oklahoma Department of Commerce.

SECTION 6: For those over 65 or part of a vulnerable population, continue following physical distancing from others when in public and avoid socializing in groups or facilities that do not readily allow for appropriate physical distancing.
PROCLAIMED THIS 23rd day of June, 2020.

                       ______________________________
                       Randy Ross, Mayor

ATTEST:

                       ______________________________
                       Amanda Valent, City Clerk

Approved as to form and legality this 23rd day of June, 2020.

                       ______________________________
                       Ray Vincent, City Attorney
CITY OF CHOCTAW

STAFF REPORT

City Council

Meeting of: 6/23/2020

Administration

Department

Amanda Valent

Prepared By

Ed Brown

Department Head

AGENDA TITLE: Memorandum of Understanding between the Board of County Commissioners of Oklahoma County on behalf of the Oklahoma County Sheriff and the Eastern Oklahoma County Chief's Association enhanced 9-1-1 Trust Authority, City of Choctaw Member City, to provide dispatching service for police and fire service for a period through June 30, 2021.

*****************************************************************************

**Public hearing required if this box is checked**

Report:

On June 2, 2020 the City Council approved the agreement for dispatching services for police and fire as member cities of the Eastern Oklahoma County Chiefs Association Enhanced 911 Trust Authority. As part of the agreement, member cities provide the radio and any necessary equipment to the Sheriff at the member city cost. The Sheriff will provide dispatch services using the member city equipment at no cost to the municipality through June 30, 2021.

Since the approval of the original agreement, language has been added to provide for a 90 termination clause. Each governing body is asked to consider and approve the updated agreement.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY ON BEHALF OF THE OKLAHOMA COUNTY
SHERIFF AND THE EASTERN OKLAHOMA COUNTY CHIEF’S
ASSOCIATION ENHANCED 9-1-1 TRUST AUTHORITY

Based upon the following recitals, the Oklahoma County Board of County Commissioners
(hereinafter BOCC or Board), with and on behalf of the Oklahoma County Sheriff (hereinafter
OCSO), and the Eastern Oklahoma County Chief’s Association Enhanced 9-1-1 Trust Authority
(hereinafter EOCCA or Authority), enter into this Agreement to become effective upon its
approval by all parties.

ARTICLE I: RECITALS

WHEREAS, the Board of County Commissioners is the body corporate and politic of
Oklahoma County and is empowered to enter into contracts on behalf of the County. 19 Okla.
Stat. § 1, 3.

WHEREAS, P.D. Taylor is the duly elected and acting Sheriff of Oklahoma County, the
office of which is established by Article 17, Section 2 of the Oklahoma Constitution.

WHEREAS, the joint and collective purpose of this Agreement is to foster continued
cooperation between the OCSO and the EOCCA and their individual member agencies by OCSO
providing dispatching service for police and fire service for the member agencies of EOCCA. Such
member agencies are set forth in the Trust Indenture attached hereto as Exhibit A, and incorporated
herein

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act,
Title 74, Section 1001, et seq., of the Oklahoma Statutes, which authorizes local governmental
units to make the most efficient use of their powers by enabling them to cooperate on a basis of
mutual advantage.

ARTICLE II: GENERAL TERMS AND CONDITIONS

A. This Agreement shall become effective July 1, 2020 and end on June 30, 2021, with
the option to renew for additional one-year periods. Unless otherwise terminated or suspended in
writing in accordance with Article IV hereof, this Agreement will automatically renew on July 1st
of each option year.

B. This Agreement constitutes all of the terms and conditions agreed upon by the
parties and no party, agent, administrator, or their employees may alter or change the terms hereof.
Further, no party shall be bound by any statement or representation not in conformity with this
Agreement.
C. Titles of Paragraphs are inserted solely for convenience of reference and shall not
be deemed to limit, expand or otherwise affect the provisions to which they relate.

D. The terms of this Agreement may be amended as required by law or as may be in
the interests of the parties. Any such modification and its effective date will be agreed upon by all
parties in writing.

E. A waiver by the parties of any provision of this Agreement must be in writing and
signed by the parties hereto.

F. The rights and duties under this Agreement are not assignable except upon prior
written consent of the parties hereto.

ARTICLE III: DUTIES OF THE PARTIES

A. Duties of the Oklahoma County Sheriff acting in his official capacity as a County
official are set forth below and no other. Under no circumstances shall any acts undertaken by the
Sheriff, in his capacity as a County official and as provided for herein, be construed to render him
or the Board of County Commissioners a policy-maker for EOCCA.

1. OCSO will provide dispatch service for the EOCCA Member Municipalities
utilizing the equipment provided by the Municipalities for such purpose without charge to said
Municipalities, throughout the term of this agreement.

B. Duties of the EOCCA under this Agreement are as follows and no other.

1. The Member Municipalities agree to provide suitable radio and any other
equipment necessary to provide dispatching capability to the Sheriff with the cost of said
equipment to be paid by the Municipalities.

2. The Member Municipalities agree that effective July 1, 2021, they will have
developed and implemented a long-term dispatch capability to provide all necessary dispatching
within the 911 system to the Member Municipalities.

ARTICLE IV: TERMINATION OF THE AGREEMENT

A. This Agreement may be suspended immediately or terminated by the Board of
County Commissioners on behalf of the Sheriff or the EOCCA for cause. Grounds constituting
cause include, but are not limited to:
1. The failure of a party to comply with any provision of this Agreement or with any applicable laws, regulations, guidelines, or procedures or is dilatory in executing its commitments under this Agreement.

2. Funds to pay for services provided herein become unavailable for any reason.

B. To the extent possible, EOCCA or the BOCC/Sheriff will provide the other party with notice and a reasonable opportunity to cure or remedy the cause prior to exercising the right to terminate this Agreement. The party receiving such notice will have ten (10) days from the receipt of such notice to correct the condition to the other party’s satisfaction. If the condition is not corrected and the period allowed for correction is not extended by agreement of the parties, the non-compliant party may be determined to be in breach and the Agreement terminated effective immediately upon receipt of written notice thereof.

C. No party to this Agreement shall be deemed to be in default in the performance of their obligations hereunder by reason of any act of God, fire, natural disasters, accident, act of terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party, provided that such party promptly gives the other party written notice of such force majeure.

D. Notwithstanding the ability to suspend or terminate this Agreement for cause, any party may terminate this Agreement when it is determined to be in the party’s best interest. The termination of the Agreement shall be effective Ninety (90) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article IX of this Agreement. Nothing in this section shall prohibit an earlier termination with approval of the parties.

ARTICLE V: RELATIONSHIP OF THE PARTIES

This Agreement is made between two political subdivisions. This Agreement does not create an employment relationship, a joint employment relationship, a borrowed servant relationship, an agency relationship, a joint venture, or an association between the parties.

ARTICLE VI: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended by the Parties, nor shall the Agreement be construed to confer upon any person or legal entity not a party to this agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefits of the EOCCA and the BOCC/Sheriff. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third parties or that this Agreement can be used in any litigation by third parties.
ARTICLE VII: LIABILITY

A. The parties agree that the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq. shall govern all tort actions brought against any party. Nothing herein shall be construed as a waiver or limitation of the sovereign immunity of any of the parties. All defenses and immunities relative to sovereign immunity shall be preserved. Each party shall be solely responsible for the acts or omissions of its employees and/or agents acting within the scope of their employment. In no circumstance shall the Board of County Commissioners, and/or employees of Oklahoma County be held liable for actions taken pursuant to this Agreement and for the benefit of the Authority.

ARTICLE VIII: SEVERABILITY CLAUSE

If any provision of this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

ARTICLE IX: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein will be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each party as stated below. Notice will be deemed to be provided at the time it is actually received or within five days after deposited in First Class U.S. Mail.

If to County: Board of County Commissioners of Oklahoma County
c/o Office of the Chairperson
320 Robert S. Kerr
Oklahoma City, OK 73102

AND

Oklahoma County Sheriff’s Office
c/o Sheriff P.D. Taylor
2101 Northeast 36th
Oklahoma City, OK 73111

If to EOCCA:

ARTICLE X: AUTHORIZATION

Each party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the parties represent that all requisite action to approve execution, delivery, and
performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

**ARTICLE XI: EXECUTION**

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

Kevin Calvey (DATE)  
Chairperson of the Board of County Commissioners of Oklahoma County

P.D. Taylor (DATE)  
Oklahoma County Sheriff

Carrie Blumert (DATE)  
Oklahoma County Commissioner, Dist. 1

Brian Maughan (DATE)  
Oklahoma County Commissioner, Dist. 2

ATTEST:

Oklahoma County Clerk (DATE)
EASTERN OKLAHOMA COUNTY CHIEF’S ASSOCIATION
ENHANCED 9-1-1 TRUST AUTHORITY MEMBER AGENCIES:

_________________________________  ____________________________________  
By:______________________________  By:_______________________________
CITY OF HARRAH  CITY OF CHOCTAW

_________________________________  ____________________________________
By:______________________________  By:_______________________________
CITY OF JONES  CITY OF SPENCER

_________________________________  ____________________________________
By:______________________________  By:_______________________________
CITY OF NICOMA PARK  TOWN OF VALLEY BROOK

_________________________________  ____________________________________
By:______________________________  By:_______________________________
TOWN OF FOREST PARK  TOWN OF LUTHER

_________________________________  ____________________________________
By:______________________________
TOWN OF ARCADIA
TRUST INDENTURE OF THE EASTERN OKLAHOMA COUNTY
CHIEF'S ASSOCIATION ENHANCED 9-1-1 TRUST AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS TRUST INDENTURE is executed this 2nd day of March, 2020, by the Chiefs of Police by the below named municipalities and selected for said position with the municipality and name of the Chiefs of Police listed as follows: City of Harrah, Gary Morgan; City of Choctaw, Kelly Marshall; City of Jones, Robert Williams; City of Spencer, Allen Lane; City of Nicoma Park, Ed Smith; Town of Valley Brook, Mike Stamps; Town of Forest Park, Thomas Gibson; Town of Luther, Johnny Leafy and Town of Arcadia, Brice Greenhowart, State of Oklahoma Trustors, as Members of the Eastern Oklahoma County Chief's Association (hereinafter "EOCCA"). The Trustees of this Trust shall initially be the above named Chiefs of Police, and Fire Chiefs, Neil Young and Loren Bumgarner, on behalf of their respective municipality, listed above and their respective successors in office, who shall be known as the Trustees of the Eastern Oklahoma County Enhanced 9-1-1 Trust Authority, for the purpose of providing to the residents of the member municipalities the highest quality emergency services possible within the shortest time possible.

NOW THEREFORE, WITNESSETH:

That in consideration of the payment by the Trustors to the Trustees the total sum of One Dollar ($1.00), receipt of which is hereby acknowledged, and of the mutual covenants herein set forth, and other valuable considerations, the said Trustees agree to hold, manage, invest, assign, convey, and distribute as herein provided, authorized and directed, such property as the Trustees or other persons may from time assign, transfer, convey, give, bequeath, devise or deliver to the Trust herein created or to the Trustees thereof;

TO HAVE AND TO HOLD such property and the proceeds, rents, profits, and increases thereof unto the said Trustees and their duly appointed successors and assigns, but nevertheless in trust, for the use and benefit of the residents served by the above named municipalities hereinafter referred to collectively as the Beneficiary, and upon the following trusts, terms, and conditions herein stated.

ARTICLE I
CREATION OF TRUST

The undersigned Trustors by virtue of the EOCCA Agreement, hereby create and establish a trust for the use and benefit of the Beneficiary, to finance, operate, construct and administer, hold, and/or receive and administer, for the public purpose, the Trust Estate hereinafter set forth, in the manner provided in this instrument, or in the absence of any applicable provision herein, in the manner now or hereafter provided by law, and under the provisions of Okla. Stat. Tit., 60 Secs. 176-180, as may be amended from time to time and any other applicable laws of the State of Oklahoma.
The undersigned Trustees hereby contract with the above named persons and the latter, as individuals and as holders of public office, do hereby declare and covenant, between themselves and unto the Trustees, and the Beneficiary hereinafter described, that they and their successors do and will accept the rights, privileges, duties, and responsibilities of the office of Trustee within this Trust.

ARTICLE II
NAME

A. The name of this Trust shall be, and the Trustees thereof in their respective fiduciary capacity shall be designated as:

EOCCA ENHANCED 9-1-1 TRUST AUTHORITY

Under that name, the Trustees shall, so far as practical, conduct all business and execute all instruments in writing, and otherwise perform their duties and functions in the execution of this Trust.

B. Any references to "Trust," "Trustees," or "The Authority" shall mean the said EOCCA Enhanced 911 Trust Authority or the Trustees thereof.

ARTICLE III
PURPOSE

The purpose of this trust, for and on behalf of the Beneficiary as hereinafter described, are:

A. To provide for the collection of, monitoring and safeguarding of public funds collected to pay for the installation and maintenance of the lines, equipment, and operation of enhanced 911 emergency phone services for Oklahoma County member municipalities named above; to promote, monitor, evaluate, and facilitate installation of all related equipment so that it will function in an efficient and reliable manner thereby providing enhanced 911 service to all of the member municipalities.

B. To encourage the cooperation of all emergency services, including police, fire, and ambulance services, for the efficient response to emergency responses in their area; to encourage the collection and distribution of emergency response information needed for emergency personal to efficiently respond to any emergency and to assist in preventing errors in response due to operation activities or area distribution of services by encouraging cooperation; to encourage and promote documentation of emergency service responses and, thereby, the improvement of services and avoiding of errors; to evaluate requests for funds and to distribute funds only as they relate to the installation and maintenance of enhanced 911 equipment and operational activities, directly related to the enhanced 911 designated personnel and for public information; to provide for record-keeping by the Trust and for audits of the utilization of the funds provided for enhanced 911 services; to provide for the storage of records of the Trust's activities and for such office spaces as may be required for trust meetings; to facilitate enhanced 911 response in the EOCCA service area.
C. To hold maintain and administer any leasehold rights in and to properties of the Beneficiary demised to the Trustees, and to comply with the terms and conditions of any lease providing said rights; to acquire by lease, purchase, or otherwise, and to hold, construct, reconstruct, extend, install, equip, repair, enlarge, remodel, furnish, maintain, and operate or otherwise deal with any and all physical properties, real or personal, improvements, building, and other facilities whether within or without the territorial boundaries of the Beneficiary, which may be helpful, needful, or convenient for utilization in executing or promoting the general purposes of the Trust and the area; to lease, rent, furnish, provide, relinquish, sell, or otherwise dispose of, or otherwise make provision for, any or all of the Trust purposes of in the event that any such property of facility shall no longer be needful for such purposes.

D. To provide and administer funds for the cost of financing, acquiring, constructing, installation, equipping, repairing, remodeling, improving, extending, enlarging, maintaining, operating, administering, and disposing, of or otherwise dealing with any of the said physical properties and facilities, and for administering the Trust for any or all of the said Trust purposes, and for all other charges, costs and expenses incidental thereto; and in so doing to incur indebtedness, either unsecured or secured by any part or parts of the Trust Estate and/or revenues thereof as allowed by law;

E. To expend all funds coming into the hands of the Trustees, as revenue or otherwise, in payment of the said costs and expenses, and in the payment of any indebtedness incurred by the Trustees for the purposes specified herein, and in the payment of any debt or obligation properly chargeable against the Trust Estate, and to distribute the residue and remainder of such funds to the Beneficiary for the payment of all or any part of the principal and/or interest of any bonded indebtedness of the Beneficiary and/or one or more authorized purposes of the Beneficiary as shall be specified by the Trustees.

This Trust shall have duration for the term of duration of the Beneficiary and/or until such time as the Trust's purposes shall have been fully executed and fulfilled or until it shall be terminated as herein provided.

ARTICLE IV
TRUST ESTATE

THE TRUST ESTATE SHALL CONSIST OF:

A. The funds and property presently in the hand of the Trustees or to be acquired or constructed by the Trustees and dedicated or funded by the Trustor and others to be used for Trust purposes:

B. Any and all leasehold rights demised to the Trustees by the Beneficiary as authorized and empowered by laws of the State of Oklahoma;
C. Any and all monies provided to the Trust pursuant to the assessment upon telephone land and cellular lines collected and distributed by Federal Communication Commission ("FCC") regulated telecommunications organizations.

D. Any and all property, (real, personal or mixed), rights, chose in action, contracts, leases, privileges, immunities, licenses, franchises, benefits, and all other things of value (whether or not above described) presently in or hereafter coming into hands or control of the Trustees, pursuant to the provisions of this Trust Indenture or by virtue of the Trusteeship herein declared or otherwise by the laws of the State of Oklahoma.

ARTICLE V
TRUSTEES

A. The Trustees of this Trust shall be the Police and Fire Chiefs, above named, or their successor of municipalities, which are the Beneficiaries. There shall be eleven Trustees each serving as Chief of Police or Fire Chief of the respective municipality, above named. The original Trustees of this Trust shall be composed of the individuals who currently serve in the aforementioned positions of their respective municipalities were selected where otherwise required, set forth in paragraph one of this Trust Indenture.

Each successor Trustee in office so appointed and confirmed, upon vacancy by the original trustee, shall without any further act, deed or conveyance become a Trustee of this Trust and become fully vested with all of the estate, properties, rights, powers, duties, and obligations of his or her predecessor with like effects as if originally named Trustee herein.

B. Until the first meeting of the Trustees, the chairperson of the Trust shall be Trustee Gary Morgan, as Chief of Police for the City of Harrah. Thereafter the Chairman of the Trustees shall be elected, and then annually by a majority vote of the Trustees. The Chairman of the Trustees shall preside at all meetings and perform other duties designated by a majority of the Trustees. At the first meeting of the Trustees, the Trustees shall select one or more of their members to be a Vice-Chairman who shall act in the place of the Chairman during the latter's absence or incapability to act as Chairperson.

C. Beginning at the first meeting of the Trustees, the Trustees shall elect annually, by majority vote of the Trustees, one or more of their members to be Secretary. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all their financial transactions, and all such minutes, books, and records shall be on file in the office of the Trust. The Trustees may elect Assistant Secretaries who may or may not be Trustees. The Assistant Secretary or Secretaries shall act in the place of the Secretary during the latter's absence or incapability to act.

D. Beginning at the Trustee's first meeting, and annually thereafter, the Trustees, by majority vote, shall elect a Treasurer of the Trust who may or may not be a Trustee.

E. The Trustees may appoint a general manager for the Trust Estate and may, at their discretion, employ such other clerical, professional, legal, and technical assistance as may be
deemed necessary in the discretion of the Trustees to properly operate the business of the Trust Estate, and may upon majority vote, fix their duties, terms of employment and compensation. All Trustees shall serve without compensation but may, upon majority approval from the Trustees, be reimbursed for reasonable expenses incurred in the performance of their duties hereunder.

In the event a general manager is appointed by the Trustees, the said general manager shall administer the business of the Trust Estates as directed from time to time by the Trustees. The general manager shall assume responsibility for the employment of any subordinate employees of the Trust as necessitated by the needs of the Trust. The Trustees themselves shall not deal directly with the subordinates of the general manager but shall do so only through the general manager.

F. The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, that in the event of a default in the fulfillment of any contract obligation undertaken on behalf of the Trust Estate, or in the payment of any indebtedness incurred on behalf of the Trust Estate, then a temporary trustee or trustees or receiver shall be appointed to succeed to the rights, powers, and duties of the Trustee then in office. Any such contract, if made, shall set out terms and conditions under which such a temporary trustee or trustees or receiver shall be appointed and shall operate the Trust Estate, and provide for compensation to be paid, and provide for the said appointment(s) to be vacated and the permanent Trustee to be automatically reinstated upon the termination of all defaults by which the said appointment(s) was (were) authorized.

G. Bonds or other evidences of indebtedness to be issued by the Trustees shall not constitute any indebtedness of the State of Oklahoma, or of the Beneficiary, nor shall they be considered personal obligations of the Trustees of the Trust. Any such indebtedness shall constitute obligations of the Trustees as Trustees, payable solely from the Trust Estate.

H. The Trustees, the State of Oklahoma, and the Beneficiary hereof shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion on the performance of such Trust, or in the operation of the Trust Estate, but any act or liability for any omission or obligation of the Trustees on the execution of such Trust, or in the operation of the Trust Estate, shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

I. Notwithstanding any other provision of this Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind or obligate any other Trustee or the Beneficiary, in his or her or its capacity, nor can the Beneficiary bind or obligate the Trust or any individual Trustee.

J. All Trustees appointed hereunder shall qualify by executing written acceptances of all the terms of this instrument, filed in the office of the clerk of the member municipalities, and by subscribing and filing such oaths as shall be required by law of public officers of the State of Oklahoma.
K. The acceptance of the office of Trustee of this Trust shall not constitute any agreement of the Trustees, or any of them, to be in any partnership or association each with the other, but each shall be an individual and wholly independent Trustee only.

L. All persons, firms, associates, trusteeships, corporations, municipalities, governments, and all agents, agencies, and instrumentalities thereof, contracting with any Trustee or Trustees shall take notice that all expenses and obligations, and all debts, damages, judgments, decrees or liabilities incurred by any Trustee or Trustees, and any of the foregoing incurred by agent, servant or employees of any such Trustee or Trustees, in the execution of the purposes of this Trust, whether arising from incident to, or growing out of the execution of this Trust, nor shall they, nor shall these, be liable for the acts or omission(s) of each other or any other such Trustee: PROVIDED, however, that the foregoing shall not apply to the individual Trustees for any willful or grossly negligent breach of trust of any said Trustee.

M. All of the legal rights, powers, and duties of each Trustee shall terminate when he or she ceases to be a Trustee hereunder and all of such legal rights, powers, and duties shall devolve upon his or her successor and successors, with full right and power of the latter to do or perform any act or things which his or her predecessor could have done or performed.

ARTICLE VI
POWERS AND DUTIES OF TRUSTEES

Subject to and in full compliance with all requirements of law applicable to this Trust or to the Trustees thereof:

A. The Trustees, in the manner hereinafter set forth, shall do, or cause to be done, all things which are incidental, necessary, proper or convenient to carry fully into effect the purposes enumerated in Article III of this instrument, with the general authority hereby given and being intended to make effective the power of the Trustees under this instrument; and to effectuate the said purpose the Trustees are specifically authorized to conduct the following activities in a lawful manner (without excluding such other as may be authorized elsewhere in this Indenture or otherwise necessary to perform the required duties of Trustees):

1. To sue and be sued;

2. To enter onto and conduct and execute, apply for, purchase or otherwise acquire franchises, property (real or personal), contracts, leases, rights, privileges, benefits, choses in action, or other things of value, and to pay for the same in cash, with bonds or evidence of indebtedness, or otherwise, PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees:

3. To own, hold, manage, and in any manner to convey, lease, assign, liquidate, dispose of, compromise or realize upon any property, contract, franchise, lease, right, privilege, benefit, choses in action, or other thing of value, and to exercise any and all power necessary or convenient with respect to same.
PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees;

(4) To guarantee, acquire, hold, sell, transfer, assign, encumber, dispose of, and deal in the stocks, bonds, debentures, shares, or evidences of interest or indebtedness in or of any sovereignty, government, municipality, corporation, association, trusteeship, firm or individual, and to enter into and perform any lawful contract in relation thereto, and to exercise all rights and privileges in relation thereto, to the same extent as a natural person might or could do; and the foregoing shall include (without limitation by reason of enumeration), the power and authority to guarantee or assume, out of the distributive funds of the Trust, the payment of any part or all of the principal of and/or the interest on any bonded indebtedness;

(5) To enter into, make and perform contracts of every lawful kind or character, including but not limited to management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute, and issue, promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable, or transferable or non-transferable, instruments, obligations, and evidences of secured or unsecured indebtedness, and if secured by all or any part or parts of the income of the Trust, in the same manner and to the same extent as a natural person might or could do; PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees;

(6) To promote contracts of every lawful kind of character, including but not limited to management contracts, with any person, firm, association, corporation, trusteeship, municipality, government, or sovereignty; and, without limit as to amount, to draw, make, accept, endorse, assume, guarantee, discount, execute, and issue promissory notes, drafts, bills of exchange, acceptances, warrants, bonds, debentures, and any other negotiable or non-negotiable, transferable or non-transferable, instruments, obligations, and evidence of secured or unsecured indebtedness, and if secured by mortgage, deed of trust, or otherwise, then secured by all or any part of the income of the Trust; PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees;

(7) To exercise all powers authorized under Title 60 of the Oklahoma Statutes, including such powers as may be authorized by subsequent amendments to the said Title.

(8) To allocate and request payment therefrom, any expenses relating to the operations of the Enhanced 911 System to the member municipalities and which are in excess of the fees generated by the telephone and wireless carriers.

B. The Trustees shall collect and receive all property, money, rents, and income of all kinds belonging to or due the Trust Estate, and shall use all of the same solely for the purposes.
and the furtherance of the purpose, set forth on Article III of this instrument, and otherwise. Without limiting the foregoing provisions of this paragraph, none of the net earnings or income derived from or accruing to the Trust Estate, nor any part of the Trust, in any instance beyond that necessary to pay the principal of and interest on the indebtedness incurred for purposes set forth in Article III of this instrument and to pay the costs and expenses of the implementation of the said purposes, shall insure to the benefit of any person or entity other than the beneficiary.

C. The Trustees shall take and hold title to all property at any time belonging to the Trust in the name of the Authority and shall have and exercise exclusively the management and control of the same for the use and benefit of the Beneficiary as provided herein, in the execution of the purposes of this Trust; and the right of the Trustees to manage, control, and administer the said Trust and its property, assets and business shall be absolute and unconditional and free from any direction, control or management by the Beneficiary; PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees.

D. The Trustees may employ such agents, servants, and employees as they deem necessary, proper or convenient for the execution of the purposes of this Trust, and prescribe their duties and fix their compensation, and may establish policies and procedures for hiring, position description, training, retention, supervision, compensation, benefits and any other related needs; PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees.

E. The Trustees may contract for the furnishing of any services or the performances of any duties that the trustees deem necessary, proper or convenient to the execution of the purposes of this Trust, and shall pay for the same as they see fit to provide in such a contract; PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees. Contracts for construction, labor, equipment, material or repairs in excess of $50,000.00 shall be put out for public bid in accordance with applicable law and awarded to the lowest and best bidder.

F. The Trustees, by Resolution, may divide the duties of the Trustees hereunder, delegating all or any part of such duties to one or another of the Trustees as they deem proper; but where a specific duty is not so delegated, a majority of the Trustees must act for the Authority. The Trustees are hereby authorized to adopt By-Laws and to change the same from time to time at any regular or special meeting of the Trustees at which at least two-thirds of the incumbent Trustees vote in favor of such amendment. PROVIDED, however, that the notice of any meeting at which an amendment to the By-Laws is to be made shall contain notice that such an amendment will be proposed, and the said notice shall be mailed to all Trustees at least fifteen (15) days prior to the meeting. By-Laws may prescribe notice and quorum requirements for the meetings of the Trustees, the frequency of meetings, the duties of officers and any and all other matters normally prescribed by By-Laws consistent with the provisions of the Trust Indenture.

G. The Trustees shall in the name of the Trust hereinabove set forth or in their names as Trustees, bring any suit or action which in their judgment shall be necessary to properly protect the interest of the Trust or to enforce any claim, demand or contract for the Trust or for the benefit of the Trust; and they shall defend, in their discretion, any action or proceeding against the Trust
or the Trustees or agents, servants or employ, es thereof; and the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute or proceeding against the Trust or the Trustees or agents, servants or employees thereof; and the Trustees are expressly authorized, in their discretion, to bring, enter, prosecute or defend any action or proceeding in which the Trust shall be interested and to compromise such action or proceeding, and discharge the same out of the Trust property and assets; and the Trustees also are expressly authorized to pay or transfer out of the Trust property or assets such money or property as shall be required to satisfy any judgment or decree rendered against them as Trustees, or against the Trust, together with all costs, including court costs, counsel and attorney fees, and also to pay out the Trust property and assets such sums of money, or transfer appropriate property or assets of the Trust, for the purpose of settling, compromising, or adjusting any claim, demand, controversy, action or proceedings, together with all costs and expenses connected therewith; and all such expenditures and transfers shall be treated as proper expenses of executing the purposes of this Trust: PROVIDED, that no transaction shall be completed without the approval of a majority of the Trustees:

H. No bond shall be required of the Trustees, or any of them, unless they shall deem the same proper and shall provide therefore by Resolution.

I. All actions by the Trustees pursuant to the provisions of this Trust Indenture, except for the adoption and/or amendment of By-Laws provided above, shall be approved by the majority vote of at least a majority of the Trustees. All meetings of the Trustees shall be open to the public; all proceedings of the Trustees shall be in compliance with the laws of the State of Oklahoma and the Trustees shall make or cause to be made a written record of all their proceedings. All books, records and minutes of the Trust and of the meetings of the Trustees shall be considered to be public records and shall be available for inspection by any interested party during customary business hours in the same manner and under the same conditions as are public record of the Beneficiary.

J. At their first meeting, which shall occur within sixty (60) days of the execution of this Trust Indenture, the Trustees shall designate the principal office of the Trust; and they also shall designate the time and place for regular meetings of the Trustees. The time and place for regular meetings shall not be changed unless at a meeting where all incumbent Trustees are present. No notice shall be required for the holding of a regular meeting of the Trustees other than such as is otherwise required by Law. Special meetings may be held upon such call as shall be fixed by Resolution of the Trustees adopted at a meeting where all of the Trustees are present. The Trustees shall cause to be filed, in all places where this instrument is recorded, a certificate designating the principal office of the Trust and the time and place of regular meetings of the Trustees; and any changes therein shall be filed of record on the like manner. Within sixty (60) days of the first meeting, the Trustees shall adopt By-Laws for the governing of the Trust. The Trustees shall provide for an independent audit on an annual basis and set a date of the auditor to perform said audit. Said auditor shall be selected and employed from an affirmative vote of a majority of the Trustees. The Trustees shall ensure that financial documents and reports sufficient to demonstrate fiscal activity are filed annually with the Oklahoma 9-1-1 Management Authority.

K. The Trustees shall in all respect comply with the Open Meeting Act of the Statutes of the State of Oklahoma, Okla. Stat. Tit. 25, Secs. 301-314, and as amended or changed. Further

ARTICLE VII

BENEFICIARY

A. The term "Beneficiary" as used in this instrument, under and pursuant to Okla. Stat. Tit. 60, Secs. 176-180, inclusive as amended and supplemented, and other statutes of the State of Oklahoma presently in force and effect; shall be

the citizens of the municipalities of the above named, as the governing authority of the territory designated or lying within the county boundaries of the said municipality on the effective date of this instrument.

RESIDENTS OF EASTERN OKLAHOMA MUNICIPALITIES

SERVED BY EOCCA

The Trustors now declare that this Trust Indenture shall not be subject to revocation, alteration, amendment, revision, or modification from and after the date that any indebtedness is incurred by the Trustees.

B. The Beneficiary shall have no legal claim or right to the corpus of the Trust Estate, or to any part thereof, against the Trustees or anyone holding under them; nor shall the Beneficiary, as such, have any authority, power, or right whatsoever to do or transact any business whatsoever for or on behalf of, or binding upon the Trustees or the Trust Estate; neither shall the Beneficiary have the right to control or direct the actions of the Trustees in respect of the Trust Estate, or any part thereof; nor shall the Beneficiary be entitled solely to the benefits of the Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and then only, the Beneficiary shall receive the residue of the Trust Estate. Notwithstanding anything in the aforesaid appearing to be to the contrary, no provision in this instrument and/or of the Acceptance of the Beneficial Interests there under by the governing body of the said Beneficiary limiting, restricting, or denying any such be construed or interpreted, to effect a surrender, or to attempt to effect a surrender, of any of the sovereign governmental powers of the Beneficiary; but any and all provisions of this Trust instrument are intended, and shall be applied, to relate solely and only to the proprietary rights and property interests of the said Beneficiary, in trust as distinguished from its sovereign governmental powers and authority. Moreover, it is further agreed that nothing contained in this Trust Indenture and/or in the Acceptance of the Beneficiary Interest there under shall be construed, interpreted or applied as granting or intending to grant to the Trustees hereunder an exclusive franchise in relation to any powers, rights, or authority of the Trustees under this Trust Indenture.

ARTICLE VIII

TERMINATION

A. This Trust shall be irrevocable by the Trustors and shall terminate:
(1) When the purpose set forth in Article III of this instrument shall have been fully executed and fulfilled as determined by the Trustees and the governing body of the municipalities for which they serve.

(2) In the event of the happening of any event or circumstance that would prevent the said purpose of this Trust from being executed and fulfilled if all of the Trustees and the governing body of the respective municipalities for which they serve as the representative of the Beneficiary hereunder, with the approval if the Governor of the State of Oklahoma, shall agree that such an event or circumstance had taken place: PROVIDED, however, that all indebtedness of the Trust shall have been paid:

(3) In the manner provided by Okla. Stat. Tit., 60 Sec. 180; PROVIDED, however that all indebtedness of the Trust shall not be terminated by voluntary action if there be any outstanding indebtedness or fixed-term obligations of the Trustees, unless all owners of such indebtedness or obligations, or someone authorized by them so to do, shall have consented in writing to such termination.

B. Upon the termination of this Trust the Trustees shall proceed to wind up the affairs of the Trust and after payment of all debts and obligations of the Trust out of Trust assets, if any there be, to the Beneficiary hereunder as provided in Section III of this Instrument. Upon final distribution as aforesaid, the powers, duties, and authority of the Trustees hereunder shall cease.

ARTICLE IX
PARTIAL INEFFECTIVENESS

The invalidity of ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, sections, or subsections of this instrument shall not affect the remaining portions hereof so long as such remaining portions shall constitute upon its being valid and effective only, and this instrument shall be constructed as though such invalid or ineffective portion had not been inserted herein.

ARTICLE X
COVENANT

The undersigned Trustees hereby accept the Trust herein created and agree to comply with all the provisions and requirements placed upon them by this Trust Indenture. The provisions hereof shall be binding upon the undersigned, their heirs, executors, administrators, and assigns:
IN WITNESS WHEREOF, the parties hereto have set their hands this 2 day of March, 2020.

FIRE CHIEFS

P. Brad Keal
CITY OF HARRAH
Neil Young

CITY OF CHOCTAW
Loren Bumgarner

CHIEFS OF POLICE

Gary Morgan, Trustee
CITY OF HARRAH

Kelly Marshall, Trustee
CITY OF CHOCTAW

Robert Williams, Trustee
CITY OF JONES

Atten Lane, Trustee
CITY OF SPENCER

Ed Smith, Trustee
CITY OF NICOMA PARK

Mike Stamps, Trustee
TOWN OF VALLEY BROOK

Thomas Gibson, Trustee
TOWN OF FOREST PARK

Johnny Leafty, Trustee
TOWN OF LUTHERS

Brice Greenhoward, Trustee
TOWN OF ARCADIA
STATE OF OKLAHOMA  ss.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this 2\textsuperscript{nd} day of March, 2020, personally did appear the Chiefs of Police, Gary Morgan, Kelly Marshall, Robert Williams, Allen Lane, Ed Smith, Mike Stamps, Thomas Gibson, Johnny Leafly, Brice Greenhoward, Neil Young and Loren Bumgarner, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

\textbf{NOTARY PUBLIC}

My Commission: 17010434 Expires: 11/13/21

General Report: The City of Choctaw enters into an annual agreement with FurEver Friends Rescue for emergency animal control services by qualified personnel which includes suited care for animals for a time of 0-72 hours. The service is primarily dogs and cats of all breeds, although animals over 200 lbs, including horses and cattle, can be negotiated at a price range between $125.00 to $350.00 depending on the animal.

Staff Comments: There were no changes in fees from FY 2019-2020.
Animal Shelter Agreement

This agreement effective on the 1st day of July 2020 by and between the City of Choctaw, herein after referred to as Choctaw, and Diane Ketterling, known as FurEver Friends Rescue, herein after referred to as Rescue.

Whereas Choctaw has a need for emergency animal control services by qualified personnel and whereas Rescue located at 13648 Red Bud Rd, Choctaw, Ok 73020 is willing and able to provide the needed services to Choctaw.

Now therefore in consideration of the agreements here in the parties of this agreement mutually agree to the following:

1. Choctaw agrees to pay Rescue a fee of $125.00 per animal delivered in the rescue.
2. Rescue agrees to provide suited care for these animals for a time of 0-72 hours. It is understood that any time during the first 72 hours of care by the Rescue a qualified owner of such animal has the right to retrieve such animal from the rescue.
3. Any animal that its stay exceeds 72 hours from when it arrived at the Rescue at its own expense will find a suitable home or other rescue to care for such animal.
4. Rescue does not euthanize any of its animals.
5. The Rescue service to Choctaw is primarily dogs and cats of all breeds. However, any animal under 200 pounds that is brought to the Rescue, the Rescue will take at the $125.00 onetime rate.
6. However, any animal that exceeds 200 pounds including horses and cattle can be verbally negotiated between Choctaw and Rescue. The price ranges from $125.00 to $350.00 depending on animal.
7. Choctaw will hold Rescue harmless for any liability caused by the actions of the City of Choctaw to provide animal shelter services to Choctaw.

The Term of this agreement shall be from July 1, 2020 through June 30, 2021, at which time a new agreement may be renewed providing both parties are in agreement and a new agreement is received and signed 30 days of termination of this agreement.

Billing: At the end of each month Rescue will invoice Choctaw for services rendered and Choctaw will pay for such services of which Choctaw will pay Rescue within 30 days of billing date.

Arrivals: It is the responsibility of Choctaw to notify the Rescue as early as possible of a delivery for the Rescue to make necessary lodging arrangements.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

[Signature]
Diane Ketterling, FurEver Friends Rescue

Approved by the governing body of ____________________________, Oklahoma, on this _____ day of __________________, 20__.

City of Choctaw

Attest:

_________________________  ___________________________
Randy Ross, Mayor          Amanda Valent, City Clerk

Approved as to form and legality this _____ day of __________________, 20__.

_________________________
Ray Vincent, City Attorney
AGENDA TITLE: Block Party Application/Special Event Permit of Shane Codinack for July 4, 2020 from 5pm - 11pm on Sandy Lane between between 6th Street and mailbox at 716 Sandy Lane

Report:

Shane Codinack has submitted a Block Party Application/Special Event Permit for a Block Party on July 4, 2020 between the hours of 5pm - 11pm. July 4, 2020 is a Saturday. 30+ attendees are expected for the event.

Application meets Block Party Regulations as stated below:

1. 10 homes are in the affected area  
   a. 8 properties responded in favor to the Block Party request  
   b. 2 properties did not respond  
   c. 80% of the required 75% of signatures were obtained

2. Applicant resides on the street indicated on the application

3. No alcohol will be sold or served on public property

***Attachment: Map of application location
# BLOCK PARTY APPLICATION

**HUNDRED BLOCK(S) AND STREET TO BE CLOSED**

| 724 Sandy W. |

**DATE OF EVENT**

**TIME OF EVENT**

| July 4th |

| AM | PM |

| 5 PM | 11 PM |

**TO (STREET)**

| 6th St. |

**NUMBER OF PEOPLE ATTENDING**

| 30+ |

**PLEASE READ THE FOLLOWING BEFORE SUBMITTING YOUR APPLICATION:**

- Applicant must reside on block being closed.
- If event blocks an intersecting “T” street, submit a separate application and petition for each affected street.
- Block party application must have a petition signed by 75% of residents on the block, and/or 75% of the residents of an apartment complex.
- Applications will be returned if not complete before the event.
- Photocopies of application or petition will not be accepted.
- If street being closed has no residents, a copy of an insurance certificate must be submitted with application.
- All permits will be valid during the times approved.
- MUTCD approved signs, barricades, cones, etc., shall be used for all roadways closures, i.e., roadblocks, directional signs, etc.
- Emergency vehicles access shall be maintained at all times. Do not park cars or place obstructions, which prevent emergency vehicle access.
- On-street parking shall not block driveways, fire hydrants, or travel lanes at all times. Do not park cars, which block driveways, fire hydrants, or travel lanes.
- Amplified music shall not be permitted unless a separate “special event permit” is obtained. Contact City Hall.
- Tents over 200 sq. ft., canopies over 400 sq. ft., and deep pit BBQs require additional permits.
- Alcoholic beverages shall not be sold or served on public property.
- No activity shall be conducted that conflicts with federal, state, county, and/or city regulations.
- Block party shall end at 11:00 P.M.
- All party refuse, materials, etc., shall be cleaned from streets, sidewalks, and front yards. If the city is required to clean any block party areas, the applicant shall be charged for any and all expenses incurred.
- Applicant agrees that the City of Choctaw and its official representatives shall not be held responsible for any and all claims or losses, which may occur as a result of said block party.
- The City of Choctaw will evaluate the conformance of these regulations, which may effect future applications for a “block party” at said location.
- The approved special event permit shall be available on-site upon demand from any city of Choctaw officials. Failure to do so shall terminate party immediately.

**APPLICANT’S NAME**

Shane Codinack

**DAYTIME TELEPHONE NUMBER**

(465) 763-8712

**APPLICANT’S ADDRESS**

712 Sandy W.

**ZIPCODE**

73045

**SPONSORING ORGANIZATION (IF ANY)**

**ADDRESS**

**DAYTIME TELEPHONE NUMBER**


---

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that if I knowingly make any false statement herein I am subject to such penalties that may be prescribed by law or ordinance.

**APPLICANT’S SIGNATURE**

Shane Codinack

**DATE**

6-15-20

---

**FOR OFFICE USE ONLY**

☐ APPROVAL  ☐ DENIAL
We the undersigned below approve of the request for a block party at (address)
712 Sandy Ln. on (date & time) July 4th, 5pm to 11pm.
that will include the closure of the following street(s) (location of closure)
House Mail Box 716 to 6th St.
all on Sandy Ln.

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank</td>
<td>716 Sa 45710 Nw</td>
<td></td>
<td>6-5-2020</td>
</tr>
<tr>
<td>Randy</td>
<td>701 Sandy Ave</td>
<td></td>
<td>6-6-2020</td>
</tr>
<tr>
<td>Bill Higgin</td>
<td>709 Sandy Ln</td>
<td></td>
<td>6-5-2020</td>
</tr>
<tr>
<td>Tom Berwick</td>
<td>713 Sandy Ln</td>
<td></td>
<td>6-6-2020</td>
</tr>
<tr>
<td>Ed</td>
<td>705 S Sandy Ln</td>
<td></td>
<td>6-6-2020</td>
</tr>
<tr>
<td>Jeremy Walker</td>
<td>704 Sandy Ln</td>
<td></td>
<td>6-6-2020</td>
</tr>
<tr>
<td>Larry Simon</td>
<td>708 Sandy Ln</td>
<td></td>
<td>6-6-2020</td>
</tr>
<tr>
<td>Mona Lange</td>
<td>713 Sandy Ln</td>
<td></td>
<td>6-7-2020</td>
</tr>
</tbody>
</table>
SPECIAL EVENT PERMIT APPLICATION

Applicant's Name: Shane Codinack  Phone Number: (405) 763-8712
Applicant's Street Address: 712 Sandy Lane  Choctaw, OK  73020
Name of Organization: 
Organization's Address: 
Organization's Phone Number: 
Contact Person's Name: Shane Codinack
Phone Number: (405) 763-8712  Cell Phone Number: 

Use of City Property Requested ☑ Yes  ☐ No  Which Facility: City Street
(address of event): Sandy Lane - 6th Street to Mailbox at 716 Sandy Lane
Date(s) of Event: 7/4/2020  Time of Event: 5pm - 11pm

With my signature below, I understand that I must provide a detailed account (Letter of Intent) of the upcoming event with this form, and a Certificate of Insurance, to be presented to the City Council for approval. I also understand the fees involved will be set by the City Council and must be paid within seven (7) days after Council approval. Certificate of Insurance must be presented prior to the event if unavailable at time of application. Key for city facility will NOT be issued without the Certificate of Insurance.

6/16/2020

Signature of Applicant

Do Not Write Below This Line – For Official Use Only

Use of City Property ☑ Yes (application attached)  ☐ No
Letter of Intent ☑ Yes  ☐ No  Certificate of Insurance ☐ Yes  ☑ No
Date of Council Meeting: 6/23/2020  Fee Amount: 0

☐ Approved  Contingent On: 
☐ Denied  Reason Denied: 

September 2015
Block Party Application - Shane Codinack

- 801 Sandy Ln
- 713 Sandy Ln
- 709 Sandy Ln
- 705 Sandy Ln
- 703 Sandy Ln
- 701 Sandy Ln
- 704 Sandy Ln
- 712 Sandy Ln
- 716 Sandy Ln

July 4, 2020 Block Party to be located on Sandy Lane between 6th Street and mailbox at 716 Sandy Lane

10 properties are in the Block Party Area

8 properties responded in favor to the request

80% of required 75% signatures obtained
CITY OF CHOCTAW
STAFF REPORT

City Council

Meeting of: 6/23/2020

Administration

Department

Amanda Valent
Prepared By

Ed Brown
Department Head

AGENDA TITLE: Block Party Application/Special Event Permit of Larry Carey for July 4, 2020 from 6pm - 10pm on 6th Street between Oak Park and Sandy Lane

******************************************************************************

**Public hearing required if this box is checked**

Report:

Larry Carey has submitted a Block Party Application/Special Event Permit for a Block Party on July 4, 2020 between the hours of 6pm - 10pm. July 4, 2020 is a Saturday. 13-15 attendees are expected for the event.

Application meets Block Party Regulations as stated below:

1. 5 homes are in the affected area
   a. 4 properties responded in favor to the Block Party request
   b. 1 property did not respond
   c. 80% of the required 75% of signatures were obtained

2. Applicant resides on the street indicated on the application

3. No alcohol will be sold or served on public property

***Attachment: Map of application location
# BLOCK PARTY APPLICATION

<table>
<thead>
<tr>
<th>HUNDRED BLOCK(S) AND STREET TO BE CLOSED</th>
<th>FROM (STREET)</th>
<th>TO (STREET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>702 Oak Park 6th St</td>
<td>between Oak Park &amp; Sandlyln</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE OF EVENT</th>
<th>TIME OF EVENT</th>
<th>TYPE OF EVENT</th>
<th>NUMBER OF PEOPLE ATTENDING</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 4th</td>
<td>AM 6 PM</td>
<td>Block Party</td>
<td>13-15</td>
</tr>
</tbody>
</table>

**PLEASE READ THE FOLLOWING BEFORE SUBMITTING YOUR APPLICATION:**

- Applicant must reside on block being closed.
- If event blocks an intersecting "T" street, submit a separate application and petition for each affected street.
- Block party application must have a petition signed by 75% of residents on the block, and/or 75% of the residents of an apartment complex.
- Applications will be returned if not complete before the event.
- Photocopies of application or petition will not be accepted.
- If street being closed has no residents, a copy of an insurance certificate must be submitted with application.
- All permits will be valid during the times approved.
- MUTCD approved signs, barricades, cones, etc. shall be used for all roadway closures, i.e. roadblocks, directional signs, etc.
- Emergency vehicles access shall be maintained at all times. Do not park cars or place obstructions, which prevent emergency vehicle access.
- On-street parking shall not block driveways, fire hydrants, or travel lanes at all times. Do not park cars, which block driveways, fire hydrants, or travel lanes.
- Amplified music shall not be permitted unless a separate "special event permit" is obtained. Contact City Hall.
- Tents over 200 sq. ft., canopies over 400 sq. ft., and deep pit BBQs require additional permits.
- Alcoholic beverages shall not be sold or served on public property.
- No activity shall be conducted that conflicts with federal, state, county, and/or city regulations.
- Block party shall end at 11:00 PM.
- All party refuse, materials, etc. shall be cleaned from streets, sidewalks, and front yards. If the city is required to clean any block party areas, the applicant shall be charged for any and all expenses incurred.
- Applicant agrees that the city of Choctaw and its official representatives shall not be held responsible for any and all claims or losses, which may occur as a result of said block party.
- The city of Choctaw will evaluate the conformance of these regulations, which may effect future applications for a "block party" at said location.
- The approved special event permit shall be available on-site upon demand from any city of Choctaw official. Failure to do so shall terminate party immediately.

<table>
<thead>
<tr>
<th>APPLICANT'S NAME</th>
<th>DAYTIME TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry Carey</td>
<td>405 306 3972</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>APPLICANT'S ADDRESS</th>
<th>ZIPCODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>702 Oak Park Choctaw OK</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPONSORING ORGANIZATION (IF ANY)</th>
<th>ADDRESS</th>
<th>DAYTIME TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

When approved, a special events permit shall be issued authorizing the applicant to close the street. It is subject to revocation if the applicant does not comply with all pertinent laws, rules, and regulations including any conditions or restrictions imposed by the city of Choctaw.

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I understand that if I knowingly make any false statement herein I am subject to such penalties that may be prescribed by law or ordinance.

**APPLICANT'S SIGNATURE**

**DATE:** 6/7/20

**FOR OFFICE USE ONLY**

- [ ] APPROVAL
- [ ] DENIAL
We the undersigned below approve of the request for a block party at (address) 702 Oak Park CHC OKLA on (date & time) July 4th 2020 6 PM 8PM that will include the closure of the following street(s) (location of closure) 6th St. between Oak Park and Sandy Ln.

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Carolyn Sanders</td>
<td>14414 NE 6th St</td>
<td>Carolyn Sanders</td>
<td>6-7-20</td>
</tr>
<tr>
<td>Armin Barnett Anderson</td>
<td>14450 NE 6th St</td>
<td>Armin Barnett Anderson</td>
<td>6-7-20</td>
</tr>
<tr>
<td>Tom Barnes</td>
<td>701 SMY LN</td>
<td>Tom Barnes</td>
<td>6-7-20</td>
</tr>
<tr>
<td>Tim Pearce</td>
<td>14450 NE 6th St</td>
<td></td>
<td>6-14-20</td>
</tr>
</tbody>
</table>
SPECIAL EVENT PERMIT APPLICATION

Applicant's Name: Larry Carey  
Phone Number: (405) 306-3972

Applicant’s Street Address: 702 Oak Park  Choctaw, OK 73020

Name of Organization: ________________________________

Organization’s Address: ________________________________

Organization’s Phone Number: ________________________________

Contact Persons Name: Larry Carey
Phone Number: (405) 306-3972  Cell Phone Number: ________________________________

Use of City Property Requested: ☑ Yes ☐ No  Which Facility: NE 6th Street
(If yes, check for date availability and fill out the Park Reservation Application)

Address of Event: NE 6th Street (between Oak Park and Sandy Lane)

Date(s) of Event: 7/4/2020  Time of Event: 6:00pm - 10:00pm

With my signature below, I understand that I must provide a detailed account (Letter of Intent) of the upcoming event with this form, and a Certificate of Insurance, to be presented to the City Council for approval. I also understand the fees involved will be set by the City Council and must be paid within seven (7) days after Council approval. Certificate of Insurance must be presented prior to the event if unavailable at time of application. Key for city facility will NOT be issued without the Certificate of Insurance.

Signature of Applicant: ________________________________

Date: 6/7/2020

Use of City Property: ☑ Yes (application attached) ☐ No
Letter of Intent: ☑ Yes ☐ No  Certificate of Insurance: ☑ Yes ☐ No

Date of Council Meeting: 6.23.20  Fee Amount: $0

☑ Approved  Contingent On: ________________________________
☐ Denied  Reason Denied: ________________________________
100% of required 75% of signatures obtained favor to the request 5 properties responded in party area 5 properties are in the block Sandy Lane located between Oak Park and Buckwood Dr July 4, 2020 Block party to be 701 Sandy Ln 14420 NE 6th St 14432 NE 6th St 14414 NE 6th St 702 Oak Park Dr
MINUTES

In accordance with Senate bill 661, which temporarily modified the Open Meeting Act as approved by Governor Stitt on March 18, 2020, the Choctaw City Council hosted a virtual meeting option for the Regular Meeting of the City Council/Board of Trustees on June 2, 2020 at 6:30pm using the following options:

Teleconference dial in number: +1 301 715 8592
Conference ID: 815 5320 8126
Meeting Password: 320916
Join Meeting:
https://us02web.zoom.us/j/81553208126?pwd=NklheWxPOVdqZmh4WXpuZnh6RjNDdz09

1. Call to Order @ 6:30pm
7 Present: Chad William; Mike Birdsong; Jeannie Abts; Roger Malone @ 6:32pm; Steve Krieske; Dale Gill; Randy Ross
0 Absent: None

Staff Present: Ed Brown, City Manager/Executive Director; Ray Vincent/City Attorney; Lira Deer/HR Director (teleconference); Kelly Marshall/Chief of Police (teleconference); Amanda Valent/City Clerk; Tanner McGuire/Park & Recreation Director; Tracy Jordan/Director of Finance; Chanell Easton/Communication Specialist

Jim Fisher addressed Council on his candidacy for Oklahoma County Commissioner, District II.

2. Business Agenda: The following items are hereby designated for discussion only.

2.1 Staff briefing and clarification on agenda items.

City Manager/Executive Director briefed the City Council/Board of Trustees on each agenda item and answered any questions.
2.2 Staff briefing on current and upcoming projects and/or issues relating to the City and CUA.

Ben Oglesby, Municipal Finance Services, presented the water and sewer rate study results.

City Manager/Executive Director briefed Council/Board on current and upcoming projects and or issues relating to the City.

3. Adjournment:

Called @ 7:32 pm.

CITY OF CHOCTAW, OK

______________________________
Randy Ross, Mayor

ATTEST:

______________________________
Amanda Valent, City Clerk
In accordance with Senate bill 661, which temporarily modified the Open Meeting Act as approved by Governor Stitt on March 18, 2020, the Choctaw City Council hosted a virtual meeting option for the Regular Meeting of the City Council/Board of Trustees on June 2, 2020 at 7:00pm using the following options:

Teleconference dial in number:  +1 301 715 8592
Conference ID: 815 5320 8126
Meeting Password: 320916
Join Meeting: https://us02web.zoom.us/j/81553208126?pwd=NklheWxPOVdqZmh4WXpuZnh6RjNDdz09

1. Call to Order by the Mayor @ 7:00 pm
2. Invocation given by Roger Malone
3. Roll Call:
   7 Present: Chad William; Mike Birdsong; Jeannie Abts; Roger Malone @ 6:32pm; Steve Krieske; Dale Gill; Randy Ross
   0 Absent: None

Staff Present: Ed Brown, City Manager/Executive Director; Ray Vincent/City Attorney; Lira Deer/HR Director (teleconference); Kelly Marshall/Chief of Police (teleconference); Amanda Valent/City Clerk; Tanner McGuire/Park & Recreation Director; Tracy Jordan/Director of Finance; Chanell Easton/Communication Specialist

4. Public Comments: This agenda item is for public comments on city related non-agenda items. In accordance with State law, the City Council and City Staff are not allowed to respond to any comments made. Preference will be given to Choctaw Citizens and NO formal action will be taken. Speakers are limited to 3 minutes for a total of 15 minutes.

None.
5. **Business Agenda:** The following items are hereby designated for discussion and consideration which requires individual action.

5.1 Public Hearing on the Proposed Fiscal Year Budget 2020-2021.

   A. **Open public hearing** – 7:33pm
   B. **Receive comments** – None
   C. **Close public hearing** – 7:37pm
   D. Resolution No. 20-16, approving the City of Choctaw, Oklahoma budget for Fiscal Year 2020-2021 beginning July 1, 2020 and ending June 30, 2021 and establishing budget amendment authority.

   **MOTION BY Mike Birdsong and SECOND BY Steve Krieske to approve Resolution No. 20-16.**

   **MOTION CARRIED:**
   7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
   0 Nays: None
   0 Absent: None
   0 Abstain: None

5.2 Resolution No. 20-18, adopting the Fee Schedule for fiscal year 2020-2021.

   **MOTION BY Chad Williams and SECOND BY Steve Krieske to approve Resolution No. 20-18.**

   **MOTION CARRIED:**
   7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
   0 Nays: None
   0 Absent: None
   0 Abstain: None

5.3 Resolution No. 20-20, amending the Declaration of a State of Emergency for the City of Choctaw until June 30, 2020.

   **MOTION BY Dale Gill and SECOND BY Chad Williams to approve Resolution No. 20-20.**

   **MOTION CARRIED:**
   7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
   0 Nays: None
   0 Absent: None
   0 Abstain: None
5.4 Memorandum of Understanding between the Oklahoma County Sheriff, ex. rel. Oklahoma County Commissioners and the Eastern Oklahoma County Chiefs Association Enhanced 911 Trust Authority, City of Choctaw Member City, to provide dispatching service for police and fire service for a period through June 30, 2021.

MOTION BY Chad Williams and SECOND BY Mike Birdsong to approve the agreement as presented.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None
0 Abstain: None

5.5 Agreement for Specific Assistance between the Board of County Commissioners of Oklahoma County and the City of Choctaw for the installation of a cul-de-sac located at 2246 West Circle Drive.

MOTION BY Steve Krieske and SECOND BY Mike Birdsong to deny the agreement.

MOTION TO DENY THE AGREEMENT:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None
0 Abstain: None

5.6 Special Event Permit for the Choctaw Road Baptist Church Independence Day Fireworks Celebration, July 2, 2020.

MOTION BY Dale Gill and SECOND BY Chad Williams to approve the Special Event Permit.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None
0 Abstain: None

6. Consent Agenda: The following items are hereby designated for routine approval, acceptance or acknowledgment by one motion, subject to any conditions included therein. If any item does not meet with the approval of all members, that item will be heard in regular order.
6.1 Regular Pre Meeting minutes for 05-19-20
6.2 Regular Meeting minutes for 05-19-20
6.3 Vouchers and Claims as approved by the City Manager:
   1. 05-15 Credit Cards: $6,780.44
   2. 05-21 Claims: $13,405.69
   3. 05-22 Credit Cards: $5,762.76
   4. 05-28 Claims: $88,469.99
6.4 Bi-weekly payroll in the amount of:
   1. 05-22 Payroll: $65,197.90
   2. 06-05 Payroll: $66,000.00
6.5 Bi-weekly Fire payroll in the amount of:
   1. 05-22 Payroll: $13,472.51
   2. 06-05 Payroll: $14,000.00
6.6 Renewal of the Annual General Liability and Auto Plan Agreement with OMAG for FY 2021 (GLA 1400453 04).
6.7 Renewal of the Annual Municipal Property Protection Plan Agreement with OMAG for FY 2021 (PRO 1400423 04).

MOTION BY Steve Krieske and SECOND BY Jeannie Abts to approve the Consent Agenda as presented.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None
0 Abstain: None

7. New Business: This item is listed to provide the opportunity for Council discussion on items which may arise within twenty-four (24) hours prior to this meeting, and therefore, qualify as new business under the Oklahoma Open Meeting Act.

None.

8. Council/Staff Remarks: This item is listed to provide an opportunity for the council and/or staff to make comments and/or request specific agenda items. No action will be taken.

8.1 City Council;
8.2 City Attorney;
8.3 City Manager; and
8.4 Project Updates
None.

The meeting recessed at 7:58pm.

The meeting reconvened at 8:04pm.

7 Present: Chad William; Mike Birdsong; Jeannie Abts; Roger Malone; Steve Krieske; Dale Gill; Randy Ross
0 Absent: None

9. Proposed Executive Session: An executive session will be held if found to be in accordance with the State Law referenced below, to wit:

9.1 Discussing the employment, hiring, appointment, promotion, demotion disciplining or resignation of any individual salaried public officer or employee, concerning the City Manager performance evaluation. [Authorized by Title 25 O.S. Section 307(B)(1)].

MOTION BY Chad Williams and SECOND BY Steve Krieske to enter into executive session in accordance with Title 25 O.S. Section 307(B)(1), concerning the City Manager performance evaluation.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None
0 Abstain: None

The meeting entered executive session at 8:04pm.

The meeting entered open session at 8:33pm.

7 Present: Chad William; Mike Birdsong; Jeannie Abts; Roger Malone; Steve Krieske; Dale Gill; Randy Ross
0 Absent: None
MOTION BY Dale Gill and SECOND BY Steve Krieske to approve the City Manager Agreement.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None
0 Abstain: None

10. Adjournment:
Adjourned @ 8:35pm.

ATTEST:             CITY OF CHOCTAW, OK

Amanda Valent, City Clerk                                      Randy Ross, Mayor
Joint Meeting  
City of Choctaw/Choctaw Utilities Authority  
& Choctaw Planning Commission  
Special No. 16  
June 4, 2020 @ 6:00pm  
Choctaw City Hall, 2500 N Choctaw Road  
Choctaw, Oklahoma 73020

MINUTES

In accordance with Senate bill 661, which temporarily modified the Open Meeting Act as approved by Governor Stitt on March 18, 2020, the Choctaw City Council hosted a virtual meeting option for the Regular Meeting of the City Council/Board of Trustees on June 4, 2020 at 7:00pm using the following options:

Teleconference dial in number: +1 301 715 8592  
Conference ID: 879 1917 7494  
Meeting Password: 612024  
Join Meeting:  
https://us02web.zoom.us/j/87919177494?pwd=WkUwanFPWnd6Vjc1WnRYWUFMTG5kQT09

1. Call to Order by the Mayor @ 6:08 pm  
   Roll Call:  
   City Council  
   7 Present: Chad William; Mike Birdsong; Jeannie Abts; Roger Malone; Steve Krieske; Dale Gill; Randy Ross  
   0 Absent: None

   Planning Commission  
   6 Present: Chris Jordan; Jared Kobyluk; Larry Morgan; Jeff Wyatt; Philip Bradshaw; Bobby Pearce  
   0 Absent: None

   Staff Present: Ed Brown, City Manager/Executive Director; Ray Vincent/City Attorney; Amanda Valent/City Clerk; Guy Henson/Development Services Director; Purvi Patel/City Planner
2. Development Services Director Henson and City Planner Patel presented information on the proposed R-75 Single-Family Residential District. They reviewed the Future Development Density Plan and discussed the proposed boundaries of the R-75 Single-Family Residential District. Also discussed were possible applications for a PUD within the district and setback requirements.

10. Adjournment:

    Adjourned @ 6:53pm.

ATTEST:                      CITY OF CHOCTAW, OK

_____________________________              _______________________________
Amanda Valent, City Clerk          Randy Ross, Mayor

ATTEST:                          PLANNING COMMISSION

_____________________________              _______________________________
Amanda Valent, City Clerk          Chris Jordan, Chairman
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Purchase Order</th>
<th>Invoice</th>
<th>Bank Code</th>
<th>Post Date</th>
<th>Description:</th>
<th>Account</th>
<th>Vendor Amount</th>
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<tbody>
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<td>City: 599613 - ABSOLUTE DATA SHREDDING</td>
<td>REQ03784</td>
<td>60007</td>
<td>CITY AP</td>
<td>06/04/2020</td>
<td>SHREDDING SERVICES - CITY HALL</td>
<td>10-100-630500 - MISCELLANEOUS</td>
<td>55.00</td>
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<td>CITY: 01564 - ALCIA NORVELL</td>
<td>REQ03733</td>
<td>REFUND</td>
<td>CITY AP</td>
<td>06/04/2020</td>
<td>PARK DEPOSIT REFUND</td>
<td>50-000-255000 - DEPOSITS LIABILITY</td>
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<td>REQ03723</td>
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<td>Bob Howard Auto Group (CPD/Bob) Svc on PD Vehicles</td>
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<td>8004</td>
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<td>06/04/2020</td>
<td>Signs for House parking lot</td>
<td>50-530-630500 - MISCELLANEOUS</td>
<td>30.00</td>
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<td>CITY: 01565 - BRIAN FPPS</td>
<td>REQ03747</td>
<td>REFUND</td>
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<td>REFUND TEAM LEAGUE REGISTRATION FEE</td>
<td>50-530-622000 - REPAIR &amp; MAINTENANCE SUPPLIES</td>
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Report Total: 11,841.80
# Payroll Summary Register

**Packet**  PYPKT00948 - 20-6-19 CITY PAYROLL
**Payroll Set**  01 - CITY PAYROLL
**Department**  All - All Department Codes

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**Net Pay**  66,644.54

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**Packet**  PYPKT00949 - 20-6-19 CUA PAYROLL
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**Net Pay**  23,151.25

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**Packet**  PYPKT00951 - 20-6-19 FIRE PAYROLL
**Payroll Set**  01 - CITY PAYROLL
**Department**  All - All Department Codes

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Description</th>
<th>Amount</th>
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<td>15,408.90</td>
<td>Total Benefit Allowance</td>
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<td>Total Deductions</td>
<td>2,371.38</td>
<td>Total Employer Expenses</td>
<td>6,487.94</td>
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<tr>
<td>Total Taxes</td>
<td>1,866.28</td>
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<td></td>
<td>Total Direct Deposits</td>
<td>11,169.24</td>
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<tr>
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<td>Total Check Amount</td>
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**Net Pay**  11,169.24

---

**Payroll Summary**

**Pay Period: 5/31/2020 - 6/13/2020**

**Employees Paid**  122

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**Pay Period: 5/31/2020 - 6/13/2020**

**Employees Paid**  122

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**Pay Period: 6/8/2020 - 6/21/2020**

**Employees Paid**  122
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<tr>
<th></th>
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<th>Total Benefit Allowance</th>
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<th>815.92</th>
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<td>Total Deductions</td>
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<td>Total Direct Deposits</td>
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</table>
Monthly Report for May 2020

140  Run Reports  (Report Attached)
33   Hydrant Tests (Report Attached)
     Fire/Occupancy Inspections (rescheduled due to COVID)
  2   Storm Shelters
  2   Smoke Alarms Given Out
## Incident Type Report (Summary)

### Alarm Date Between {05/01/2020} And {05/31/2020}

<table>
<thead>
<tr>
<th>Incident Type</th>
<th>Count</th>
<th>Pct of Incidents</th>
<th>Total Est Loss</th>
<th>Pct of Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Fire</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>138 Off-road vehicle or heavy equipment fire</td>
<td>1</td>
<td>0.71%</td>
<td>$1,500</td>
<td>100.00%</td>
</tr>
<tr>
<td>151 Outside rubbish, trash or waste fire</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2</td>
<td>1.42%</td>
<td>$1,500</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>3 Rescue &amp; Emergency Medical Service Incident</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>321 EMS call, excluding vehicle accident with</td>
<td>98</td>
<td>70.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>322 Motor vehicle accident with injuries</td>
<td>2</td>
<td>1.42%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
<td>71.42%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>4 Hazardous Condition (No Fire)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>412 Gas leak (natural gas or LPG)</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>444 Power line down</td>
<td>11</td>
<td>7.85%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>461 Building or structure weakened or collapsed</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>13</td>
<td>9.28%</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td><strong>5 Service Call</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>542 Animal rescue</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>561 Unauthorized burning</td>
<td>3</td>
<td>2.14%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4</td>
<td>2.85%</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td><strong>6 Good Intent Call</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>611 Dispatched &amp; cancelled en route</td>
<td>4</td>
<td>2.85%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>622 No Incident found on arrival at dispatch</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td>631 Authorized controlled burning</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>651 Smoke scare, odor of smoke</td>
<td>3</td>
<td>2.14%</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td><strong>Total</strong></td>
<td>9</td>
<td>6.42%</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td><strong>7 False Alarm &amp; False Call</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>733 Smoke detector activation due to</td>
<td>2</td>
<td>1.42%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>735 Alarm system sounded due to malfunction</td>
<td>2</td>
<td>1.42%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>743 Smoke detector activation, no fire -</td>
<td>1</td>
<td>0.71%</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td><strong>Total</strong></td>
<td>5</td>
<td>3.57%</td>
<td>$0</td>
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<tr>
<td><strong>8 Severe Weather &amp; Natural Disaster</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>800 Severe weather or natural disaster, Other</td>
<td>7</td>
<td>5.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Incident Type</td>
<td>Pct of Count Incidents</td>
<td>Total Est Loss</td>
<td>Pct of Losses</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------</td>
<td>----------------</td>
<td>---------------</td>
<td></td>
</tr>
<tr>
<td>8 Severe Weather &amp; Natural Disaster</td>
<td>5.00%</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
</tr>
</tbody>
</table>

Total Incident Count: 140

Total Est Loss: $1,500
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<tr>
<th>Time</th>
<th>Type</th>
<th>Record Id</th>
<th>Description/Location</th>
<th>Staff Hrs</th>
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</thead>
<tbody>
<tr>
<td>Thu May 21, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| HYDR       | 22   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 22, Cypress PL & Ash RD                  | 0.00      |
| HYDR       | 23   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 23, E Reno AVE & Pinetree RD                | 0.00      |
| HYDR       | 24   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 24, 300 Pinetree RD                         | 0.00      |
| HYDR       | 25   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 25, Sycamore LANE & Pinetree RD             | 0.00      |
| HYDR       | 26   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 26, Ash RD & Tamarack PL                    | 0.00      |
| HYDR       | 102  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 102, 13501 E Reno AVE                       | 0.00      |
| HYDR       | 100  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 100, 13650 E Reno AVE                      | 0.00      |
| HYDR       | 99   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 99, 13770 E Reno AVE                       | 0.00      |
| HYDR       | 98   | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 98, 13900 E Reno AVE                       | 0.00      |
| HYDR       | 101  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 101, 13602 E Reno AVE                     | 0.00      |
| HYDR       | 197  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 197, E Reno AVE                            | 0.00      |
| HYDR       | 198  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 198, 13400 Carnegie CT                      | 0.00      |
| HYDR       | 199  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 199, 13381 Prestwick CIR                   | 0.00      |
| HYDR       | 200  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 200, 200 Castle Gate DR                    | 0.00      |
| HYDR       | 201  | Station 1 Shift 1 | Flow Test, Flushed, Inspected  
Hydrant# 201, Castle Creek DR & Glen Eagle PL       | 0.00      |
<table>
<thead>
<tr>
<th>Time</th>
<th>Type</th>
<th>Record Id</th>
<th>Description/Location</th>
<th>Staff Hrs</th>
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</thead>
<tbody>
<tr>
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<td>209</td>
<td>Flow Test, Flushed, Inspected</td>
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<tr>
<td></td>
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<td>Shift 1</td>
<td>Hydrant # 209, 13382 Glen Eagle PL</td>
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<tr>
<td></td>
<td>HYDR</td>
<td>291</td>
<td>Flow Test, Flushed, Inspected</td>
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<tr>
<td></td>
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<td>Shift 1</td>
<td>Hydrant # 291, 118 Oakridge DR</td>
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<td>HYDR</td>
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<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 292, 140 Oakridge DR</td>
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<tr>
<td></td>
<td>HYDR</td>
<td>293</td>
<td>Flow Test, Flushed, Inspected</td>
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<tr>
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<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 293, 13090 Oakridge CT</td>
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<tr>
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<tr>
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<td>Shift 1</td>
<td>Hydrant # 294, 13119 Oakridge CT</td>
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<tr>
<td></td>
<td>HYDR</td>
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<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
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<td>295</td>
<td>Inspected</td>
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<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 295, 234 Oakridge DR</td>
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<tr>
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<td>Shift 1</td>
<td>Hydrant # 325, 13480 Cypress PL</td>
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<td>Hydrant # 344, 1075 N Henney RD</td>
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<tr>
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<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 345, 13800 NE 10 ST</td>
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<tr>
<td></td>
<td>HYDR</td>
<td>346</td>
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<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 346, 13600 NE 10 ST</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HYDR</td>
<td>347</td>
<td>Flow Test, Flushed, Inspected</td>
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<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 347, 13239 NE 10 ST</td>
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<td>HYDR</td>
<td>348</td>
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<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 348, 13240 NE 10 ST</td>
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<tr>
<td></td>
<td>HYDR</td>
<td>349</td>
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<tr>
<td></td>
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<td>Shift 1</td>
<td>Hydrant # 349, 1311 N Hiwassee RD</td>
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<tr>
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<td>HYDR</td>
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<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant # 350, 13880 NE 10 ST</td>
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<tr>
<td>Time</td>
<td>Type</td>
<td>Record Id</td>
<td>Description/Location</td>
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<tr>
<td>Thu May 21, 2020</td>
<td>HYDR</td>
<td>351</td>
<td>Flow Test, Flushed, Inspected</td>
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</tr>
<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant# 351, 13000 NE 10 ST</td>
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<tr>
<td></td>
<td>HYDR</td>
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<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant# 352, 846 N Hiwassee RD</td>
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<tr>
<td></td>
<td>HYDR</td>
<td>353</td>
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</tr>
<tr>
<td></td>
<td>Station 1</td>
<td>Shift 1</td>
<td>Hydrant# 353, 472 N Hiwassee RD</td>
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</table>

**Total Entries:** 33  
**Total Staff Hrs:** 0.00
05/01/2020 - 05/31/2020

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<tr>
<th>Permit Date</th>
<th>Choctaw Permit Number</th>
<th>Project Description</th>
<th>Residential/Commercial</th>
<th>Parcel Address</th>
<th>Applicant Name</th>
<th>Phone Number</th>
<th>Square Feet</th>
<th>Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/11/2020</td>
<td>2005052</td>
<td>B-Storm Shelter</td>
<td>Residential</td>
<td>52 Castle Gate Dr</td>
<td>Richard Martin</td>
<td>824-6630</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5/7/2020</td>
<td>2005033</td>
<td>B-Storm Shelter</td>
<td>Residential</td>
<td>14351 Redvine Rd</td>
<td>Jason Ricks</td>
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<td></td>
<td></td>
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</table>

Group Total: 2

Total Records: 2

6/1/2020
May 2020 Numbers – Choctaw PD

Alarm - 51

Assist – 22

Animal Control - 30
  DA - 2
  Took Home -
  Unfounded – 19
  Talk to Owner - 5
  Nicoma Park - 1
  Cat Bite -
  Dog Bite -
  Snake - 1
  MWC Shelter –
  Fur Ever Friends -
  Put Back in Yard -
  Put Horses up -
  Put Cow up -
  Trap -
  Citizens Complaint -
  Deer Call -
  Written Warning -
  Ticket -
  Assist Other Agency -
  Report -
  Welfare Check -
  Wild Pig -
  Misc. –2

Accident - 25
  Injury - 3
  Non-Injury - 17
  Hit - 3
  Unknown – 2
  Property -
  Fatality –

Civil Standby – 4

Death Cases - 1
  Accidental Death- 0
  Natural - 1
  Suicide - 0
  Shooting - 0
  Unattended Death –

Escorts - 1
Extra Patrols - 2

Miscellaneous - 218

Citizen Complaints – 4
Fireworks -
Noise – (1-music & language) (1-reason not listed) (1-power saw) (1-loud music)
Animal -

Reckless Driver - 23

School Resource Officer -

Suspicious Person/Vehicle/Activity – 55
  Person - 12
  Vehicle - 18
  Activity – 25

Traffic - 137

Transport Prisoner -

Warrant - 1

Welfare Checks - 17

Total Calls – 590

Total Reports – 88
  Incident – 71
  Accident - 17
<table>
<thead>
<tr>
<th>Ward</th>
<th>Work Order #</th>
<th>Work Order Date</th>
<th>Main Status</th>
<th>Parent Work Order</th>
<th>Request Type</th>
<th>Assigned Department</th>
<th>Work Type</th>
<th>Work Address/Location</th>
<th>Work Description</th>
<th>Date Closed</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>942</td>
<td>5/6/2020</td>
<td>Closed</td>
<td>0</td>
<td>Internal</td>
<td>Water/Wastewater</td>
<td>Scheduled Maintenance</td>
<td>All lift stations</td>
<td>Monthly Lift Stations - check sludge level</td>
<td>5/13/2020</td>
</tr>
<tr>
<td></td>
<td>947</td>
<td>5/13/2020</td>
<td>Closed</td>
<td>0</td>
<td>Internal</td>
<td>Water/Wastewater</td>
<td>Install new water service tap</td>
<td>1712 n harper</td>
<td>New service</td>
<td>5/14/2020</td>
</tr>
<tr>
<td></td>
<td>948</td>
<td>5/14/2020</td>
<td>Closed</td>
<td>0</td>
<td>Other</td>
<td>Other</td>
<td>14903 new 36th st</td>
<td>Moved a meter box outside the fence.....used 3/4 tuff tube......3ft 2-3/4 PVC to cts 1-3/4 meter flange 1-3/4 cutoff meter flange 4 gaskets 1-3/4 resetter 4-3/4 inserts</td>
<td>5/14/2020</td>
<td></td>
</tr>
<tr>
<td></td>
<td>962</td>
<td>5/26/2020</td>
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<td>946</td>
<td>5/13/2020</td>
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<td>Water/Wastewater</td>
<td>Camera line Walnut Ln (off Choctaw Rd, near EOC-Tech) camera and inspect new sewer main</td>
<td>5/14/2020</td>
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<td>951</td>
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<td>Water/Wastewater</td>
<td>Sewer line clogged CVS flush sewer main</td>
<td>5/19/2020</td>
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<td>Water Line Repair 14803 NE 23RD ST. Repair busted water main</td>
<td>5/20/2020</td>
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<td>967</td>
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<td>Water/Wastewater</td>
<td>Other 4105 Fox Ridge Rd Contractor tore up meter boxes</td>
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<td>Water/Wastewater</td>
<td>Riser 3305 Cox Cir customer wants meter raised</td>
<td>6/11/2020</td>
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<td>970</td>
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<td>Citizen</td>
<td>Water/Wastewater</td>
<td>Leak check 14558 Larry St. Fix leaking shutoff in meter box</td>
<td>5/27/2020</td>
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<td>Citizen</td>
<td>Water/Wastewater</td>
<td>Sewer back-up 3520 Elizabeth Sewer Call</td>
<td>5/28/2020</td>
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<td>2</td>
<td>933</td>
<td>5/1/2020</td>
<td>Work in Progress</td>
<td>Water/Wastewater</td>
<td>Install meter Golf Course Install meters for irrigation wells @ golf course</td>
<td>5/15/2020</td>
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<td>940</td>
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<td>Water/Wastewater</td>
<td>Scheduled Maintenance All manholes from 23rd Street Plaza to CVS Check manholes and treat when necessary</td>
<td>5/15/2020</td>
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<td>Water/Wastewater</td>
<td>Scheduled Maintenance - All manholes from 23rd Street Plaza to CVS</td>
<td>5/13/2020</td>
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<td>2</td>
<td>945</td>
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<td>Work in Progress</td>
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<td>Water/Wastewater</td>
<td>Sewer main repair - 13279 Fairway Dr</td>
<td>5/29/2020</td>
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<td>936</td>
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<td>New</td>
<td>Citizen</td>
<td>Streets</td>
<td>Street Repair - 16445 E Reno Ave</td>
<td>1/1/1900</td>
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<td>3</td>
<td>944</td>
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<td>Internal</td>
<td>Water/Wastewater</td>
<td>Hydrant - 1317 Indian Meridian</td>
<td>6/1/2020</td>
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<td>949</td>
<td>5/18/2020</td>
<td>Closed</td>
<td>Citizen</td>
<td>Streets</td>
<td>Other - 15881 Kent</td>
<td>5/22/2020</td>
<td></td>
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<td>950</td>
<td>5/18/2020</td>
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<td>Citizen</td>
<td>Streets</td>
<td>Sign Repair - Indian Meridian and Kent St</td>
<td>5/18/2020</td>
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<tr>
<td>952</td>
<td>5/19/2020</td>
<td>Closed</td>
<td>Streets</td>
<td>Pot Hole Repair south 100 ft from 1529 N TRIPLE X RD west side has widened, getting worse, please fill.</td>
<td></td>
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<td>5/21/2020</td>
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<tr>
<td>954</td>
<td>5/19/2020</td>
<td>Work in Progress</td>
<td>Streets</td>
<td>Pot Hole Repair Timber Ridge Dr Pothole Repair.</td>
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<td>955</td>
<td>5/20/2020</td>
<td>Work in Progress</td>
<td>Streets</td>
<td>Street Repair 467 Murray Drive depression like potholes here and across the street as well.</td>
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<td>1/1/1900</td>
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<td>956</td>
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<td>Work in Progress</td>
<td>Streets</td>
<td>Pot Hole Repair Murray Drive Numerous potholes at south end at least.</td>
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<td>958</td>
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<td>Water/Wastewater</td>
<td>Install meter 560 Silver Tree Dr. Install meter</td>
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<td>5/20/2020</td>
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<tr>
<td>961</td>
<td>5/26/2020</td>
<td>New</td>
<td>Streets</td>
<td>Other 16701 Park Lane Tree leaning on Tin Horn.</td>
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<td></td>
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<tr>
<td>969</td>
<td>5/28/2020</td>
<td>Closed</td>
<td>Internal</td>
<td>Streets Other 10 acre lake Clean up trash and debris dumped at the lake.</td>
<td></td>
<td></td>
<td>5/26/2020</td>
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<tr>
<td>932</td>
<td>5/1/2020</td>
<td>New</td>
<td>Streets</td>
<td>Drainage NWC of 10th &amp; Hiwassee rework / shape to get proper flow.</td>
<td></td>
<td></td>
<td>1/1/1900</td>
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<tr>
<td>934</td>
<td>5/4/2020</td>
<td>New</td>
<td>Citizen</td>
<td>Streets Drainage 361 Pine Tree Rd dirt / silt piled up at drain where it crosses under Pine Tree</td>
<td></td>
<td></td>
<td>1/1/1900</td>
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<td>935</td>
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<td>Closed</td>
<td>0 Citizen</td>
<td>Streets</td>
<td>Drainage</td>
<td>365 Old Branch Rd; tin horn issue / question; developer told him City issue, make sure it is or not first</td>
<td>5/6/2020</td>
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<td>4</td>
<td>938</td>
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<td>Closed</td>
<td>0 Citizen</td>
<td>Streets</td>
<td>Other</td>
<td>Forest Lane, off Henney between 10th &amp; Reno; about halfway down the street there at least two wood piles that are in the road now, before a hill</td>
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<td>4</td>
<td>953</td>
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<td>Deleted</td>
<td>0 Citizen</td>
<td>Streets</td>
<td>Other</td>
<td>14600 Sunset Circle; Remove dirt and debris pile, road washed out and repaired</td>
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<tr>
<td>4</td>
<td>963</td>
<td>5/26/2020</td>
<td>New</td>
<td>0 Internal</td>
<td>Water/Wastewater</td>
<td>Other</td>
<td>915 Twisted Oak; Valve stop on setter is broken</td>
<td>1/1/1900</td>
<td></td>
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<tr>
<td>4</td>
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<td>0 Internal</td>
<td>Water/Wastewater</td>
<td>Other</td>
<td>915 Twisted Oak; Valve stop on setter is broken</td>
<td></td>
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<tr>
<td>4</td>
<td>965</td>
<td>5/26/2020</td>
<td>Deleted</td>
<td>0 Internal</td>
<td>Water/Wastewater</td>
<td>Other</td>
<td>915 Twisted Oak; Valve stop on setter is broken</td>
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<td>0 Internal</td>
<td>Water/Wastewater</td>
<td>Other</td>
<td>915 Twisted Oak; Valve stop on setter is broken</td>
<td>1/1/1900</td>
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<td>973</td>
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<td>0 Internal</td>
<td>Water/Wastewater</td>
<td>Riser</td>
<td>907 Oak Park; riser needed, request</td>
<td>6/11/2020</td>
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<td>5</td>
<td>937</td>
<td>5/4/2020</td>
<td>New</td>
<td>Citizen Streets Other</td>
<td>rainwater run-off problems, has questions on how to fix, check to see if City issue first</td>
<td>669 Henney Rd</td>
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<td>972</td>
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<td>New</td>
<td>Internal Water/Wastewater</td>
<td>Install new water service tap</td>
<td>15152 SE 15th st</td>
<td>install service and meter, requires road bore</td>
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<tr>
<td>6</td>
<td>931</td>
<td>5/1/2020</td>
<td>Work in Progress</td>
<td>Citizen Streets Drainage</td>
<td>dig out bar ditch</td>
<td>15665 SE 15TH ST</td>
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<td>939</td>
<td>5/5/2020</td>
<td>New</td>
<td>Citizen Streets Street Repair</td>
<td>Two holes that keep getting bigger with each patch; please evaluate for a fix not a patch?</td>
<td>West Circle Drive</td>
<td>W Circle Drive</td>
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<tr>
<td>6</td>
<td>960</td>
<td>5/20/2020</td>
<td>Closed</td>
<td>Citizen Streets Other</td>
<td>tree down in the road, can we help remove it?</td>
<td>W Circle Drive</td>
<td>5/20/2020</td>
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<tr>
<td>6</td>
<td>959</td>
<td>5/21/2020</td>
<td>Closed</td>
<td>Citizen Streets Drainage</td>
<td>Dig out drainage</td>
<td>15104 SE 15th</td>
<td>5/21/2020</td>
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