

**AGENDA**  
**JENKS PLANNING COMMISSION**  
**THURSDAY, JANUARY 8, 2026, 6:00 PM**  
**JENKS CITY HALL, 211 NORTH ELM**

**If you require special accommodations pursuant to the Americans with Disabilities Act, please notify the City Clerk's Office at (918) 299-5883 or email [agendas@jenksok.org](mailto:agendas@jenksok.org).**

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**BUSINESS**

Official action can only be taken on items which appear on the agenda. The Planning Commission may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item (except for Item 1).

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
  - A. Approve minutes of the regular meeting held on December 04, 2025
  - B. Approve JL 25-415 - 1217 W 108th St, a Minor Subdivision (lot split & combination) in Creek's Edge. General Location: 1217 W 108th St
  - C. Approve JL 25-416, a Minor Subdivision (lot split) at 1866 N Ash St.
  - D. Approve Plat 25-20, the Preliminary Plat for The Hideaway. General Location: Half mile south of 131st and half mile west of Harvard
2. Consideration and appropriate action relating to items removed from the Consent Agenda
3. Updates to Chapter 16 Article 7 – Sign Standards
4. Updates to Chapter 16 Article 3 - Base District Specific Standards, Article 5 - Use Specific Standards, and Article 11 - Definitions, to update food truck regulations.

**OTHER BUSINESS**

1. Planning Updates

**ADJOURNMENT**

**MINUTES**  
**JENKS PLANNING COMMISSION**  
**THURSDAY, DECEMBER 4, 2025, 6:00 PM**  
**JENKS CITY HALL, 211 NORTH ELM**

CALL TO ORDER

The Jenks Planning Commission was called to order at 6:00 p.m. on December 04, 2025, by Chair Scott West.

ROLL CALL

**Present**

Criag Bowman  
Rob Sellers  
Greg Nixon  
Ray Stephens  
Chair Scott West

**Absent**

Gina Wilson  
Amy Bors

INVOCATION

Mitch Wilburn from Park Church provided the invocation.

PLEDGE OF ALLEGIANCE

Was given.

BUSINESS

1. Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under “Consent” are considered by the Commission to be routine and will be enacted by one motion. Any Commissioner may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)
  - A. Approve minutes of the regular meeting held on November 06, 2025.
  - B. Approve JZ 25 PUD 148.mi2 - A Minor Amendment to PUD 148 to amend the minimum and maximum allowed square footage for homes. General Location: 111th St, west of HWY 75.
  - C. Continue Amendments to Article 3 (Base District Specific Standards) and Article 7 (Sign Standards) of the Unified Development Ordinance to the January 08, 2026 Planning Commission Meeting.
  - D. Approve JL 25-414 - a request for a minor subdivision/lot combination. General Location: 683 W 113th Ct.

Rob Sellers made a motion to approve Item 1. Craig Bowman seconded the motion. A roll call vote of members was taken as follows:  
Yes: Craig Bowman, Greg Nixon, Ray Stephens, Rob Sellers, Scott West  
No: None  
Motion Carried.
2. Consideration and appropriate action relating to items removed from the Consent Agenda

Withdrawn.

3. JZ 25-700: a zone change from AG (Agriculture) to RS-1 (Residential Single Family) and lot line adjustment. General Location: 2300 W 91st St  
Planning Director Marcae Hilton introduced Item 3 and answered questions. Josh Rylander (6120 S Memorial) was available for questions from the Commission. Craig Bowman made a motion to approve Item 3. Greg Nixon seconded the motion. A roll call vote of members was taken as follows:  
Yes: Craig Bowman, Greg Nixon, Ray Stephens, Rob Sellers, Scott West  
No: None  
Motion Carried.
4. Parking Relief for Triple H Properties, allowing for a reduction in parking from requirements in the Unified Development Ordinance. General Location: 2517 W 121st St S.  
Planning Director Marcae Hilton introduced Item 4 and answered questions. *Craig Bowman stepped out at 6:29 p.m. and returned at 6:30 p.m.* Amy Harris (2517 W 121st; applicant) addressed the Commission and answered questions. Rob Sellers made a motion to approve Item 4. Ray Stephens seconded the motion. A roll call vote of members was taken as follows:  
Yes: Craig Bowman, Ray Stephens, Rob Sellers, Scott West  
No: Greg Nixon  
Motion Carried.
5. Final Plat for 121 Crossing. General Location: 2517 W 121st St S.  
Craig Bowman made a motion to Approve Item 5. Ray Stephens seconded the motion. A roll call vote of members was taken as follows:  
Yes: Craig Bowman, Ray Stephens, Rob Sellers, Scott West  
No: Greg Nixon  
Motion Carried.
6. Approve JZ 25-97.mi2 - a request for a Minor Amendment to amend signage requirements. General Location: SW Corner 114th Street and South Union Avenue  
Planning Director Marcae Hilton introduced Item 6 and answered questions. Robert Bell (P.O. Box 688) addressed the Commission about the application and answered questions. Greg Nixon made a motion to approve Item 6. Rob Sellers seconded the motion. A roll call vote of members was taken as follows:  
Yes: Craig Bowman, Greg Nixon, Ray Stephens, Rob Sellers, Scott West  
No: None  
Motion Carried.

#### OTHER BUSINESS

1. Planning Updates  
Planning Director Marcae Hilton gave the Planning Update.

#### ADJOURNMENT

Jenks Planning Commission adjourned at 08:43 PM.

To Chair, Dr. Scott West & Planning Commission  
 Hearing Date January 08, 2026  
 Case Number JL 25 – 415  
 Request Minor Subdivision (Lot Split & Combination)  
 Location 1217 W 108<sup>th</sup> St  
 Applicant Dane Trout

Staff Report Preparer | Marcaé Hilton, BM

Attachments Preparer  
 Exhibits and Legals Trout Land Surveying

## Background Information

**STAFF COMMENTARY** | This application is for a Minor Subdivision or more specifically a “lot split & combination” or “lot line adjustment” on behalf of the owner. The lots in question are Lots 5 and 6 Block 1 of the Creek’s Edge plat. Both lots are owned by Mr. & Mrs. Illingworth. They are seeking this lot split and combo to sell the balance of Lot 6. Currently, the driveway into their home is primarily on lot 6, this lot split/combo will clean up the legal description for a cleaner title.

## PLANNING & ASSESSOR DATA

Request Minor Subdivision | Lot Split & Combination  
 Public Comment None at the time of this report.  
 Account # R60585822533280  
 Owner ILLINGWORTH, SHANNON & BREANNA  
 Property Address 1218 W 108 ST S  
 Zoning RS-1, Residential Single-Family (Ordinance 1195,1402, 1470)  
 Subdivision CREEK'S EDGE

Table 16-3-1(A): Residential District Bulk and Dimensional Standards			
Standard	RS1	Parcel A Existing Home	Parcel B Potential New Home
Lot Area (sqft)	10,000	58,35.44	16,409.25
Lot Area/DU (sqft)	10,000	N/A	N/A

Lot Width (ft)	70	99	70
Front (ft)	25	30+	TBD
Exterior Side (ft)	20	N/A	N/A
Interior Side (ft)	15 (1)	15 (may include reserve area?)	TBD
Rear (ft)	25	97+	TBD
Height (ft)	35	35 (?)	TBD
Impervious Surface Coverage	45%	Unknown	TBD
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.			
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.			
(3) Garages shall be setback a minimum of 25 feet from the front property line.			

*Sec. 16-8-4. Subdivision Procedures.*

*(C) Lot Splits. Subdivisions containing three or fewer lots defined as "lot splits" in these regulations, may be excepted by City Council from all or part of the procedural provisions applicable for Major or Minor Subdivisions. The number of lots for purposes of determination of status as a lot split shall be counted cumulatively from the date of adoption of these regulations with respect to each parcel, provided that for the preservation of the spirit of these regulations, any and all parcels that have been similarly divided upon review of the Planning Commission under the provisions of previous subdivision regulations shall be counted into the cumulative total for the determination of eligibility for consideration of a request for treatment as a lot split.*

*Sec. 16-8-4. Subdivision Procedures.*

*(D) Minor Subdivisions.*

- (1) Purpose. A Minor Subdivision is a subdivision in which any of the following conditions exist:*
  - (a) Subdivisions resulting in more than three but less than six lots and the entire property to be subdivided is ten acres or less,*
  - (b) Subdivision solely for the creation of public right-of-way or other public tracts,*
  - (c) **Consolidation (such as a lot combination or lot tie) of two or more lots on a filed final plat into fewer lots,***
  - (d) Lot line or boundary adjustments to a filed final plat, or*
  - (e) Correction of errors or omissions on a filed final plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.*
- (2) Minor Subdivision Review Criteria.*
  - (a) Comprehensive Plan Alignment. The Minor Subdivision is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.*
  - (b) UDO Compliance. The Minor Subdivision is consistent with the provisions of the UDO and the governing district.*
  - (c) Lot Characteristics.*
    - Lot dimensions and area shall either conform with the requirements of this UDO or a Variance of such requirements must be obtained from the Board of Adjustment.*
    - Where public water and/or public sanitary sewer is not available, appropriate tests shall be conducted by the health department or its assigns to determine the proposed lots suitability for a private sewage disposal device. Each proposed lot shall meet the minimum standards of the health department.*

- (3) *Easements. Where a Minor Subdivision will result in a lot having inadequate access to utility easements, dedication of easements will be required in accordance with the requirements of the City Planner and the Planning Commission.*
- (4) *Access and Streets.*
  - (a) *Where a tract to be split is controlled by non-access provisions, no lot shall be approved where such provision will preclude access for said lot.*
  - (b) *The splitting of land shall provide each lot with access to a public street or highway, so that the convenience of the lot owner or user is assured.*
  - (c) *Where land to be split contains, within its boundaries, areas designated for street right-of-way on the Jenks City-County Major Street and Highway Plan, the split shall not be approved where street rights-of-way fail to conform to said plan except, upon a finding that:*
    - All utilities are in place and the additional right-of-way is not required for utility placement and,*
    - The public has, by virtue of statutory easement suitable roadway dedication, right-of-way sufficient to allow the placement of pavement of a width necessary to meet the standards of the street plan for the particular street involved.*
- (5) *Action by the Planning Commission. The Planning Commission shall evaluate the proposed Minor Subdivision, and after consideration of the City Planner report shall approve, approve with modifications, or deny the Minor Subdivision based on the applicable review criteria and in accordance with applicable state law.*



Figure 1: INCOG Zoning Map



Figure 2: Google Earth Photo so subject house.

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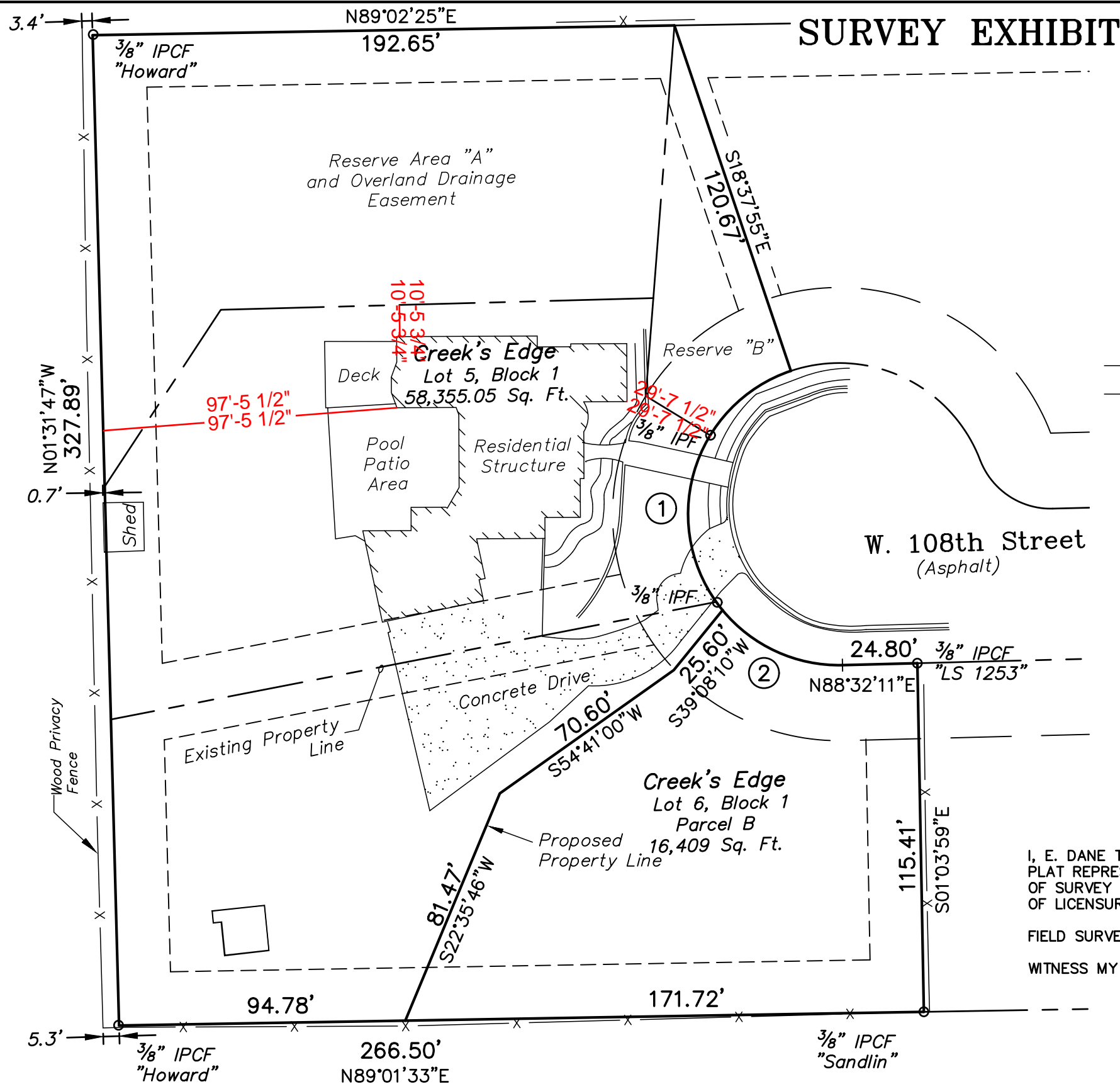
## Staff Evaluation & Recommendation

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**Evaluation** | Staff recommends conditional approval of this request for a Lot Combination.

**Recommendation** | *Staff recommends conditional approval of JL 25-415 with the following conditions:*

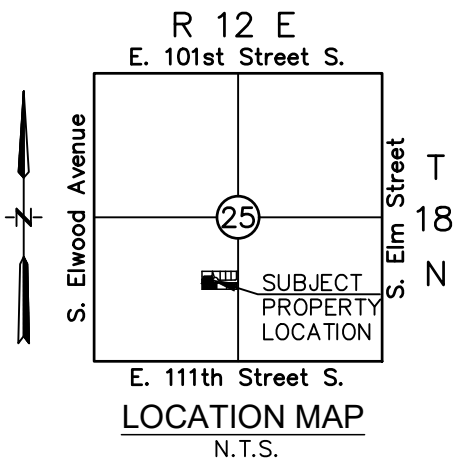
1. *Deeds are filed with Tulsa County.*
2. *Provide City Planner with copy of recorded Deeds.*
3. *Provide updated Impervious Surface document for approval and before Certificate of Occupancy.*



# SURVEY EXHIBIT

## Legend

- *IPCS* 3/8" IRON PIN W/ CAP SET 'PLS 1893'
- *IPF* IRON PIN FOUND
- ◆ *MAGS* MAG NAIL SET W/ WASHER 'PLS 1893'
- x — x — EXISTING FENCE
- U/E UTILITY EASEMENT
- ⊙ FIRE HYDRANT
- ⊞ WATER METER
- W — WATER LINE
- S — SANITARY SEWER LINE
- ⊙ *SSMH* SANITARY SEWER MH
- ⊞ *XFMR* ELECTRIC TRANSFORMER



CURVE TABLE				
#	Arc Len.	Radius	Chord Len.	Chord Bearing
C1	96.74'	50.00'	82.35'	S15°56'25"W
C2	45.20'	50.00'	43.68'	S63°23'14"E

Scale:  
1 inch = 40 feet

I, E. DANE TROUT, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A TRUE AND ACCURATE SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS, AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

FIELD SURVEY WAS COMPLETED OCTOBER 27, 2025.  
WITNESS MY HAND AND SEAL THIS 28th DAY OF OCTOBER, 2025.

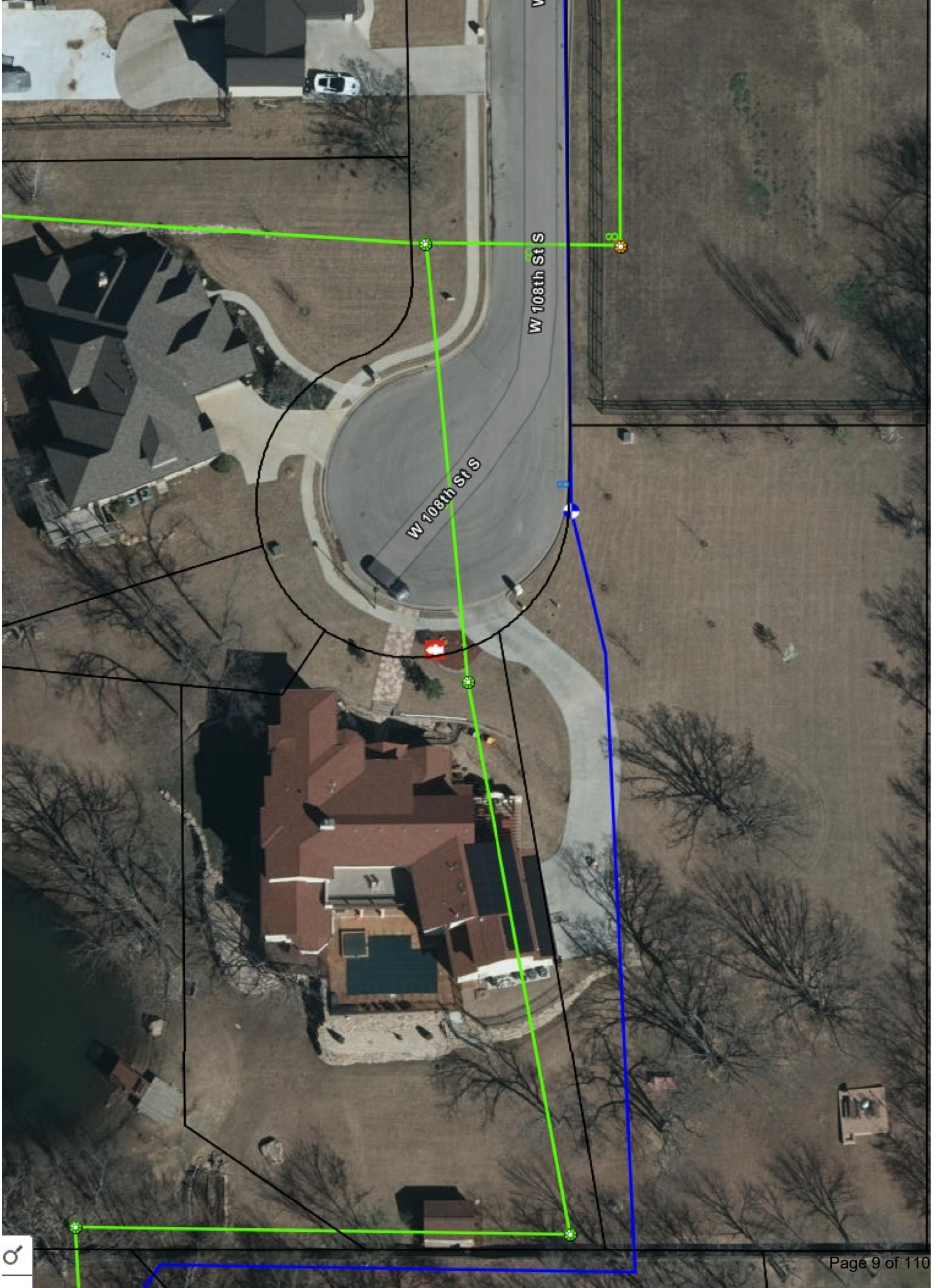


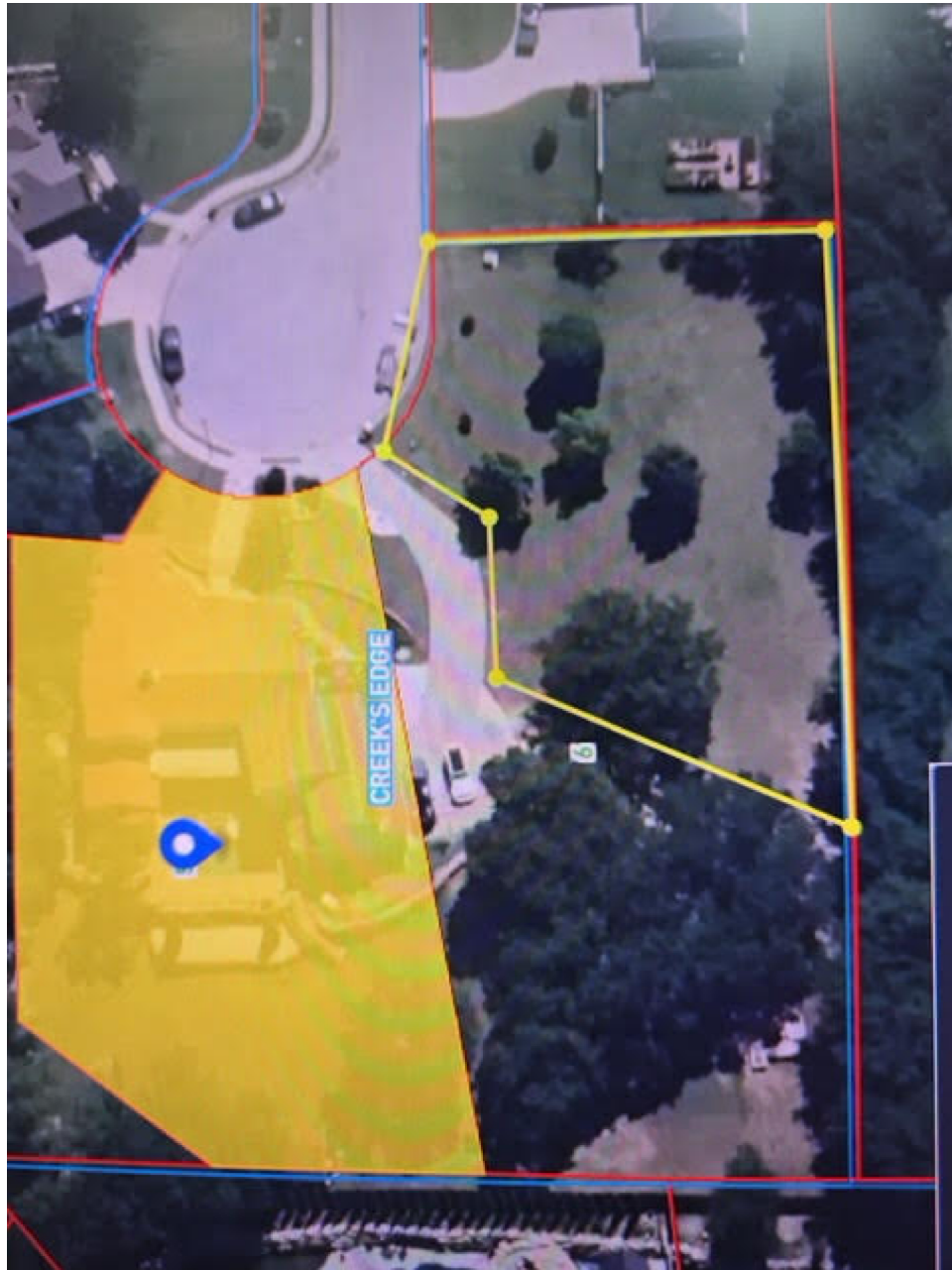
- NOTES:
- BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3501, NAD 83 (2011).
  - THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENT OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE, EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.

TROUT

LAND SURVEYING, LLC

918.734.3423 • 807 N. Birch St. Jenks, OK 74037  
CA 7312 (LS) Exp. 6-30-2027







**ENGINEER/SURVEYOR:**  
 HOWARD CONSULTING  
 9900 W. 128TH ST. SO.  
 OKTAHA, OKLAHOMA 74450  
 918-686-0564  
 C.A. NO. 3545  
 EXP. DATE: 6/30/09

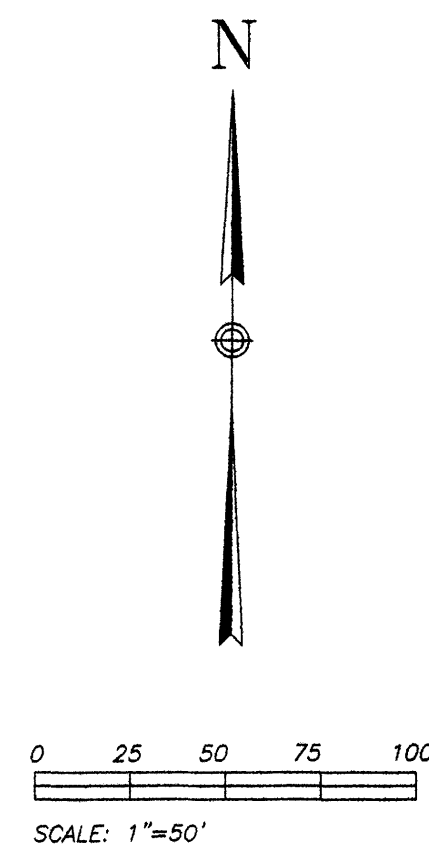
**OWNER:**  
 RESTORE AND MORE, INC.  
 1217 W. MAIN ST.  
 JENKS, OK. 74037  
 1-918-798-6673  
 CONTACT: BILL WESTMORELAND

FINAL PLAT  
**CREEK'S EDGE**  
 AN ADDITION IN THE NE/4 OF THE SW/4  
 OF SECTION 25, T-18-N, R-12-E, CITY OF  
 JENKS, TULSA COUNTY, STATE OF OKLAHOMA.

FINAL PLAT  
 CERTIFICATE OF APPROVAL  
 I hereby certify that this plat was approved  
 by the City Council of the City of Jenks on  
August 20, 2007  
 By: \_\_\_\_\_  
 Mayor - Vice Mayor

PLAT NO.  
 \_\_\_\_\_

This approval is void if the above signature  
 is not endorsed by the City Manager  
 By: Mike Timka  
 City Manager

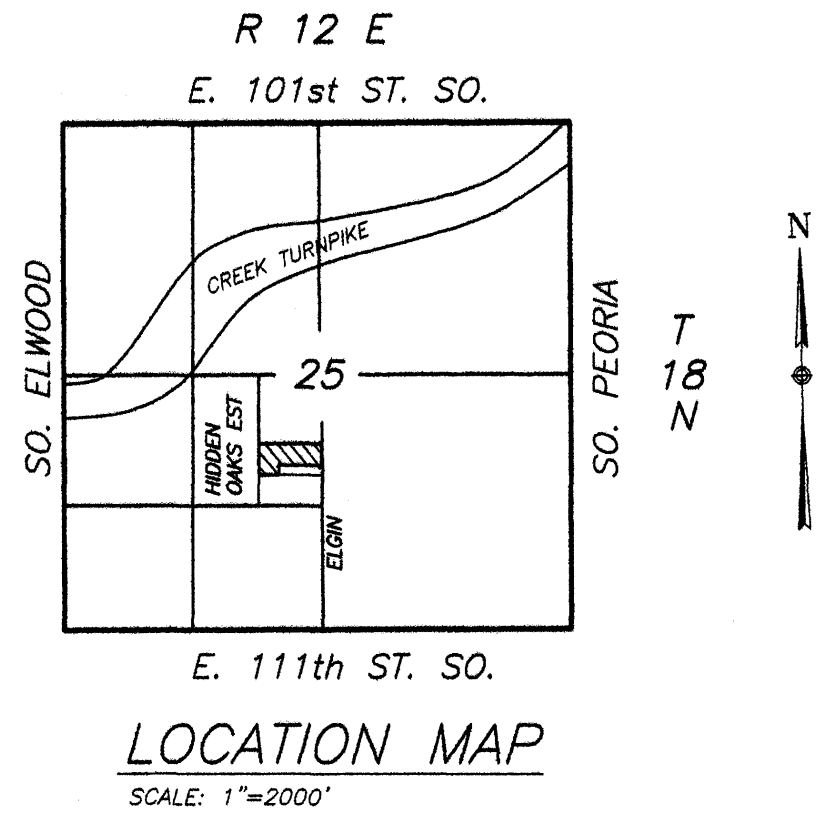
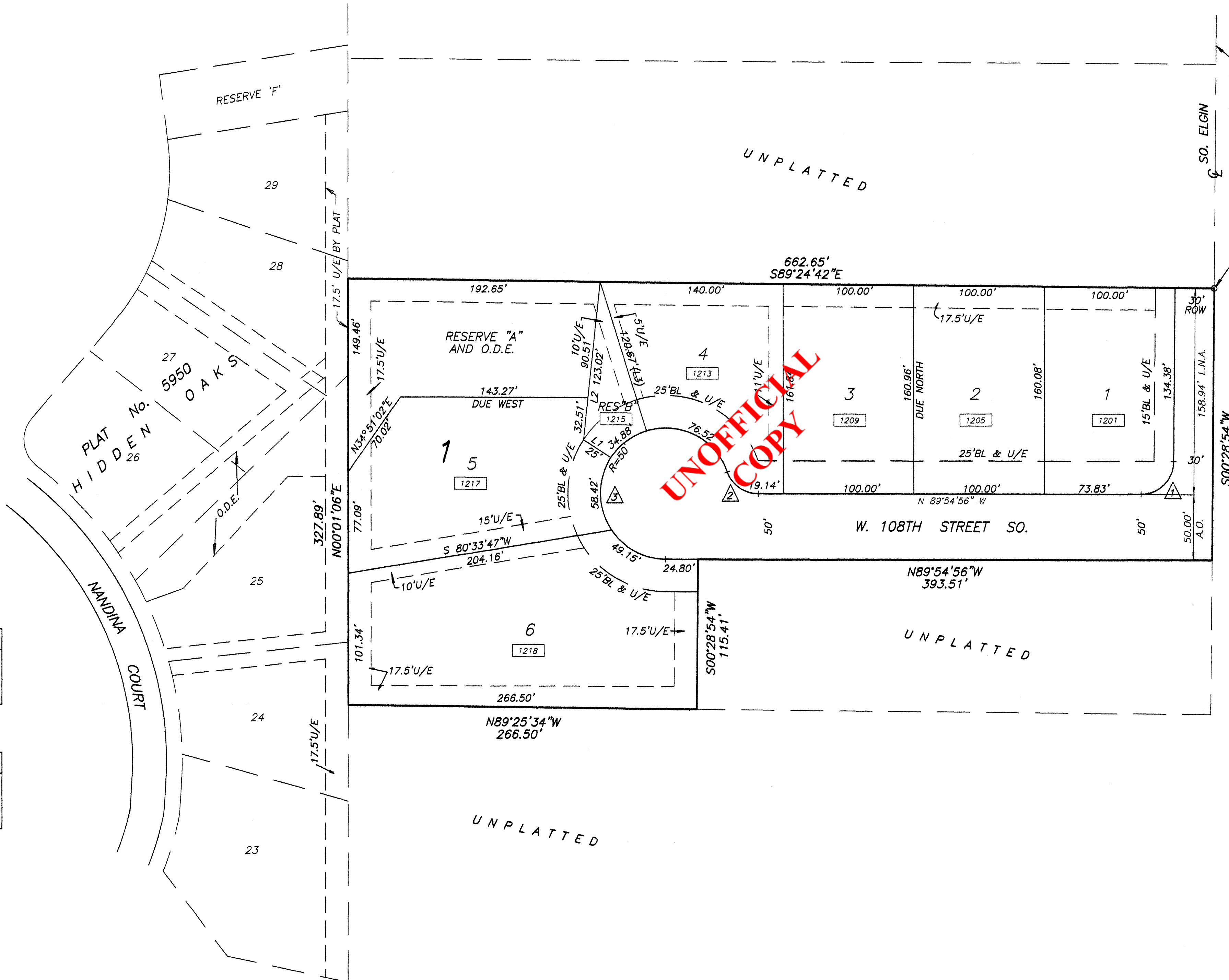


**CURVE DATA**

NO.	DELTA	RADIUS	LENGTH
1	89°36'10"	25.00'	39.10'
2	70°31'40"	25.00'	30.77'
3	250°55'30"	50.00'	218.97'

**LINE DATA**

NO.	BEARING	LEN
L1	N57°03'05"W	25.00'
L2	N05°58'16"E	123.02'
L3	N17°05'02"W	120.67'



**SUBDIVISION DATA**  
 AREA: 3.936 Acres  
 DATE: 8/1/2008  
 FILE: WESTMOR3.DWG  
 TOTAL LOTS: 6

**LEGEND**

BL	BUILDING LINE
U/E	UTILITY EASEMENT
ESMT	EASEMENT
ROW	RIGHT-OF-WAY
LNA	LIMITS OF NO ACCESS
AO	ACCESS OPENING
O.D.E.	OVERLAND DRAINAGE EASEMENT
1201	ADDRESS

**CERTIFICATE**  
 I hereby certify that all real estate taxes involved in  
 this plat have been paid as reflected by the current tax  
 rolls. Security as required has been provided in the  
 amount of \$ 5,836.00 per trust receipt no.  
10407 to be applied to 20 09 taxes. This  
 certificate is NOT to be construed as payment of  
 20 09 taxes in full but is given in order that this plat  
 may be filed on record. 20 09 taxes may exceed the  
 amount of the security deposit.

Dated 24-MAY-08  
 Dennis Sembler  
 Tulsa County Treasurer  
 By: \_\_\_\_\_  
 Deputy



STATE OF OKLAHOMA }  
 COUNTY OF TULSA } SS

I, Earlene Wilson, Tulsa County Clerk, in and  
 for the County and State of Oklahoma above  
 named, do hereby certify that the foregoing is  
 a true and correct copy of a like instrument  
 now on file in my office.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
 Earlene Wilson, Tulsa County Clerk  
 Deputy

**NOTE:** The basis for bearings  
 for the survey shown thereon  
 is the South line of said  
 Section 25, N89°00'14"E.

This plat meets the Oklahoma  
 minimum standards for the practice  
 of Land Surveying as adopted by  
 the Oklahoma State Board of  
 Registration for Professional  
 Engineers and Surveyors.

**BENCHMARK:**  
 FLOWLINE OF EXISTING MANHOLE "A" IN  
 LOT 28 OF 'HIDDEN OAKS ADDITION'.  
 ELEV: 643.19

CREEK'S EDGE  
 8/1/2008  
 FILE: WESTMOR3.DWG  
 SHEET 1 OF 3

**DEED OF DEDICATION  
FOR  
CREEK'S EDGE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Restore and More, Inc., hereafter referred to as the Owner/Developer, is the owner of the following described real property in City of Jenks, Tulsa County, State of Oklahoma, to-wit:

A tract of land situated in the North Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (N/2 SE/4 NE/4 SW/4) of Section 25, T-18-N, R-12-E, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, being more particularly described as follows, to-wit:

Beginning at the Northeast corner of the N/2 SE/4 NE/4 SW/4 of said Section 25; thence S 00°28'54"W a distance of 208.94 feet; thence N 89°54'56"W a distance of 393.51 feet; thence S 00°28'54"W a distance of 115.41 feet; thence N 89°25'34"W a distance of 266.50 feet; thence N 00°01'06"E a distance of 327.89 feet; thence S 89°24'42"E a distance of 662.65 feet to the point of beginning and containing 3.936 acres more or less.

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above described land, under the name of "CREEK'S EDGE", an Addition to the City of Jenks, Tulsa County, State of Oklahoma.

**SECTION I. STREETS AND GENERAL UTILITY EASEMENTS**

1. **Utility Easements and Streets.** The undersigned owner/developer dedicates to the public use forever, the utility easements as shown and designated on the accompanying plat as U/E, for the several purposes of constructing, maintaining, operating, repairing, removing and replacing all public utilities, including storm and sanitary sewer, telephone lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment for each of such facilities, including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid. No building, structure, or other above ground obstruction that will interfere with the purposes aforesaid, will be placed, erected, installed or permitted upon the easements or rights-of-way as shown, provided however, that the owner/developer reserves the right to construct, maintain, operate, lay and relay water and sanitary sewer lines together with the right of ingress and egress to, over, across and along all strips of land included within the easements shown on said plat, both for the furnishing of water and/or sewer services to the area included in said plat, and nothing herein shall be deemed to prohibit drives, parking areas, curbing, signs, landscaping, and customary screening fences and walls, that do not constitute an obstruction as aforesaid.

2. "Limits of No Access" (LNA), and shown on the plat, except as may be hereafter be released, altered, or amended by the City of Jenks and approved by the Jenks City Council or its successors, or as otherwise provided by the Statutes and Laws of the State of Oklahoma pertaining thereto. The foregoing covenant shall be enforceable by the City of Jenks, Oklahoma, or its successors, and the owners of each lot agrees to be bound thereby.

3. **Electric, Telephone, Cable Television and Natural Gas Service.** In connection with the installation of underground electric, telephone, cable television and natural gas services, all lots are subject to the following:

A. Overhead poles may be located along the East perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The owner does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

B. All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

C. Underground service cables and gas service lines to all structures which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure at a point of metering.

D. The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority: to cut down, trim, or treat any trees and undergrowth on said easement.

E. The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

**4. Water, Sanitary Sewer and Storm Sewer Service.**

The owner of each lot shall be responsible for the protection of the public water mains, sanitary sewer mains and storm sewers located on his lot. Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main or storm sewer or any construction activity which would, in the judgement of the City of Jenks, interfere with public water mains, sanitary sewer mains and storm sewers shall be prohibited.

The City of Jenks or its successors will be responsible for ordinary maintenance of public water mains and public sanitary sewer facilities, but the owner will pay for damage for relocation of such facilities or necessitated by the acts of the owner or his agents or contractors. The City of Jenks or its successors through its agents and employees shall at all times have the right of access with their equipment to all such easement ways shown on said plat, or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of underground water and sewer facilities.

The foregoing covenants concerning water and sewer facilities shall be enforceable by the City of Jenks or its successors, and the owner of the lot agrees to be bound hereby.

**5. GAS SERVICE**

The owner of the lot shall be responsible for the protection of the gas facilities located on his lot.

Within the utility easement areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a gas main or any construction activity which would interfere with gas mains shall be prohibited.

The supplier of gas service shall be responsible for ordinary maintenance of gas mains but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

The supplier of gas service shall at all times have right of access to all easement depicted on the accompanying plat, or otherwise provided for in this deed of dedication, for the purpose of installing, maintaining, removing or replacing any portion of gas facilities.

The foregoing covenants set forth in this paragraph 5 shall be enforceable by the supplier of gas service, and the owner of the lot agrees to be bound hereby.

**6. SURFACE DRAINAGE**

Each lot shall receive and drain, in an unobstructed manner, the storm and surface water from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot. The foregoing covenants set forth in this paragraph 6 shall be enforceable by any affected lot owner and by the City of Jenks, Oklahoma. No lot owner shall allow or contribute to the degradation of ground or surface water on or across the owner's lot in violation of environmental regulations of the United States, the State of Oklahoma or the City of Jenks.

**7. OVERLAND DRAINAGE EASEMENT**

a. For the common use and benefit of the owner of Residential Lots within the subdivision and for the benefit of the City of Jenks, Oklahoma the owner/developer hereby dedicates to the public and herein establishes and grants perpetual easements on, over, and across those areas designated on the accompanying plat as "O.D.E." or "Overland Drainage Easement" for the purposes of permitting the flow, conveyance and discharge of storm water runoff from the various lots within the subdivision.

b. Reserve "A" is hereby established with an access easement to the Creek's Edge Homeowners Association, the City of Jenks, their agents or contractors for the sole purpose of maintaining the Storm Water Detention and Drainage facilities and associated appurtenances located within the Overland Drainage Easement that is located on Lot 5 Block 1 "Creek's Edge".

c. Drainage facilities constructed in overland drainage easements shall be in accordance with the adopted standards of the City of Jenks, Oklahoma, and plans and specifications approved the Department of Public Works of the City of Jenks, Oklahoma.

d. No fence, wall building or other obstruction may be placed or maintained in the overland drainage easement area unless approved by the Department of Public Works of the City of Jenks, Oklahoma, provided, however, that the planting of turf or single trunk trees have a caliper of not less than two and one-half inches shall not require the approval of the Department of Public Works of the City of Jenks, Oklahoma, and provided further that fencing, walls, and planting shall be permitted with the approval of the Department of Public Works of the City of Jenks, Oklahoma across those portions of the overland drainage easements in which enclosed storm water conduits have been constructed.

e. The overland drainage easement, Reserve "A", shall be maintained by the owner(s) of Lot 5, Block 1, upon which the overland drainage easement is located, at his cost in accordance with the standards prescribed by the City of Jenks, Oklahoma. In the event the owner(s) of Lot 5, over which an overland drainage easement is located, should fail to properly maintain the Overland Drainage Easement or in the event of the placement of an obstruction within the easement or the alteration of the grade or contour thereon, the City of Jenks, Oklahoma or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereon shall be paid by the owner(s) of Lot 5. In the event the owner(s) fails to pay the cost of the maintenance after completion of the maintenance and receipt to a statement of costs, the City of Jenks, Oklahoma, may file of record a lien against the owner(s) of Lot 5, which lien may be foreclosed by the City of Jenks, Oklahoma.

f. Within the Overland Drainage Easement, Reserve "A", the Storm Water Detention and Drainage facilities and associated appurtenances shall be maintained by the Homeowners Association of "Creek's Edge" subdivision in accordance with the standards prescribed by the City of Jenks, Oklahoma. In the event the Homeowners Association fails to properly maintain the Storm Water Detention and Drainage facilities and associated appurtenances thereon to a level necessary for the achievement of the intended drainage functions, the City of Jenks, Oklahoma or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions, and the cost thereon shall be paid by the Homeowners Association. In the event the Homeowners Association fails to pay the cost of the maintenance and receipt to a statement of costs, the City of Jenks, Oklahoma, may file of record a lien against the Owner(s) of Lot 5, Block 1, which lien may be foreclosed by the City of Jenks, Oklahoma or the City of Jenks or the Jenks Public Works Authority may add such billing prorated upon the residential lot owner's water bill, which method of collection shall be determined by the City of Jenks.

**SECTION II. PROTECTIVE COVENANTS**

WHEREAS, the owner desires to establish restrictions for the purpose of achieving an orderly development for the mutual benefit of the Owner and the Owner's successors in title; and

THEREFORE, the Owner does hereby impose the following restrictions and covenants running with the land and shall be binding upon the Owner, its successors and assigns and shall be enforceable as hereinafter set forth.

1. **Architectural Committee and Construction Standards.** An Architectural Committee will be formed to review and approve any structure to be built on any lot and shall also be responsible for interpreting the development and construction standards contained herein. Restore and More Properties, its successor, assigns or appointees are hereafter referred to as the Architectural Committee.
2. All lots shall be single family residential lots only. Professional and Commercial business activities that are open or obvious are prohibited. A single family residence shall not exceed two stories in height (excluding basements). Single story homes shall have a minimum of 2500 square feet of living area. One and one-half or two story homes shall have no less than 2700 square feet of living area with a minimum of 1800 square feet of living area on the first floor. "Total floor area" shall mean heated and cooled living space. This provision for one and one-half and two story homes may be modified with written approval of the Architectural Committee. The residential structure and any detached garage must be at least 70% masonry, except for covered porches and, masonry up to the bottom of a window. The roof shall have a minimum of 8:12 pitch and shall be shingled with architectural shake shingles, minimum 30 year rated composition shingles. No green or red color roofs allowed. No tin, galvanized, plastic, or polyurethane materials shall be allowed. Solar energy panels on the roof may be used, provided they are concealed from the view from the street.
3. **Mailboxes.** Mailboxes of a uniform size, shape, and decor will be constructed to match the home design and must be used by the property owner in accordance with the official address required by the city and/or county system.
4. Each residential structure shall be accompanied by a three-car garage with a minimum inside dimension of 30 feet wide by 22 feet deep. The garage may be attached to or detached from the residential structure and may be constructed to accommodate more than three cars by not more than four cars. No garage shall be remodeled or converted into a living or residential area except its attic space (that must meet all applicable county and municipal requirements and codes). All garages facing the street shall be finished inside and shall be fully enclosed with garage doors. A porte co-chere is exempted from this specific requirement of being fully enclosed with doors.
5. No pre-existing or off-site built residence may be moved onto any lot. One storage building (exclusive of detached garage) is permitted but must appear compatible and acceptable with the surrounding buildings, and must not exceed 200 square feet of floor space, and shall not be used as a residence. Except for Lot 5, which may not exceed 800 sf and Lot 6, which may not exceed 400 sf. All storage buildings must be located out of view from the street and no closer than 20 feet from a property lot line. Storage buildings must be constructed with materials and colors that are compatible with the residence. No storage buildings will be allowed on a lot unless there is also a residence on the lot. Swimming pools are not considered "outbuildings" within this section, but can only be built if there is a residence on the lot.
6. No radio or television tower, aerial, or antenna shall be located on any lot. A maximum 18" satellite dishes will be allowed but shall be screened from view from the street.
7. No animals, bees, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or part thereof, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes. Dogs shall not be allowed to run within the common areas and roadways of Creek's Edge unless leashed and accompanied by an adult owner. Each lot may have up to two dogs. All dogs must be leashed, penned or otherwise contained within the boundaries of their owner's respective lot(s). "Exotic" pets that represent a distinct danger to the community are prohibited.

8. No obnoxious or offensive trade shall be carried on upon any lot, nor shall any trash, ashes, or other refuse be thrown, placed, or dumped upon any vacant lot, nor shall any vegetable gardens be in front of the main structure of said residence, no exposed clothes line poles or outdoor drying apparatus will be permitted on any lot, nor shall any exposed garbage can, trash can, or any trash burning apparatus or structure be placed on any lot. Trash, garbage or other waste incidental to the use of the property shall be kept in an enclosed sanitary container. All-terrain vehicles, motorcycles, or other noise and fuel polluting machines are not allowed on the common roads or common areas of Creek's Edge, unless their operator is of legal age and in accordance with any city, county, state or national law. In addition, they must be used for transportation and not for sport or in any competitive manner.

9. Fencing. Fences are discouraged, as they interfere with the natural movement of area wildlife. All fencing shall be decorative, keeping with the style of the residence. No wire, barbed or smooth, or other materials designed for agricultural fencing shall be permitted. The placement of fences shall be no closer to the street than the front of the residence exterior, but may be placed on the other property lines. Privacy fences shall not exceed 6 feet in height.

10. Driveway. A concrete driveway shall be constructed to each garage. The driveway shall have a minimum length of 25 feet and a minimum width of 20 feet. No more than 60 percent of the total land area of any lot shall be covered by asphalt, concrete, the residential structure, or garage structure.

11. Vehicles. No trucks, mail carts, dune buggies, golf carts, commercial vehicles, shall be kept on the lot or the street adjacent to any lot except that such items may be stored or parked inside an enclosed garage or similar enclosure that is screened with fencing or plant materials as not to be prominently visible from the street or adjacent property. No vehicles, motor vehicles of any kind that is in the process of being torn down, repaired or built or in any state of junk or in any condition that creates an unsightly appearance will be permitted on the streets or lots for a period of time exceeding one week. No motorized vehicles, trailers, or boats shall remain parked on the streets for more than two (2) consecutive days. No motor homes, travel trailers, trailers, or boats shall be parked in the front yard or on the driveways for more than three (3) days. Cars and trucks shall be parked only in the garages or on the driveways. These items may be parked in the back yard provided they are screened from sight from the streets, or from the neighbors by fencing or shrubs. Section 11.11 does not apply to Restore and More, Inc., their successors or assigns.

12. Sidewalks. It shall be the responsibility of the builder on each lot to construct concrete sidewalks on the street side of only their lot. The sidewalks shall be 4 feet in width and run the entire width of each lot that faces East 108th Street South.

13. Setbacks. All buildings and structures, including eaves, steps, and open porches, shall be placed a minimum of 10 feet from the lot boundaries and 25 feet from the street right of way and in compliance with the easements, building lines and rights-of-way as shown on the plat of Creek's Edge.

14. Lot Splits Prohibited. All lots shall remain intact and shall not be divided into more than one lot. This covenant does not prohibit parties from owning more than one lot.

15. Signs. Signs are prohibited in Creek's Edge, except signs that are erected for dedication or naming of streets, traffic control, warnings and directional purposes. Additional exceptions include residential address or name information for visitors, guests or emergency personnel and signs of a temporary nature advertising property for sale, or directing construction.

16. Oil and Mineral Rights. No oil drilling, oil development, operations or oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot or parcel of land, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot or parcel of land. No derrick or other structure designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot or parcel of land.

SECTION III. RESERVE AREAS

1. On the attached plat of CREEK'S EDGE, Reserve "B" will be deeded to the CREEK'S EDGE Homeowner's Association (HOA) for their use and benefit, and will be limited to the construction of public utilities, storm water drainage, park/recreation facilities and appurtenances thereto, and will be maintained by the HOA.

2. Reserve Area "A" and Reserve Area "B" are hereby established with an access easement to the Creek's Edge Homeowners Association (HOA), the City of Jenks, their agents or contractors for the sole purpose of maintaining the Storm Water Detention facility and associated appurtenances located within the Overland Drainage Easement and Reserve "A".

3. All costs and expenses associated with Reserve Area "B" within the addition including maintenance of various improvements and recreational facilities will be the responsibility of the CREEK'S EDGE HOMEOWNERS ASSOCIATION.

4. The overland drainage easement, Reserve "A", shall be maintained by the owner(s) of Lot 5, Block 1, upon which the overland drainage easement is located, at his cost in accordance with the standards prescribed by the City of Jenks, Oklahoma. In the event the owner(s) of Lot 5, over which an overland drainage easement is located, should fail to properly maintain the Overland Drainage Easement or in the event of the placement of an obstruction within the easement or the alteration of the grade or contour thereon, the City of Jenks, Oklahoma or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions and may remove any obstruction or correct any alteration of grade or contour, and the cost thereon shall be paid by the owner(s) of Lot 5. In the event the owner(s) fails to pay the cost of the maintenance after completion of the maintenance and receipt to a statement of costs, the City of Jenks, Oklahoma, may file of record a lien against the owner(s) of Lot 5, which lien may be foreclosed by the City of Jenks, Oklahoma.

5. Within the Overland Drainage Easement, Reserve "A", the Storm Water Detention and Drainage facilities and associated appurtenances shall be maintained by the Homeowners Association of "Creek's Edge" subdivision in accordance with the standards prescribed by the City of Jenks, Oklahoma. In the event the Homeowners Association fails to properly maintain the Storm Water Detention and Drainage facilities and associated appurtenances thereon to a level necessary for the achievement of the intended drainage functions, the City of Jenks, Oklahoma or its designated contractor may enter the easement area and perform maintenance necessary to the achievement of the intended drainage functions, and the cost thereon shall be paid by the Homeowners Association. In the event the Homeowners Association fails to pay the cost of the maintenance and receipt to a statement of costs, the City of Jenks, Oklahoma, may file of record a lien against the Owner(s) of Lot 5, Block 1, which lien may be foreclosed by the City of Jenks, Oklahoma or the City of Jenks or the Jenks Public Works Authority may add such billing prorated upon the residential lot owner's water bill, which method of collection shall be determined by the City of Jenks.

SECTION IV. DEVELOPMENT CRITERIA

1. All lots shall be single family residential lots only. Professional and Commercial business activities that are open or obvious are prohibited. A single family residence shall not exceed two stories in height (excluding basements). Single story homes shall have a minimum of 2500 square feet of living area. One and one-half or two story homes shall have no less than 2700 square feet of living area with a minimum of 1800 square feet of living area on the first floor. Total floor area shall mean heated and cooled living space. This provision for one and one-half and two story homes may be modified with written approval of the Architectural Committee. The residential structure and any detached garage must be at least 70% masonry, except for covered porches and, masonry up to the bottom of a window. The roof shall have a minimum of 8:12 pitch and shall be shingled with architectural shake shingles, minimum 30 year rated composition shingles. No green or red color roofs allowed. No tin, galvanized, plastic, or polyurethane materials shall be allowed. Solar energy panels on the roof may be used, provided they are concealed from the view from the street.

2. Each residential structure shall be accompanied by a three-car garage with a minimum inside dimension of 30 feet wide by 22 feet deep. The garage may be attached to or detached from the residential structure and may be constructed to accommodate more than three cars by not more than four cars. No garage shall be remodeled or converted into a living or residential area except its attic space (that must meet all applicable county and municipal requirements and codes). All garages facing the street shall be finished inside and shall be fully enclosed with garage doors. A porte-cochere is exempted from this specific requirement of being fully enclosed with doors.

3. Driveway. A concrete driveway shall be constructed to each garage. The driveway shall have a minimum length of 25 feet and a minimum width of 20 feet. No more than 60 percent of the total land area of any lot shall be covered by asphalt, concrete, the residential structure, or garage structure.

4. Setbacks. All buildings and structures, including eaves, steps, and open porches, shall be placed a minimum of 10 feet from the lot boundaries and 25 feet from the street right of way and in compliance with the easements, building lines and rights-of-way as shown on the plat of Creek's Edge.

5. Lot Splits Prohibited. All lots shall remain intact and shall not be divided into more than one lot. This covenant does not prohibit parties from owning more than one lot.

SECTION V. HOMEOWNERS' ASSOCIATION

1. Formation. The Owners have formed or shall cause to be formed, the "CREEK'S EDGE HOMEOWNERS ASSOCIATION, INC." (hereinafter referred to as the "Association" or HOA) a non-profit entity established pursuant to the Business Corporation Act of the State of Oklahoma and formed for the general purposes of maintaining the common areas, and Reserve "B", and for enhancing the value, desirability, and attractiveness of CREEK'S EDGE.

2. Membership. At any time any house constructed on a Lot and that Lot and house has been sold and occupied, the Owner thereof becomes a member of the "CREEK'S EDGE HOMEOWNERS ASSOCIATION, INC." and membership shall be apartment to and may not be separated from the ownership of a lot or portion thereof. The owner of vacant lots will be members of the HOA. The acceptance of a deed to a lot by the home owner shall constitute acceptance of the Association as of the date of incorporation, or as of the date of the recording of the deed, whichever occurs last.

3. Assessments. The owner of and each subsequent owner of a lot, by acceptance of deed thereto, are deemed to covenant and agree to pay to the HOA an annual assessment which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest including, without limitation all reserve areas designated on the plat. Said assessments will be established by the Board of Directors in accordance with the Declaration and the Bylaws of the HOA. Unpaid assessment shall be a lien against the lot which it is made. The lien, however, shall be subordinate to the lien of any first mortgage.

4. Mowing of vacant lots. The HOA shall have the right, but not the obligation, to mow any vacant lot within the development after completion of a 10 day notice period of the lot owners notification from the City of Jenks Code Enforcement Department that said lot is in violation of Section 13-1-13; abatement of Weeds and Trash of the Jenks City Code. The HOA shall have the right to add costs of said mowing to lot owners HOA dues to be collected in accordance with paragraph V.3.

5. These restrictive covenants, together with the other documents incorporated by reference, shall be construed as a whole. The captions herein contains or otherwise appearing are for the sake of convenience only and each instrument shall be construed as an entity and the pertinent sections of all instrument as a whole. The invalidity of any phrase, clause or provision herein contained shall not serve to render the balance of this instrument as void, unenforceable, and the same shall be thereafter construed as if such phrase, clause or provision were not herein contained, or to otherwise give maximum effect to the intent of the undersigned. The failure of the grantor, or any successor in title, to enforce any given restriction or covenant, or conditions at any time, or from time to time, shall not be deemed to be a waiver or relinquishment of any right or remedy, nor a modification of these restrictions or protective covenants. In matters pertaining to the appearance of specific homes in "CREEK'S EDGE" and the overall appearance of "CREEK'S EDGE" subdivision, the Architectural committee shall be responsible for interpreting these covenants, or deciding the standard to be used in the event a covenant becomes invalid or unenforceable.

SECTION VI. TERM, AMENDMENT, AND ENFORCEMENT.

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth in Section I, Section III and Section IV hereof with respect to such covenants only, and by the City of Jenks, Oklahoma, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of five (5) years, unless by a majority vote of the then owners within "CREEK'S EDGE" and the City of Jenks it is agreed, to terminate such covenants and restrictions in whole or in part; provided, however, such covenants and restrictions within Section II may be amended or modified at any time by a 65% vote of the owners within "CREEK'S EDGE".

2. In the event the owner or any of its successors, grantees, lessees or assigns, or any person claiming under them, shall violate or breach any of the covenants and restrictions set forth herein or imposed hereby, any person or persons owning a lot or parcel within "CREEK'S EDGE", the beneficiaries of the covenants as set forth in Section I hereof with respect to such covenants only, or its then successor, shall have the right to maintain an action at law or in equity against the person or persons attempting to violate any of such covenants or restrictions to prevent violation or to recover damages for the violation thereof. Invalidation of any of the covenants or restrictions set forth herein by judgement or other action shall not affect the validity of any other covenants or restrictions, which shall remain in full force and effect and be thereafter construed as if such invalidated covenant or restriction were not herein contained. The failure of the owner or any successor (s) in title to the property within "CREEK'S EDGE" to enforce any given restriction or covenant or conditions at any time, or from time to time, shall not be deemed to waive or relinquishment of any right or remedy, nor a modification of these restrictions and protective covenants.

IN WITNESS WHEREOF, Restore and More Properties, has caused this Certificate of Dedication and Restrictive Covenants to be executed this 11th day of JANUARY, 2009.

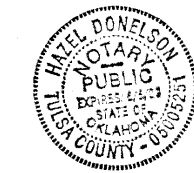
Restore and More, Inc., an Oklahoma Corporation  
Bill Westmoreland, President

STATE OF OKLAHOMA ) JSS

COUNTY OF TULSA )  
Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of JANUARY, 2009, personally appeared Bill Westmoreland, to me known to be the identical person who subscribed his name as the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth therein.

Given under my hand and seal the day and year last above written.  
My Commission Expires: 6-06-2009

Margaret Dowd  
Notary Public OS05051



SURVEYOR'S CERTIFICATE

I, Charles K. Howard, a Registered Land Surveyor in the State of Oklahoma, hereby certify that I have, at the insistence of the above owner, carefully and accurately surveyed, subdivided, and platted the tract of land above described, and that plat designated as "CREEK'S EDGE", an Addition to the City of Jenks, Oklahoma accurately represents such survey.

WITNESS my hand and seal this 6th day of JANUARY, 2009.

Charles K. Howard, RLS #297  
C.A. #3545, Exp. 6/30/09



STATE OF OKLAHOMA ) JSS

COUNTY OF TULSA )  
Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of JANUARY, 2009, personally appeared Charles K. Howard, to me known to be the identical person who executed the foregoing instrument, and acknowledges to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth therein.

Given under my hand and seal the day and year last above written.  
My Commission Expires: 06-06-2009

Margaret Dowd  
Notary Public OS005251



APPROVED \_\_\_\_\_ by the City Council  
of the City of Jenks, Oklahoma.

Mayor \_\_\_\_\_  
Attest: City Clerk \_\_\_\_\_



To Chair, Dr. Scott West & Planning Commission  
Hearing Date January 08, 2026  
Case Number JL 25 – 416  
Request Minor Subdivision (Lot Split)  
Location 1866 N Ash  
Applicant Robert Pendergrass

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Staff Report Preparer | Marcaé Hilton (BM)

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Attachments Preparer  
 Legal Descriptions and Survey Fritz Land Surveying

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## Background Information

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**STAFF COMMENTARY** | This application is for a Minor Subdivision or more specifically a “lot split”. If approved the Lot Split will create an additional lot on N Ash St. This will allow for both buildings to be on their own lot. Due to the buildings already existing on the lots, the new lots would not be subject to the current setbacks in IL zoning districts see (5) of Table 16-3-1(A) for details. The split would create two legally conforming lots. Both lots would continue to have their primary access off of Ash St.

## PLANNING & ASSESSOR DATA

Request Minor Subdivision | Lot Split  
Public Comment None at the time of this report.  
Account # R98318831826510  
Owner PENDERGRASS ENTERPRISES LLC  
Property Address 1866 N ASH ST W JENKS 74037  
Zoning IL – Industrial Light  
Subdivision Unplatted  
Land Area 1.70 Acres | 74,052 sqft

Table 16-3-1(A): Residential District Bulk and Dimensional Standards				
Standard	IL	Tract A	Tract B	
Lot Area (sqft)	N/A	40,317.9	42,297	
Lot Width (ft)	N/A	263.38'	183.18'	
Front (ft)	50	78+-	78+-	
Exterior Side (ft)	50 (5)	54+'	0'	
Interior Side (ft)	25 (2) (5)	36.9	29+	
Rear (ft)	25 (2) (5)	22.4'	<22.4'	Fine per (5)
Height (ft)	60	<60'	<60'	
Impervious Surface Coverage	70%	N/A	N/A	
(2) Minimum setback shall be 75 feet if the abutting property is within an AG, R, or O District.				
(5) This minimum setback only applies to new construction. Setbacks for existing structures shall be those established under the governing zoning code at the time of construction or an approved development plan, as applicable.				

*Sec. 16-8-4. Subdivision Procedures.*

**(C) Lot Splits. Subdivisions containing three or fewer lots defined as "lot splits" in these regulations, may be exempted by City Council**

*from all or part of the procedural provisions applicable for Major or Minor Subdivisions. The number of lots for purposes of determination of status as a lot split shall be counted cumulatively from the date of adoption of these regulations with respect to each parcel, provided that for the preservation of the spirit of these regulations, any and all parcels that have been similarly divided upon review of the Planning Commission under the provisions of previous subdivision regulations shall be counted into the cumulative total for the determination of eligibility for consideration of a request for treatment as a lot split.*

*Sec. 16-8-4. Subdivision Procedures.*

**(D) Minor Subdivisions.**

**(1) Purpose.** *A Minor Subdivision is a subdivision in which any of the following conditions exist:*

- (a) Subdivisions resulting in more than three but less than six lots and the entire property to be subdivided is ten acres or less,*
- (b) Subdivision solely for the creation of public right-of-way or other public tracts,*
- (c) Consolidation (such as a lot combination or lot tie) of two or more lots on a filed final plat into fewer lots,*
- (d) Lot line or boundary adjustments to a filed final plat, or*
- (e) Correction of errors or omissions on a filed final plat, such as legal description errors, typographical and mapping errors, lot identification errors, and surveyor corrections.*

**(2) Minor Subdivision Review Criteria.**

- (a) Comprehensive Plan Alignment. The Minor Subdivision is consistent with the goals, objectives, and policies set forth in the Comprehensive Plan and other adopted plans and policy documents of the City.*
- (b) UDO Compliance. The Minor Subdivision is consistent with the provisions of the UDO and the governing district.*
- (c) Lot Characteristics.*

- Lot dimensions and area shall either conform with the requirements of this UDO or a Variance of such requirements must be obtained from the Board of Adjustment.
  - Where public water and/or public sanitary sewer is not available, appropriate tests shall be conducted by the health department or its assigns to determine the proposed lots suitability for a private sewage disposal device. Each proposed lot shall meet the minimum standards of the health department.
- (3) Easements. Where a Minor Subdivision will result in a lot having inadequate access to utility easements, dedication of easements will be required in accordance with the requirements of the City Planner and the Planning Commission.
- (4) Access and Streets.
- (a) Where a tract to be split is controlled by non-access provisions, no lot shall be approved where such provision will preclude access for said lot.
  - (b) The splitting of land shall provide each lot with access to a public street or highway, so that the convenience of the lot owner or user is assured.
  - (c) Where land to be split contains, within its boundaries, areas designated for street right-of-way on the Jenks City-County Major Street and Highway Plan, the split shall not be approved where street rights-of-way fail to conform to said plan except, upon a finding that:
    - All utilities are in place and the additional right-of-way is not required for utility placement and,
    - The public has, by virtue of statutory easement suitable roadway dedication, right-of-way sufficient to allow the placement of pavement of a width necessary to meet the standards of the street plan for the particular street involved.
- (5) Action by the Planning Commission. The Planning Commission shall evaluate the proposed Minor Subdivision, and after consideration of the City Planner report shall approve, approve with modifications, or deny the Minor Subdivision based on the applicable review criteria and in accordance with applicable state law.

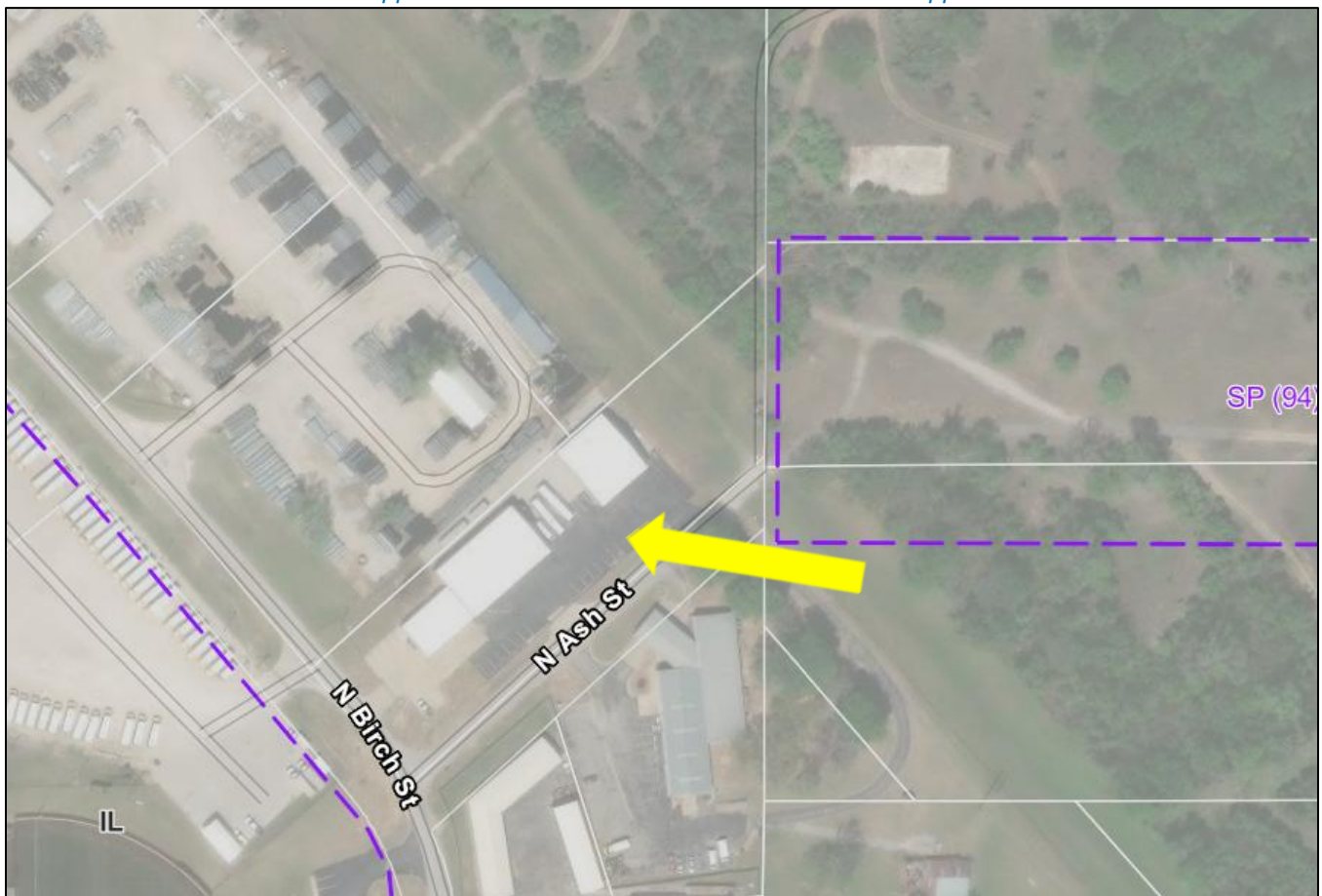


Figure 1: INCOG Zoning Map



Figure 2: Google Earth Photo of subject property.

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## Staff Evaluation & Recommendation

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**Evaluation** | Staff recommends conditional approval of this request for a Lot Split.

**Recommendation** | Staff recommends conditional approval of JL 25-416 with the following conditions:

1. Deeds are filed with Tulsa County.
2. Provide City Planner with copy of recorded Deeds.

**LEGEND**

- AC = AIR CONDITIONER
- AD = AREA INLET
- ASP = AUTO SPRINKLER
- BC = BOTTOM OF CURB
- BL = BUILDING LINE
- BM = BENCHMARK
- BWF = BARBED WIRE FENCE
- CATV = CABLE TV PEDESTAL
- CL = CENTERLINE
- CLB = CLIMB BARRIER
- CLF = CHAIN LINK FENCE
- CMU = CONCRETE MASONRY UNIT
- CO = CLEAN OUT
- CPS = COX POWER SUPPLY
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- DGDI = DOUBLE GRATE DROP INLET
- DIP = DUCTILE IRON PIPE
- EJB = ELECTRIC JUNCTION BOX
- EM = ELECTRIC METER
- EO = ELECTRIC OUTLET
- EPED = ELECTRIC PEDESTAL
- ET = ELECTRIC TRANSFORMER
- FF = FINISH FLOOR
- FG = FINISH GRADE
- FH = FIRE HYDRANT
- FOM = FIBER OPTIC MARKER
- FV = FIBER OPTIC VAULT
- FP = FLAG POLE
- FL = FLOWLINE
- GLM = GAS LINE MARKER
- GM = GAS METER
- GR = GAS REGULATOR
- GV = GAS VALVE
- GL = GROUND LIGHT
- GP = GUARD POST
- GUY = GUY ANCHOR
- HDWL = HEADWALL
- HPP = HIGH POWER POLE
- HPS = HANDICAP PARKING SIGN
- HWF = HOG WIRE FENCE
- ICV = IRRIGATION CONTROL VALVE
- I.P. = IRON PIN
- (L) = PER LEGAL DESCRIPTION
- LP = LIGHT POLE
- (M) = MEASURED DATA
- MA/E = MUTUAL ACCESS EASEMENT
- MB = MAILBOX
- MRK = UTILITY MARKER
- MW = MONITORING WELL
- (P) = PER PLAT
- P/E = PIPELINE EASEMENT
- PLF = PLASTIC FENCE
- PLM = PIPELINE MARKER
- PM = PARKING METER
- PP = POWER POLE
- PPD = POWER POLE W/ DROP SERVICE
- PPDT = POWER POLE W/ DROP & TRANSFORMER
- PPDLT = POWER POLE W/ DROP, LIGHT & TRANSFORMER
- PPLT = POWER POLE W/ LIGHT & TRANSFORMER
- PPM = POWER POLE W/ ELECTRIC METER
- PPNS = POWER POLE / NO SERVICE
- PPT = POWER POLE W/ TRANSFORMER
- RCB = REINFORCED CONCRETE BOX
- RCP = REINFORCED CONCRETE PIPE
- RD = ROOF DRAIN
- ROW = RIGHT-OF-WAY
- SSLH = SANITARY SEWER LAMP HOLE
- SSMH = SANITARY SEWER MANHOLE
- S/B = SETBACK
- SGDI = SINGLE GRATE DROP INLET
- SH = SPRINKLER HEAD
- SP = SIGN POST
- STMH = STORM SEWER MANHOLE
- STJB = STORM SEWER JUNCTION BOX
- TM = TELEPHONE MANHOLE
- TPED = TELEPHONE PEDESTAL
- TC = TOP OF CURB
- TD = TOP OF DECK
- TG = TOP OF GRATE
- TH = THRESHOLD
- TP = TOP OF PAVEMENT
- TR = TOP OF RIM
- TS = TRAFFIC SIGN
- TSLP = TRAFFIC SIGNAL LIGHT POLE
- TSPB = TRAFFIC SIGNAL PULL BOX
- TSMH = TRAFFIC SIGNAL MANHOLE
- TVLT = TELEPHONE VAULT
- TW = TOP OF WALL
- UE = UTILITY EASEMENT
- UM = UTILITY MARKER
- VP = VENT PIPE
- WF = WATER FAUCET
- WM = WATER METER
- WSE = WATER SURFACE ELEVATION
- WV = WATER VALVE
- WDF = WOOD FENCE
- YL = YARD LIGHT
- (Z) = ZONING
- CL = CENTERLINE
- X- = FENCE LINE
- OC- = OVERHEAD COMMUNICATION
- OE- = OVERHEAD ELECTRIC
- SS- = SANITARY SEWER
- ST- = STORM SEWER
- TOP TOE- = TOP/TOE OF GROUND SLOPE
- UC- = UNDERGROUND COMMUNICATION
- UE- = UNDERGROUND ELECTRIC
- UG- = UNDERGROUND GAS
- UT- = UNDERGROUND TELEPHONE
- WL- = WATERLINE

**LEGAL DESCRIPTION - TRACT 'A' - CREATED BY THIS SURVEY**

A TRACT OF LAND THAT IS PART OF GOVERNMENT LOT NINE (9) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 01°00'09" WEST ALONG THE EAST LINE THEREOF 632.29 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 47°06'25" WEST 183.18 FEET; THENCE NORTH 42°03'41" WEST 161.61 FEET; THENCE NORTH 45°51'51" EAST 332.32 FEET TO THE EAST LINE OF SAID LOT 9; THENCE SOUTH 01°00'09" EAST ALONG SAID EAST LINE 226.76 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 40,371.9 SQ. FEET OR 0.93 ACRES. BEARINGS ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE EAST LINE OF LOT 9, SW/4, SEC.18, T18N, R13E AS NORTH 01°00'08" WEST.

**LEGAL DESCRIPTION - TRACT 'B' - CREATED BY THIS SURVEY**

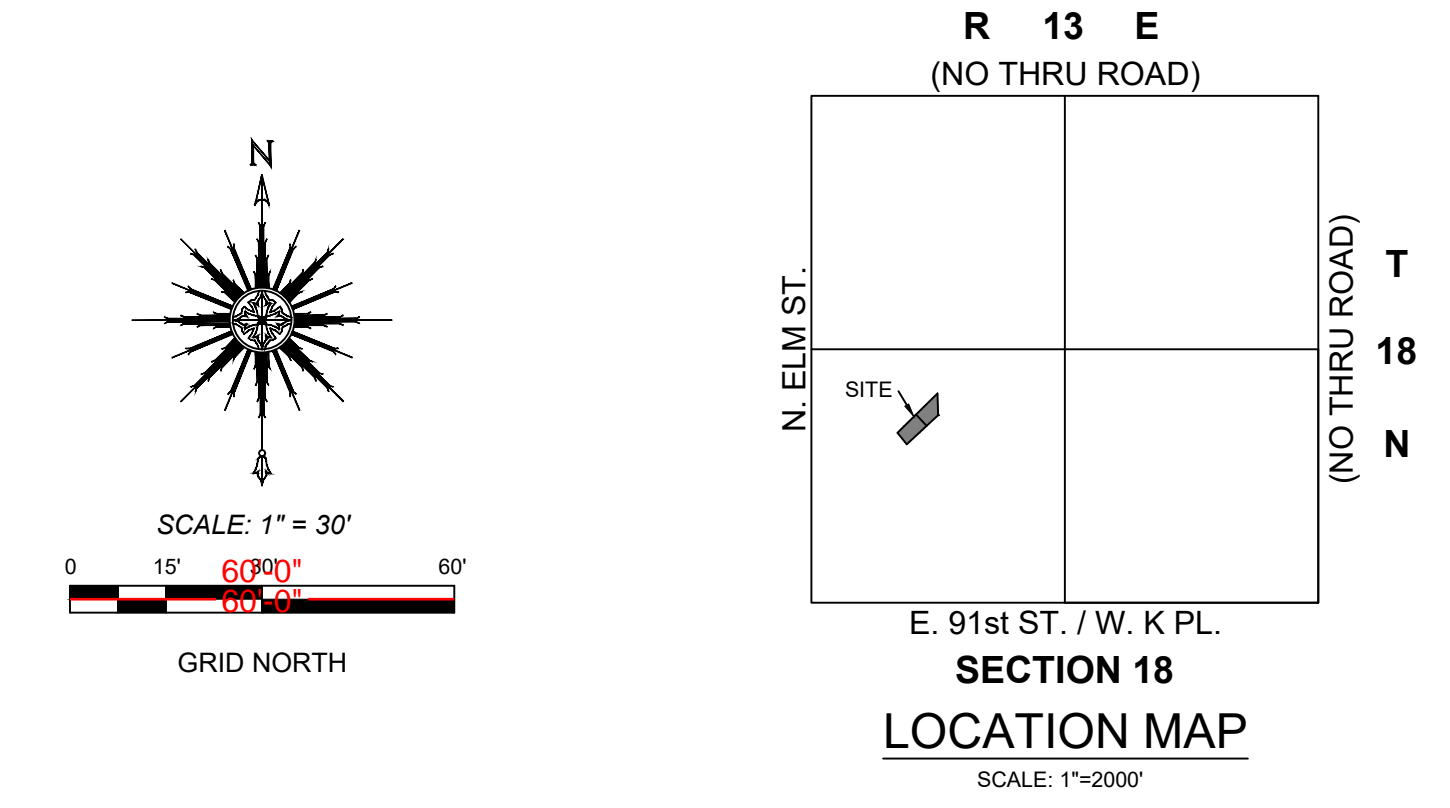
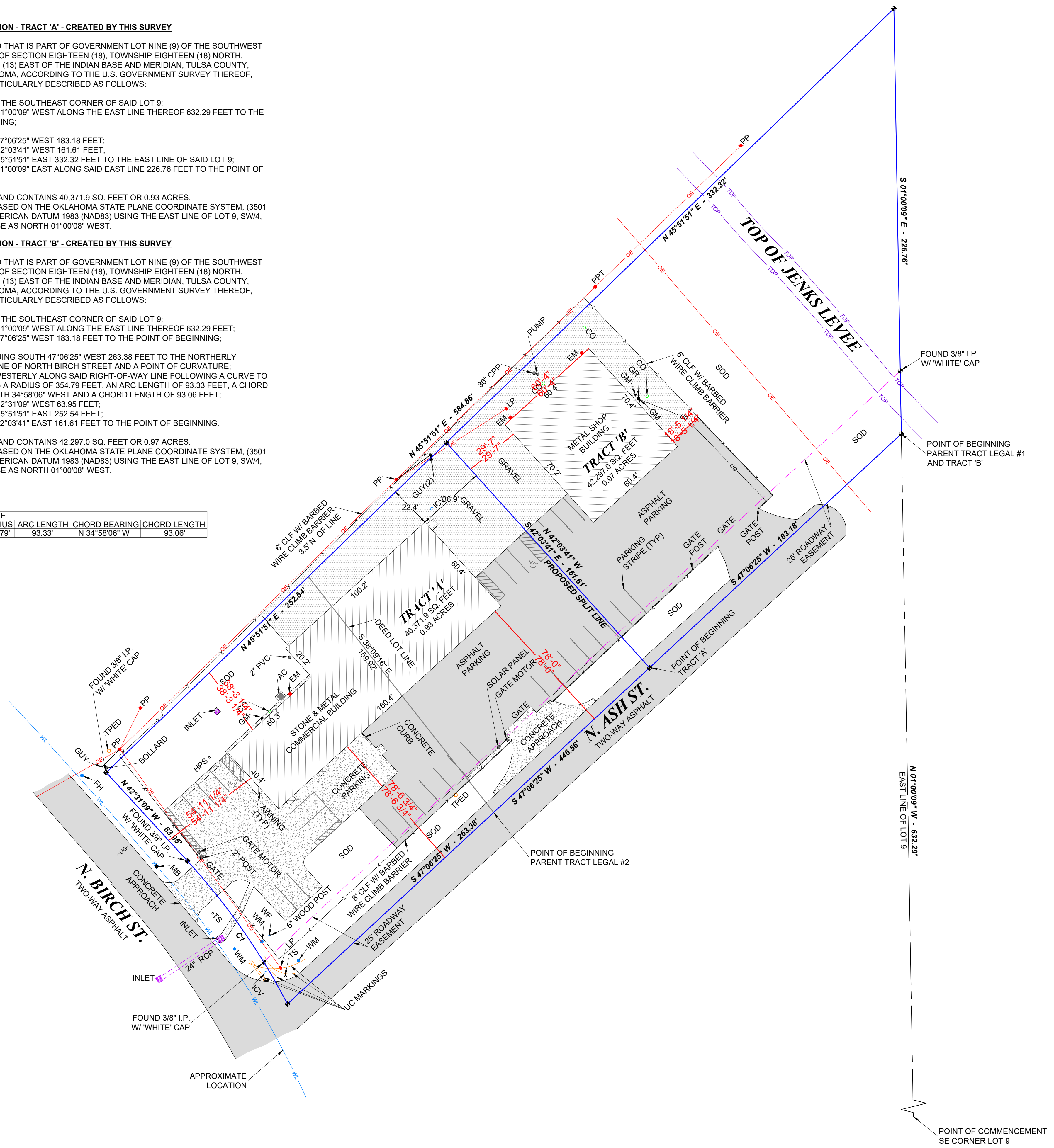
A TRACT OF LAND THAT IS PART OF GOVERNMENT LOT NINE (9) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 01°00'09" WEST ALONG THE EAST LINE THEREOF 632.29 FEET; THENCE SOUTH 47°06'25" WEST 183.18 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 47°06'25" WEST 263.38 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH BIRCH STREET AND A POINT OF CURVATURE; THENCE NORTH-WESTERLY ALONG SAID RIGHT-OF-WAY LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 354.79 FEET, AN ARC LENGTH OF 93.33 FEET, A CHORD BEARING OF NORTH 34°58'06" WEST AND A CHORD LENGTH OF 93.06 FEET; THENCE NORTH 42°31'09" WEST 63.95 FEET; THENCE NORTH 45°51'51" EAST 252.54 FEET; THENCE SOUTH 42°03'41" EAST 161.61 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 42,297.0 SQ. FEET OR 0.97 ACRES. BEARINGS ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE EAST LINE OF LOT 9, SW/4, SEC.18, T18N, R13E AS NORTH 01°00'08" WEST.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
CT	354.79'	93.33'	N 34°58'06" W	93.06'



**EXISTING PARENT TRACT LEGAL DESCRIPTION - DOC. #2015031933**  
 A TRACT OF LAND IN LOT NINE (9), SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS:

BEGINNING AT A POINT 632.29 FEET NORTH 01°09' EAST OF THE SOUTHEAST CORNER OF SAID LOT NINE (9); THENCE NORTH 01°09' EAST A DISTANCE OF 226.76 FEET; THENCE SOUTH 47°01' WEST A DISTANCE OF 434.86 FEET; THENCE SOUTH 37°00'07" EAST A DISTANCE OF 159.93 FEET; THENCE NORTH 48°15'34" EAST A DISTANCE OF 296.56 FEET TO THE POINT OF BEGINNING, AND RESERVING A 25 FOOT WIDE ROAD EASEMENT ALONG THE SOUTHEASTERLY SIDE THEREOF;

AND  
 A TRACT OF LAND IN LOT NINE (9), SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS:

BEGINNING AT A POINT 434.85 FEET NORTH AND 219.57 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT NINE (9); THENCE NORTH 37°00'07" WEST A DISTANCE OF 159.93 FEET; THENCE SOUTH 47°01' WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 41°22' EAST A DISTANCE OF 63.95 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 354.79 FEET A DISTANCE OF 93.00 FEET; THENCE NORTH 48°15'34" EAST A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING, AND RESERVING A 25 FOOT WIDE ROAD EASEMENT ALONG THE SOUTHEASTERLY SIDE THEREOF.

**SURVEYOR'S NOTES**

PREPARED FOR: BOB & TRISH PENDERGRASS  
 PHYSICAL ADDRESS: 1866 N. ASH ST., JENKS, TULSA COUNTY, OKLAHOMA 74037

BEARINGS ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) AS FIELD MEASUREMENTS AND ARE INTENDED TO BE RELATIVE TO DEED DESCRIPTION. MEASUREMENTS SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.

EASEMENTS MAY EXIST THAT ARE NOT SHOWN.

REFER TO CURRENT ZONING FOR NEW CONSTRUCTION GUIDELINES. SUBJECT PROPERTY IS ZONED RS3 WITH 25' FRONT SETBACK, 5' SIDE SETBACKS AND A 20' REAR SETBACK PER TULSA COUNTY ZONING CODE.

SET 3/8" IRON PIN W/ GREEN "FRITZ CA5848" CAP OR MAG NAIL W/ "FRITZ CA5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED AND SHOWN HEREON.

TRACT 'A' GROSS LAND AREA: 40,371.9 SQ. FEET OR 0.93 ACRES.  
 TRACT 'B' GROSS LAND AREA: 42,297.0 SQ. FEET OR 0.97 ACRES.

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF JENKS, OKLAHOMA, COMMUNITY PANEL NO. 40143C0361L - OCTOBER 16, 2012, WHICH INDICATES THE SUBJECT PROPERTY TO BE WHOLLY CONTAINED WITHIN SHADED ZONE X (AREAS DETERMINED TO BE INSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

LAST SITE VISIT: NOVEMBER 4, 2025.

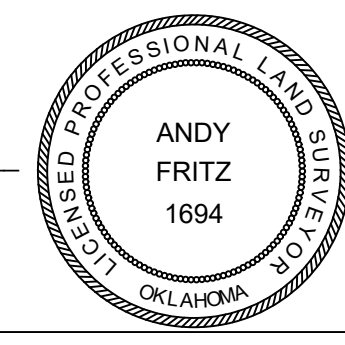
UNDERGROUND UTILITIES SHOWN HEREON WERE DERIVED FROM OBSERVABLE FIELD EVIDENCE AND CITY OF JENKS ENGINEERING ATLAS. ALL UTILITIES MAY NOT BE SHOWN - CALL OKIE 1-800-522-6543!

**CERTIFICATE OF SURVEY**

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF THE SURVEY MADE ON THE GROUND AND OF THE FACTS AS FOUND AT THE TIME OF THE SURVEY AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

WITNESS MY HAND AND SEAL THIS 6th DAY OF NOVEMBER, 2025.

*Andy Fritz*  
 ANDY FRITZ, PLS  
 OK LIC. 1694  
 CA #5848



**LOT LINE ADJUSTMENT**

PART OF LOT 9, SW/4 OF SEC. 18, T18N, R13E  
 1866 N. ASH ST., JENKS, TULSA COUNTY, OKLAHOMA 74037

SURVEY: DCH	DATE: 11.04.2025	PREPARED BY: FRITZ LAND SURVEYING, LLC
DRAFT: RLL	DATE: 11.11.2025	524 E. MAIN ST., JENKS, OK 74037
APPROVED: PLS	DATE: 11.11.2025	PH: 918-528-5121
REV:	PROJECT NO.: 25506	FRITZLANDSURVEYING@GMAIL.COM
		C.A. # 5848 EXPIRES: 6-30-2026



To Chair Dr. Scott West & Jenks Planning Commission  
Hearing Date January 08, 2026  
Case Number Plat 25-20  
Request Preliminary Plat for *The Hideaway*  
Location ½ mile south of 131<sup>st</sup> and ½ mile west of Harvard

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## Staff Report

Preparer | Marcaé Hilton

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### Attachments

Preliminary Plat

### Preparer

Tanner Consulting

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## Background Information

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**PROJECT SUMMARY** | This preliminary plat is a request is for an infill subdivision in south Jenks a few miles west of the Arkansas river. See the PUD for additional details. PUD 154 was approved on September 30, 2025. The Preliminary Plat for *The Hideaway* incorporates the conditions required by City Council:

- 3 lots for pool, playground area
- 2400 sqft minimum
- 20% set aside for 20% sqft one story homes

This is a preliminary plat and will come back to the PC and CC as a final plat once the project is closer to development.

**CC SUMMARY** | September 30, 2025 | PUD Approved with amendments agreed to by developer

**CC SUMMARY** | August 19, 2025 | Motion Failed, no additional motions were made.

**PC SUMMARY** | August 07, 2025 | Approved 5-1-1 (Gina Wilson was absent).

### REQUESTS

Request	Preliminary Plat Approval
Uses	Single-family Residential
Zoning	PUD Overlay [PUD 154 and (RS2) Single-family Residential]
Comprehensive Plan	Medium Intensity Single-family (Horizon Jenks   New Comp Plan)
General Location	½ mile south of 131 <sup>st</sup> and ½ mile west of Harvard
Public Comment	Preliminary plats do not require public notice, the public have asked to be part of the hydrology conversation, the Civil has been made aware of the request.

### Current Parcel Data

Plat	Unplatted
STR	Section Township and Range   08-T17N-R13E

Owner Name HIDEAWAY DEVELOPMENT CO LLC  
Parcel ID 97308-73-08-48010  
Land Area 38.26 acres / 1,666,723 sq ft  
School District JK-4A (Jenks)  
Legal Description Subdivision: UNPLATTED (97308)  
Legal: BEG 1268.77S & 1370.80W NEC SE TH W190 S35 W30 S15 W TO PT  
ON WL SE N TO PT ON NWC SE E APPROX 1269.20 S TO POB  
SEC 8 17 13 38.263ACS

**ZONING INFORMATION**

Table 16-3-1(A): Residential District Bulk and Dimensional Standards		
Standard	PUD 154	RS2
<b>Lot Standards (Minimum)</b>		
Lot Area (sqft)	8,000	8,000
Lot Area/DU (sqft)	8,000   Max Dwellings: 209 (UDO)/132 Drawn)	
Lot Width (ft)	60	60
<b>Yard Setbacks (Minimum)</b>		
Front (ft)	20	20 (3)
Exterior Side (ft) (131 <sup>st</sup> )	35	15 (3)
Interior Side (ft)	5/5 (15)	5
Rear (ft)	20	20
<b>Building Standards (Maximum)</b>		
Height (ft)	35*	35
Impervious Surface Coverage	69%	45%
<b>Notes</b>		
(1) The cumulative interior side yard setback shall be 15 feet. No interior side yard setback shall be less than 5 feet.		
(2) If a parti-wall exists, the interior side yard setback shall be 0 feet.		
(3) Garages shall be setback a minimum of 25 feet from the front property line.		
* See PUD for Height exceptions		
<b>UDO/PUD Highlights</b>		
Amenities	pool, playground to be added	
Zoning	RS2 (Residential Single-family) PUD 154 Overlay	
Land Area / Dwelling Unit	38.538 Acres 3.4 DU/Acre   Max No. of Lots=132	
Building Materials	100% Masonry on first floor	
Signage	Approved for exception.	
Links and Nodes	1.1	
Sidewalks	Approved for exception.	

Street Length	800 UDO   1200 minimum PUD   TRAFFIC CALMING REQUIRED
Parkland/Amenities	<p>Meets or exceeds UDO.   Private Parkland Provision.</p> <p>(1) Five and one-half acres of parkland shall be provided per every 1,000 persons projected to occupy the fully developed subdivision. To determine the number of persons projected to occupy the fully developed subdivision the subdivider shall submit a projected persons study based on occupancy data of similar housing types in subdivisions in communities approved by the City Planner.</p> <p>(2) Parkland shall be located outside of special flood hazard areas, wetlands, and areas of steep slope, and shall not be used for on site stormwater management or other utility functions. Parkland may be located within reserve areas as approved by the City Planner and City Engineer.</p> <p>(3) All areas to be reserved for private parkland shall be indicated on the preliminary plat in order that it may be determined that the requirements of this Subsection have been met.</p>

### Zoning

North | RS2 (Providence Hills) | PUD 49

East | RS1 (Torey Lakes) | PUD 119

South & West | RS1 (South/Snow Tree) (West/Pecan Creek)

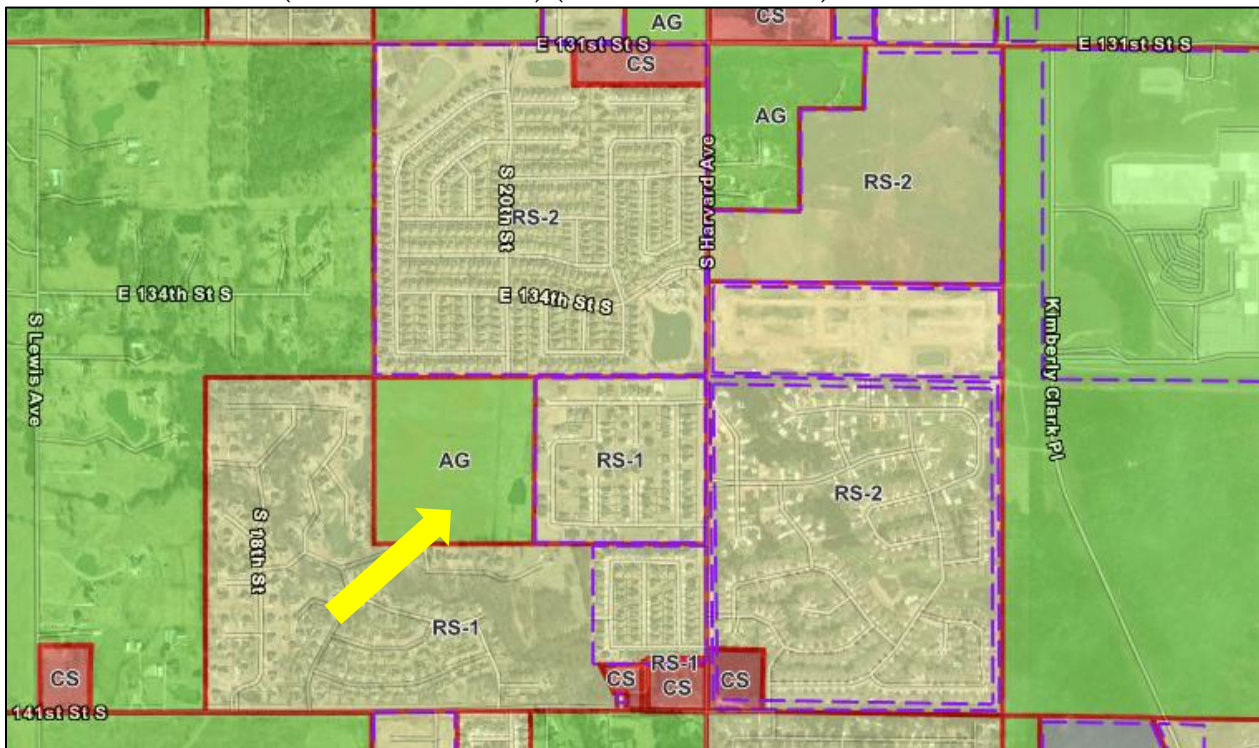


Figure 1: Zoning Map | INCOG

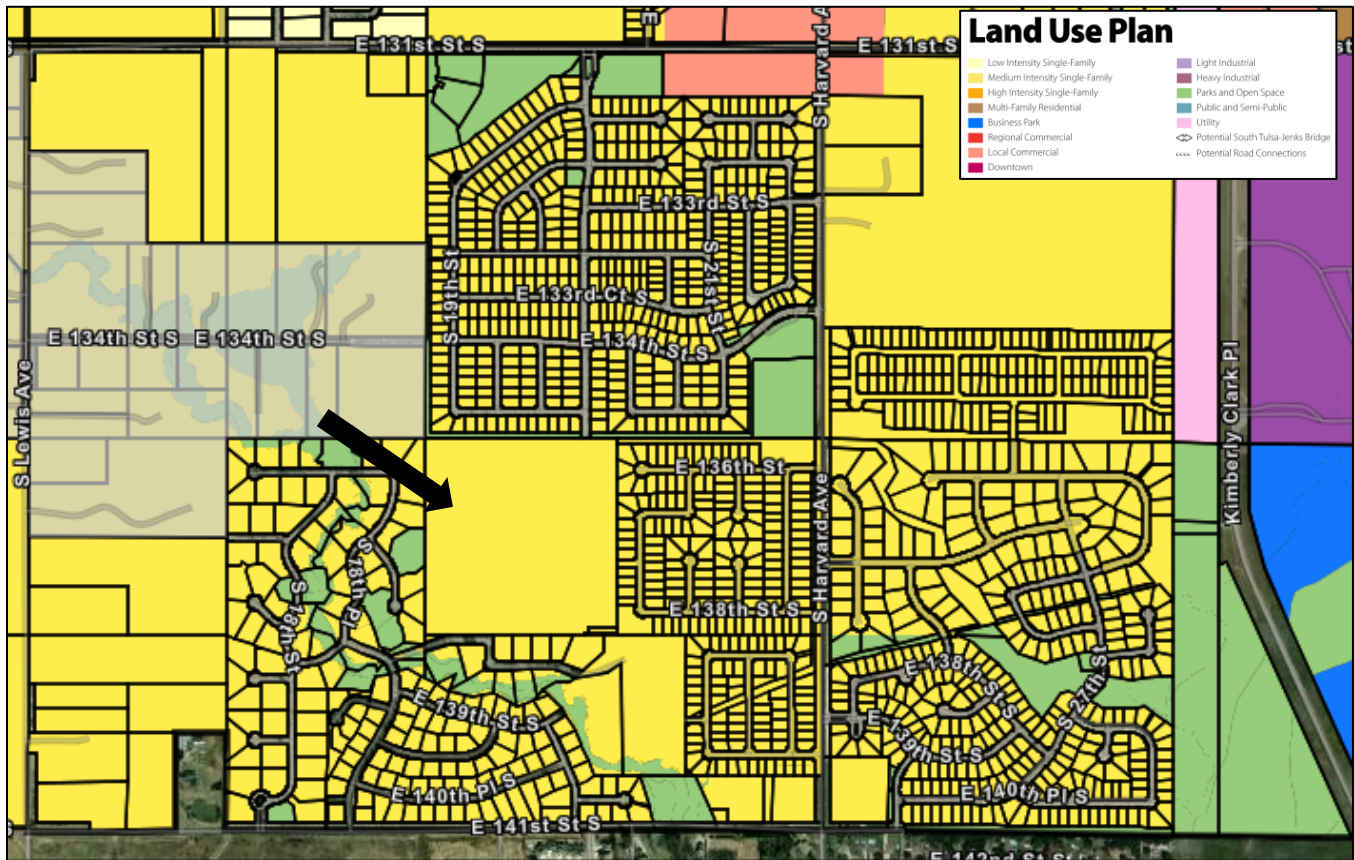


Figure 2: Horizon Jenks Comp Plan

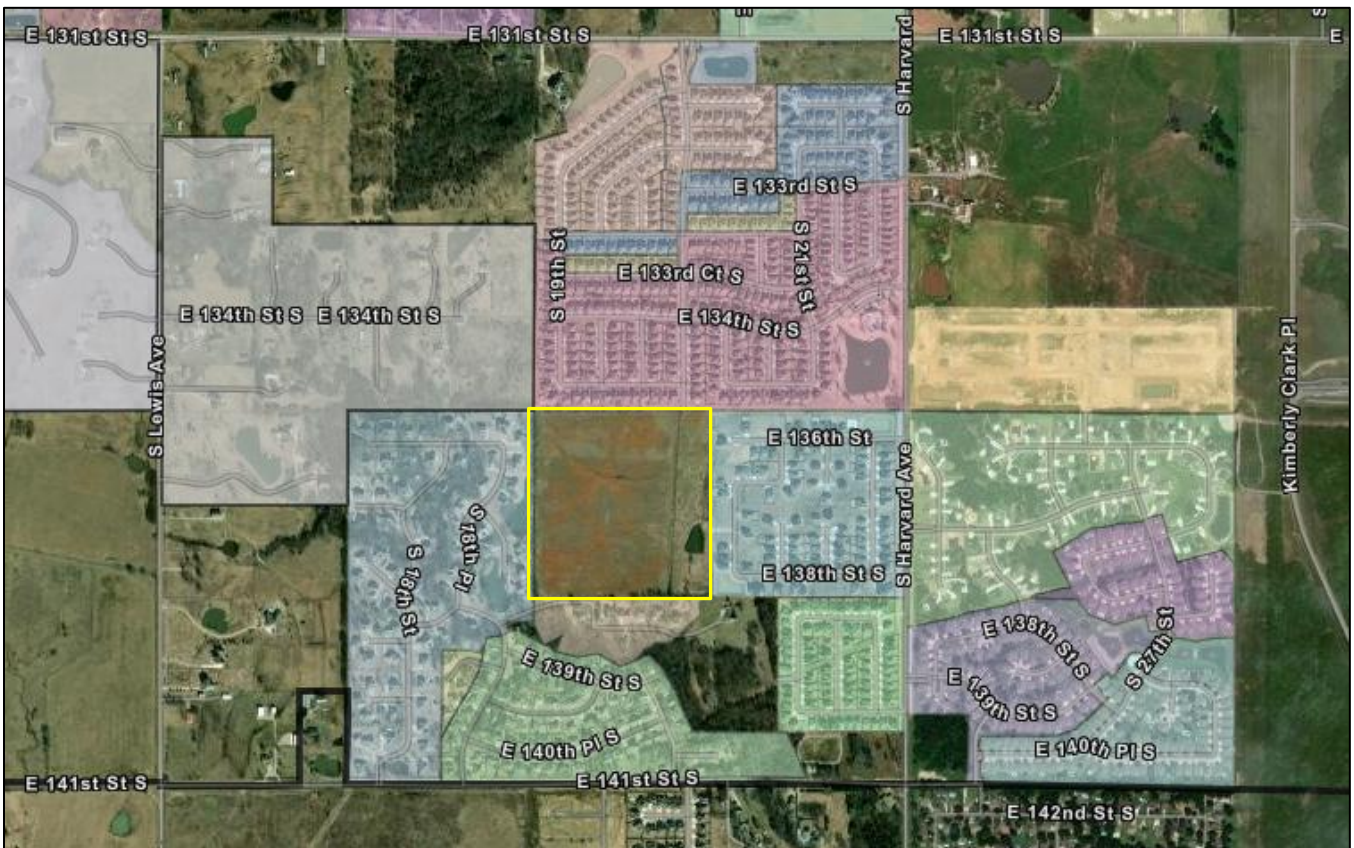


Figure 3: 131<sup>st</sup> and Harvard NE Corner Subdivisions in colors as platted.



Sec. 16-8-2. - General Subdivision Standards. (4)Street Designations and Names.

**(b) Street Names.**

- (I) Street names shall meet the naming convention established by the City Engineer and shall not:
  - (i) Exceed 14 characters in length, excluding street-type designation;
  - (ii) Contain hyphens, apostrophes or other non-letter characters;
  - (iii) Exceed two words in length, excluding street-type designation;
  - (iv) Contain directional prefixes or suffixes (i.e., north, south, east, and west);
  - (v) Be phonetically similar to other street names in the City of Jenks (i.e., Shadow - Chateau, Parakeet - Park Heat, Grade - Grate);
  - (vi) Have the same name but different street type designation (i.e. Willow Drive - Willow Court); or
  - (vii) Duplicate facilities or geographic locations (i.e. Basketball Court, Bowling Alley).
- (II) Street names within a subdivision shall have a consistent theme (i.e. tree species, names of artists, bird species).

**(5) Preliminary Plat.** The purpose of the preliminary plat application is to provide the City with an overall plan for the proposed development.

- (a) Preliminary Plat Review Requirements. The preliminary plat shall show or be accompanied by the following:
  - The name and address of the owner or owners of the land to be subdivided, the name and address of the subdivider if other than the owner and the name and address of the land surveyor,
  - The date of preparation of the plat, north arrow, and scale (written and graphic presentation),
  - Key or location map showing location of subdivisions within the mile section,
  - An accurate legal description of the property,
  - The location and dimensions of all boundary lines of the proposed subdivision to the nearest one-hundredth foot,
  - The names of all adjacent subdivisions and the names, locations and widths of all existing and proposed streets, easements, drainage ways and other public ways, adjacent to the property,
  - The locations and widths of easements of all oil, gas and petroleum products pipelines and of existing utilities on or adjacent to the property,
  - The location and description of all existing structures, water bodies and watercourses,
  - The areas subject to flooding based upon the regulatory flood plain boundary,
  - The names, locations and widths of all proposed streets, confirm types of streets and compliance with section 16-8-8,
  - The location and dimension of all proposed streets, drainage ways, pedestrian ways, bike paths, parks, playgrounds, public ways, or other public or private reservations,
  - All proposed lots progressively numbered and building setback lines, **(This is the responsibility of the developer.)**
  - Blocks progressively numbered,
  - A topographic map of the subdivided area with contour lines having two-foot contour intervals based on United States Coastal and Geodetic Survey datum,

- Any other information as may be deemed by the Planning Commission as reasonably necessary for the full and proper consideration of the proposed subdivision,
  - Conforms to Subdivision Regulations for design and layout,
  - Connects with current and anticipated future abutting development(s),
  - Lot dimensions and shapes facilitate private use and infrastructure placement,
  - Takes advantage of existing environmental features of the property,
  - *Underground Mines. The subdivider shall locate mines under a proposed subdivision and designate the location of the same on the subdivision plat. The location of the mines shall be based upon information and/or techniques which have been approved in advance by the City Engineer which are reasonably calculated to accurately locate mines and their depths.*
- (i) *The City Engineer may recommend that the City Council prohibit the erection of structures over the mine locations if the mines cannot be collapsed and the material compacted to City Engineer specifications or if, because of the shallow depth of the mine or its size, the mine would have the potential for cave-in. Appropriate building setbacks may be required upon the lots. The City Engineer may require other conditions to be met by the subdivider, based upon the location of the mines and any subsurface investigation reports, which would assist in preventing cave-ins under areas upon which structures may be erected.*
- (ii) *The City Engineer may require that any streets or utility easements which may be dedicated to the City of Jenks or the public, either not be located over mines, or the mines collapsed and compacted to City Engineer Specifications, or additional bonding requirements imposed upon the subdivider to repair or reroute streets or utility easements in the event of cave-ins under the same.*
- (iii) *All mine entrances shall be sealed and closed to the specifications of the City Engineer.*

(b) *Additional Engineering Review Items:*

- *Are all lots serviced with public street access? Yes*
- *Are off-site access requirements and/or Limits of Access (LA/LNA) shown for driveways and streets onto an arterial street?*
- *Is there conformity to INCOG's published Major Street and Highway Plan, including street names and connections to existing and/or future street? TBD*
- *Are all lots serviced with water and are adequate easements dedicated for water? Yes*
- *Are all lots serviced with sanitary sewer and are adequate easements dedicated for sanitary sewer? Yes*
- *Is the detention area identified as a separate area within the plat? It may consist of one or more platted lots, a separate block, or it may be identified as a reserve area. Yes*
- *Does the plat provide an accessway at least 20 feet wide to the required detention area? Access may be provided by frontage on a dedicated public street to the detention area. Yes*
- *If the detention facility is approved by the City to serve areas outside the subdivision in which it is located, have the additional areas been specifically identified in the dedication? Engineering*
- *Does the ownership and maintenance responsibility for detention facility remain with the private sector if the facility is an integral usable part of the development? In all other cases, the detention facility will be dedicated to the public and the public will be*

responsible for the maintenance thereof. In the event the detention facility, as a result of drainageway improvements, becomes unnecessary, the facility by action of the City of Jenks shall revert to the person firm or corporation making such dedication or his heirs, successor or assignees.

- (c) *Recommendation by the Planning Commission.* The Planning Commission shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the City Planner report, make a recommendation to the City Council to approve, approve with modifications, or deny the Major Subdivision preliminary plat based on the applicable review criteria. The Planning Commission shall transmit a report containing its recommendation to approve, approve with modifications, or deny the Major Subdivision preliminary plat to the City Council.
- (d) *Action by City Council.* The City Council shall evaluate the proposed Major Subdivision preliminary plat, and after consideration of the Planning Commission's recommendation, the City Planner report, and the applicable review criteria, may approve, approve with modifications, or deny the Major Subdivision preliminary plat in accordance with applicable state law.

**RECOMMENDATION** | *Staff and TAC recommend conditional approval:*

- 1. *PUD Comments (Not Complete list)*
  - a. *Comply with UDO Subdivision Standards or ask for relief.*
    - i. *Sec. 16-8-7. Circulation and Connectivity.*
    - ii. *Sec. 16-8-8. Street Design Standards.*
    - iii. *Sec. 16-8-10. Anti-Monotony Standards.*
      - 1. *Provide system of implementation. How are you tracking this requirement?*
    - iv. *Sec. 16-8-11. Parkland Provision.*
- 2. *Add minimum square footage to the PUD.*
- 3. *Provide a clean copy of the PUD.*

*PLAT Comments:*

- 4. *Address outstanding TAC comments, none at this time.*
- 5. *Provide addresses to face of plat.*
- 6. *Consider comments on name/type of street.*
- 7. *Review Subdivision Regulations for compliance.*

# Preliminary Plat

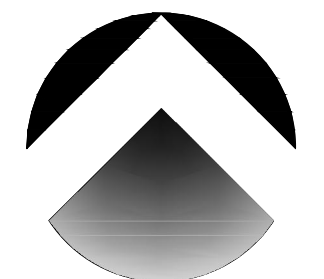
PUD-154

OWNER:  
**Hideaway Development Co LLC**  
 CONTACT: RICK DODSON  
 EMAIL: DODSONBUILDER@GMAIL.COM  
 Address 5929 East 106th Place South  
 Tulsa, Oklahoma 74137  
 Phone: (918) 638-3033

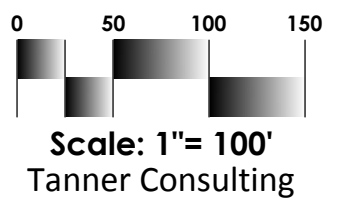
# The Hideaway

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8),  
 TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN  
 AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**  
 DAN E. TANNER, P.L.S. NO. 1435  
 OK CA NO. 2661, EXPIRES 6/30/2027  
 EMAIL: DAN@TANNERBAITSHOP.COM  
 5323 South Lewis Avenue  
 Tulsa, Oklahoma 74105  
 Phone: (918) 745-9929

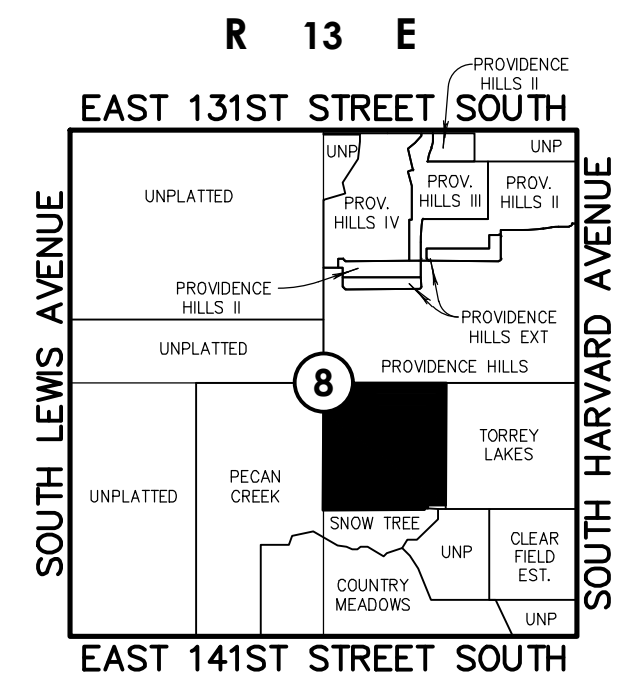


NORTH



**LEGEND**

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- D DOCUMENT
- ESMT EASEMENT
- GOV/T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- SDD/E STORMWATER DRAINAGE AND DETENTION EASEMENT
- U/E UTILITY EASEMENT
- 1/23/4 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)



**Location Map**  
 Scale: 1"= 2000'

**SUBDIVISION CONTAINS:**

ONE HUNDRED AND TWENTY-SEVEN (127) LOTS  
 IN SIX (6) BLOCKS  
 WITH THREE (3) RESERVE AREAS  
 GROSS SUBDIVISION AREA: 38.537 ACRES

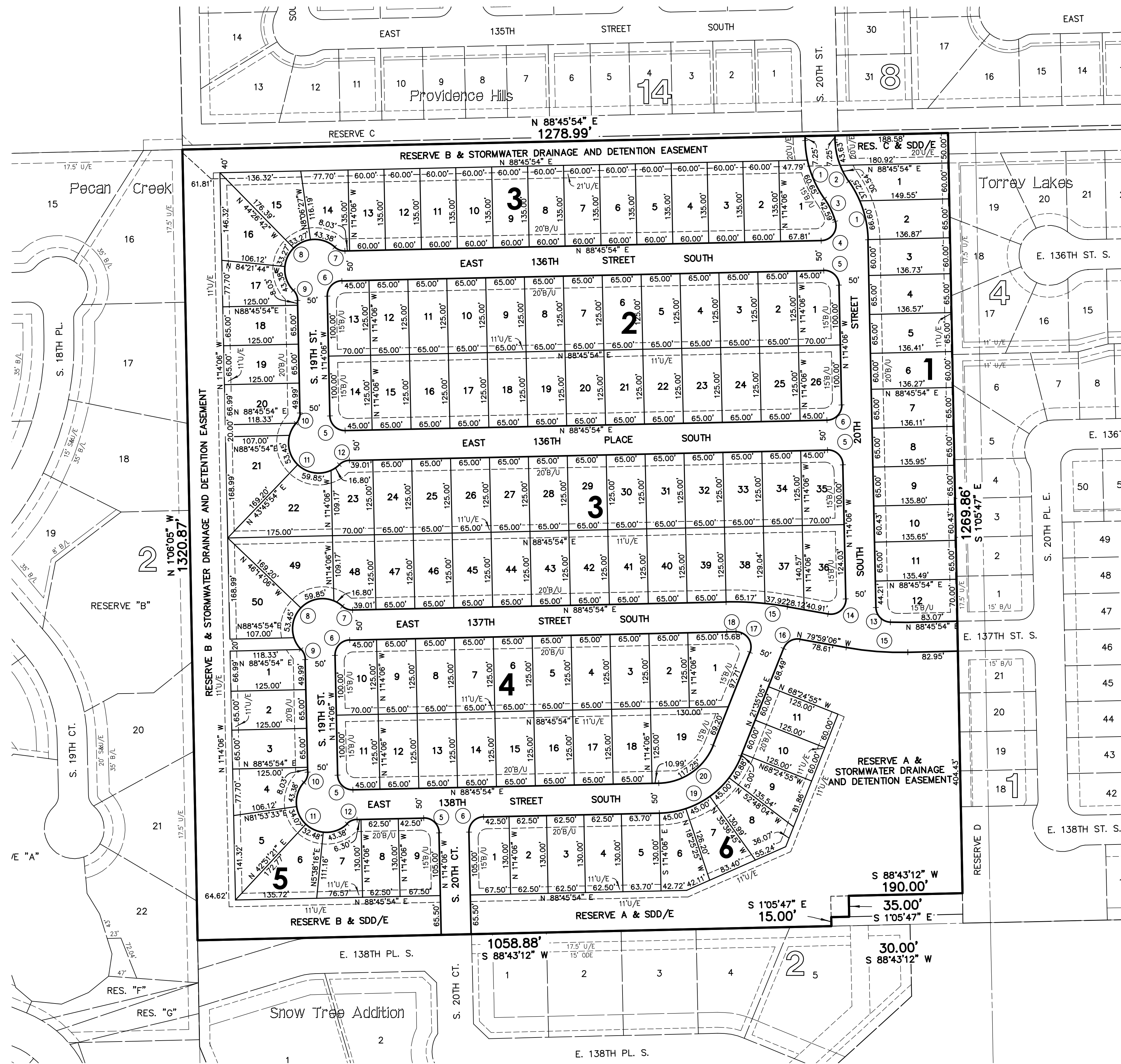
**Notes:**

- THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- ALL PROPERTY CORNERS ARE SET 3/8" IRON REBAR WITH YELLOW CAP STAMPED "TANNER 1435" OR "TANNER CA2661" UNLESS OTHERWISE NOTED.
- THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:  
 (A) 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 8;  
 (B) MAG NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 8;  
 THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°45'54" EAST.
- ADDRESSES SHOWN ON THIS PLAT WERE PROVIDED BY THE CITY OF JENKS AND WERE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.
- ACCESS AT THE TIME OF PLAT WAS PROVIDED BY SOUTH 20TH STREET, EAST 137TH STREET SOUTH, EAST 138TH PLACE SOUTH, AND SOUTH 20TH COURT, ALL BEING PUBLIC STREETS.

**Curve Table**

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORDBRG(CB)	CHORDDIS(CD)
1	103.84'	175.00'	33°59'57"	N18°14'04"W	102.33'
2	74.17'	125.00'	33°59'57"	N18°14'04"W	73.09'
3	42.59'	125.00'	19°31'17"	N25°28'23"W	42.38'
4	45.59'	25.00'	104°28'39"	N36°31'35"E	39.53'
5	39.27'	25.00'	90°00'00"	N46°14'06"W	35.36'
6	18.69'	25.00'	90°00'00"	N43°45'54"E	35.36'
7	18.69'	25.00'	42°50'00"	N69°49'05"W	18.26'
8	153.30'	50.00'	175°40'01"	N43°45'54"E	99.93'
9	18.69'	25.00'	42°50'00"	N22°39'06"W	18.26'
10	18.69'	25.00'	42°50'00"	N20°10'55"E	18.26'
11	153.30'	50.00'	175°40'01"	N46°14'06"W	99.93'
12	18.69'	25.00'	42°50'00"	N67°20'54"E	18.26'
13	37.78'	25.00'	86°35'41"	N44°31'56"W	34.29'
14	44.18'	25.00'	101°15'00"	N49°23'24"E	38.65'
15	103.88'	525.00'	11°15'00"	N85°36'36"W	102.92'
16	34.22'	25.00'	78°25'50"	N60°48'00"E	31.61'
17	48.40'	25.00'	110°55'42"	N33°52'46"W	41.19'
18	15.68'	475.00'	1°53'28"	N89°42'38"E	15.68'
19	175.88'	150.00'	67°10'50"	N55°10'30"E	165.97'
20	117.25'	100.00'	67°10'50"	N55°10'30"E	110.65'

DATE OF PREPARATION: December 1, 2025



**FINAL PLAT**  
 CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Jenks City Council on \_\_\_\_\_

**MAYOR-VICE MAYOR**  
 This approval is void if the above signature is not endorsed by the City Manager.

\_\_\_\_\_  
 CITY MANAGER

**The Hideaway**  
 SHEET 1 OF 3

# Preliminary Plat

PUD-154

# The Hideaway

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE HIDEAWAY DEVELOPMENT CO LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE FOLLOWING DESCRIBED LAND SITUATED IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND BEING PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID N/2 SE/4; THENCE NORTH 88°55'54" EAST AND ALONG THE NORTH LINE OF THE N/2 SE/4, FOR A DISTANCE OF 1278.99 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF "TORREY LAKES", A SUBDIVISION IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 6993); THENCE SOUTH 1°05'47" EAST AND ALONG THE WEST LINE OF SAID "TORREY LAKES", FOR A DISTANCE OF 1269.86 FEET; THENCE SOUTH 88°43'12" WEST FOR A DISTANCE OF 190.00 FEET; THENCE SOUTH 1°05'47" EAST FOR A DISTANCE OF 35.00 FEET; THENCE SOUTH 88°43'12" WEST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 1°05'47" EAST FOR A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF "SNOW TREE ADDITION", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5281); THENCE SOUTH 88°43'12" WEST AND ALONG THE NORTH LINE OF SAID "SNOW TREE ADDITION", FOR A DISTANCE OF 1058.88 FEET TO A POINT AT THE NORTHWEST CORNER THEREOF; SAID POINT BEING ALONG THE EAST LINE OF "PECAN CREEK", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 5130); THENCE NORTH 1°06'05" WEST AND ALONG SAID EAST LINE OF "PECAN CREEK", FOR A DISTANCE OF 1320.87 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 1,678,702 SQUARE FEET OR 38.538 ACRES.

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

- 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 8;
- MAG NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 8;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°45'54" EAST.

AND THAT THE HIDEAWAY DEVELOPMENT CO LLC, HEREINAFTER REFERRED TO AS "OWNER", HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS IN CONFORMITY WITH THE ACCOMPANYING PLAT IN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA; AND THE OWNER HAS GIVEN TO SAID PLAT THE NAME OF "THE HIDEAWAY", AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA (THE "SUBDIVISION"; WHENEVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "THE HIDEAWAY" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHENEVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF JENKS, TULSA COUNTY, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE).

## SECTION I. STREETS, EASEMENTS, AND UTILITIES

### A. STREETS AND UTILITY EASEMENTS:

THE OWNER HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT AND HEREBY FURTHER DEDICATES TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, AND WATER LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES STATED, PROVIDED THE OWNER RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, REPAIR, AND REPLACE WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO AREAS DEPICTED ON THE PLAT, TOGETHER WITH SIMILAR EASEMENT RIGHTS WITHIN THE PUBLIC STREETS. THE OWNER HEREBY IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH STATED USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERCTED, INSTALLED, OR MAINTAINED, PROVIDED NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### B. UTILITY SERVICE:

5. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICE AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

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

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

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

9. THE COVENANTS SET FORTH IN THIS SUBSECTION B. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, COMMUNICATION, OR GAS SERVICE AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

### C. WATER, SANITARY SEWER, AND STORM SEWER SERVICE:

1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT OR RESERVE AREA.

2. WITHIN THE UTILITY EASEMENTS AND STORMWATER DRAINAGE AND DETENTION EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF JENKS, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, OR STORM SEWERS SHALL BE PROHIBITED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

3. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR RESERVE AREA, OR SUCH OWNER'S AGENTS OR CONTRACTORS.

4. THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO AND UPON ALL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION C. SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF THE LOT OR RESERVE AREA AGREES TO BE BOUND BY THESE COVENANTS.

### D. LOT SURFACE DRAINAGE:

ALL LOTS AND RESERVE AREAS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION. EXCEPT AS OTHERWISE

PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, NO LOT OR RESERVE AREA OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS SUCH OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH LOT AND RESERVE AREA OWNER, THE HOMEOWNERS' ASSOCIATION, AND THE CITY OF JENKS, OKLAHOMA.

### E. PAVING AND LANDSCAPING WITHIN EASEMENTS:

THE OWNER OF THE LOT OR RESERVE AREA DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE, SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

### F. STORMWATER DRAINAGE AND DETENTION EASEMENTS:

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS, STREETS, AND RESERVE AREAS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF JENKS, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN STORMWATER DRAINAGE AND DETENTION EASEMENTS, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREAS UNLESS APPROVED BY THE CITY OF JENKS, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF JENKS. ALL OTHER LANDSCAPING SHALL REQUIRE THE APPROVAL OF THE CITY OF JENKS. FENCES, WALLS, AND ENTRY FEATURES SHALL BE PERMITTED ALONG THE PERIMETERS OF STORMWATER DRAINAGE AND DETENTION EASEMENTS, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS.

4. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE RESPECTIVE OWNERS OF THE LOTS AND RESERVE AREAS CONTAINING STORMWATER DRAINAGE AND DETENTION EASEMENTS TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED STORMWATER DRAINAGE, RETENTION, AND DETENTION FUNCTIONS, INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION, AND THE OWNERS OF STORMWATER DRAINAGE AND DETENTION EASEMENT AREAS SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THEIR RESPECTIVE AREAS IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR (4) WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- STORMWATER DRAINAGE AND DETENTION EASEMENTS SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. IN THE EVENT THE LOT OR RESERVE AREA OWNER CONTAINING STORMWATER DRAINAGE AND DETENTION EASEMENTS SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, THE FAILURE TO REMOVE SILTATION, OR THE ALTERATION OF GRADE WITHIN A STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, DETENTION, OR RETENTION FUNCTIONS AND MAY REMOVE ANY ACCUMULATED SILTATION OR OTHER OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER CONTAINING THE STORMWATER DRAINAGE AND DETENTION EASEMENT, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF THE RESERVE AREAS OR ASSIGNMENT OF THE STORMWATER DRAINAGE AND DETENTION EASEMENT MAINTENANCE TO THE ASSOCIATION. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA CONTAINING STORMWATER DRAINAGE AND DETENTION EASEMENTS SHOULD FAIL TO PAY THE COSTS OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA.

6. THE COVENANTS SET FORTH IN THIS SUBSECTION F. SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNERS OF EACH LOT AND RESERVE AREA AGREE TO BE BOUND BY THESE COVENANTS.

### G. OTHER USES WITHIN EASEMENTS

EACH LOT AND RESERVE AREA OWNER SHALL HAVE THE RIGHT TO USE THE UTILITY AND OTHER EASEMENTS SITUATED ON SUCH OWNER'S LOT OR RESERVE AREA IN ANY MANNER THAT WILL NOT PREVENT OR INTERFERE WITH THE EXERCISE BY THE CITY OF JENKS, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE, OF THE RIGHTS GRANTED UNDER THIS DEDICATION.

## SECTION II. RESERVE AREAS

### I. GENERAL

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, ALL RESERVE AREAS ARE HEREBY DESIGNATED AND CREATED TO PROVIDE FOR CERTAIN PUBLIC PURPOSES AND PRIVATE USES AND IMPROVEMENTS AS FURTHER SPECIFIED HEREIN AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION.

2. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE RESERVE AREA OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREA BY THE OWNER/DEVELOPER TO THE ASSOCIATION. FROM AND AFTER SAID DATE, SAID ASSOCIATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE RESERVE AREAS AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH, INCLUDING MAINTENANCE OF THE PRIVATE STORMWATER DRAINAGE AND DETENTION FACILITIES AND VARIOUS OTHER IMPROVEMENTS AND RECREATIONAL FACILITIES. SEE SECTION IV. FOR ADDITIONAL DETAILS AND REQUIREMENTS.

3. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PROPERLY MAINTAIN SUCH RESERVE AREA OR FACILITIES THEREIN LOCATED AS HEREIN PROVIDED, THE CITY OF JENKS, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF.

4. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO PAY THE COST OF SAID MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF JENKS, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH OF THE LOTS WITHIN THE SUBDIVISION, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF JENKS, OKLAHOMA; OR THE CITY OF JENKS OR THE JENKS PUBLIC WORKS AUTHORITY MAY ADD SUCH BILLING PRORATED UPON THE RESIDENTIAL LOT OWNERS' WATER BILLS, WHICH METHOD OF COLLECTION SHALL BE DETERMINED BY THE CITY OF JENKS.

5. THE CITY OF JENKS SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PURCHASE ANY AND ALL RESERVE AREAS FROM THE OWNER THEREOF IN THE EVENT: (A) A COUNTY TREASURER'S CERTIFICATE OF TAX SALE BY ASSIGNMENT (THE TAX CERTIFICATE) IS ISSUED BY THE COUNTY TREASURER OF TULSA COUNTY, OKLAHOMA, AS THE RESULT OF UNPAID REAL PROPERTY TAXES COVERING ANY OR ALL SUCH RESERVE AREAS OF "THE HIDEAWAY"; AND (B) THE CITY OF JENKS BECOMES THE OWNER OF THE TAX CERTIFICATE OR REDEEMS THE TAX CERTIFICATE ACCORDING TO OKLAHOMA LAW.

6. THE CITY OF JENKS SHALL HAVE SIXTY (60) DAYS AFTER SATISFACTION OF IIA.5(A) AND IIA.5(B) ABOVE TO PURCHASE ANY CONCERNED RESERVE AREA OF "THE HIDEAWAY" FROM THE OWNER THEREOF FOR THE SUM OF TEN DOLLARS (\$10.00). THE CONCERNED RESERVE AREA OWNER SHALL DELIVER A CONVEYANCE TO THE CITY UPON RECEIPT OF SAID PURCHASE PRICE.

### B. RESERVES A, B, AND C

1. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, RESERVES A, B, AND C ARE DESIGNATED AND CREATED TO PROVIDE FOR STORMWATER DRAINAGE AND DETENTION AND NEIGHBORHOOD AMENITIES AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION. SUCH NEIGHBORHOOD AMENITIES MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO: OPEN SPACE, PRIVATE PARK AND OTHER PASSIVE AND ACTIVE RECREATION USES, PAVILION AND OTHER PROTECTIVE BUILDINGS OR STRUCTURES, PLAYGROUNDS, AND OTHER USES, BUILDINGS, STRUCTURES, AND IMPROVEMENTS AS DETERMINED BY THE OWNER/DEVELOPER, OR ITS SUCCESSORS, AND APPROVED BY THE CITY OF JENKS PUBLIC WORKS DEPARTMENT, PROVIDED SUCH BUILDINGS, STRUCTURES, OR IMPROVEMENTS DO NOT CAUSE AN OBSTRUCTION OR IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS THE RESERVE AREAS.

2. FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AND FOR THE BENEFIT OF THE CITY OF JENKS, OKLAHOMA, THE OWNER/DEVELOPER HEREBY ESTABLISHES AND GRANTS PERPETUAL, NON-EXCLUSIVE STORMWATER DRAINAGE AND DETENTION EASEMENTS ON, OVER, AND ACROSS RESERVES A, B, AND C AS DEPICTED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS AND RESERVE AREAS WITHIN THE SUBDIVISION, AND FROM PROPERTIES OUTSIDE OF THE SUBDIVISION.

### C. INDEMNIFICATION OF OWNER AND CITY

1. EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER/DEVELOPER AND THE CITY OF JENKS, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, LIABILITIES, AND DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP AND USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS.

2. EACH LOT AND RESERVE AREA OWNER AND RESIDENT AND MEMBER OF THE HOMEOWNERS' ASSOCIATION AGREES THAT NEITHER THE OWNER/DEVELOPER NOR THE CITY OF JENKS, OKLAHOMA, SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

# Preliminary Plat

PUD-154

# The Hideaway

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

### SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

#### A. APPROVAL

"THE HIDEAWAY" WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (PUD) NO. 154 ("ROW 40 JENKS") (HEREINAFTER, "PUD-154") AS PROVIDED WITHIN SECTION 16-9-8 OF THE JENKS, OKLAHOMA UNIFIED DEVELOPMENT ORDINANCE (UDO).

THE PUD OVERLAY DISTRICT WAS CREATED TO VISUALLY REPRESENT AREAS OF THE COMMUNITY THAT ARE GOVERNED BY AN APPROVED PLANNED UNIT DEVELOPMENT AS DETAILED IN SECTION 16-9-8 OF THE UDO. UPON APPROVAL OF A PLANNED UNIT DEVELOPMENT BY THE CITY COUNCIL, THE ZONING MAP SHALL BE AMENDED TO REFLECT THE PUD OVERLAY.

PUD-154 WAS AFFIRMATIVELY RECOMMENDED BY THE CITY OF JENKS PLANNING COMMISSION ON NOVEMBER 15, 2023, AND APPROVED BY THE JENKS CITY COUNCIL ON DECEMBER 4, 2023, WITH IMPLEMENTING ORDINANCE (ORDINANCE NO. 1633) APPROVED DECEMBER 5, 2023.

PUD-154 REQUIRES THE ESTABLISHMENT OF COVENANTS OF RECORD INURING TO AND ENFORCEABLE BY THE CITY OF JENKS, SUFFICIENT TO INSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY AMENDMENTS THERETO, AND THE OWNER DESIRES TO ESTABLISH THE RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE CITY OF JENKS, OKLAHOMA.

#### B. AMENDMENT(S)

ANY PUD OVERLAY DISTRICT AMENDMENTS TRANSPIRING HEREAFTER SHALL BE AS PROCESSED AS PROVIDED WITHIN SECTION 16-9-8 (I) AMENDMENTS TO APPROVED PLANNED UNIT DEVELOPMENT OF THE UNIFIED DEVELOPMENT ORDINANCE (UDO) OF THE CITY OF JENKS.

THE PUD PROVISIONS OF THE UDO ORDINANCE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE OFFICE OF CODE ENFORCEMENT, CITY OF JENKS, OKLAHOMA, SUFFICIENT TO INSURE THE IMPLEMENTATION OF AND CONTINUED COMPLIANCE WITH THE APPROVED PUD AND ANY FUTURE AMENDMENTS.

#### C. FILING OF A NEW PUD OR AMENDMENT(S)

THE CITY OF JENKS, IN ORDER TO PROVIDE AN ACCURATE RECORD OF THE APPROVED ESTABLISHED COVENANTS IDENTIFIED IN THE APPROVED ORDINANCE AND DETAILED IN THE DEVELOPMENT CRITERIA AND STANDARDS OF THE PUD OVERLAY DISTRICT DOES REQUIRE THAT ALL APPROVED PUD DOCUMENTS (MINOR OR MAJOR) BE FILED BY "SEPARATE INSTRUMENT" AS AN ADDENDUM TO THE DEED OF DEDICATION OF THE PLAT OF RECORD WITH THE TULSA COUNTY CLERK AND SEPARATE INSTRUMENT DOCUMENT SHALL BE AVAILABLE TO THE PUBLIC AT THE CITY OF JENKS PLANNING DEPARTMENT PER CITY OF JENKS POLICY.

#### D. PUD OVERLAY DISTRICT DOCUMENT ACCESS

REGARDING DEVELOPMENTS GOVERNED BY A PUD OVERLAY DISTRICT, PRIOR TO ANY SITE DEVELOPMENT OR DESIGN, CONTACT THE CITY OF JENKS OR PERFORM A TITLE SEARCH FOR THE APPROVED PLAT ADDENDUM DOCUMENT.

### SECTION IV. HOMEOWNERS' ASSOCIATION

#### A. FORMATION OF HOMEOWNERS' ASSOCIATION:

THE OWNER HAS FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF LOTS WITHIN THE HIDEAWAY (THE "HOMEOWNERS' ASSOCIATION" OR THE "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING PROPERTY AND FACILITIES INCLUDING BUT NOT LIMITED TO RESERVE AREAS, STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES AND EASEMENT AREAS, PRIVATE PARKS AND OTHER RECREATIONAL FACILITIES, ENTRY FEATURES, AND LANDSCAPING THAT ARE OR FROM TIME TO TIME MAY BE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION, AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, AND FOR ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE HOMEOWNERS' ASSOCIATION BY THE OWNER OR THE ASSOCIATION BY THE OWNER OR ITS SUCCESSORS OR ASSIGNS AS FURTHER OUTLINED IN SECTION IV.F. THE OWNER MAY DISCHARGE MANAGEMENT CONTROL OF THE HOMEOWNERS' ASSOCIATION UPON OCCUPANCY OF 51% OF THE LOTS IN THE SUBDIVISION.

#### B. MEMBERSHIP:

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

#### C. COVENANT FOR ASSESSMENTS:

THE OWNER AND EACH SUBSEQUENT OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREFOR, ARE DEEMED TO COVENANT AND AGREE TO PAY TO THE HOMEOWNERS' ASSOCIATION AN ANNUAL ASSESSMENT WHICH SHALL BE NO LESS THAN THE MINIMUM AMOUNT NECESSARY TO ADEQUATELY MAINTAIN AND SUPPORT ALL COMMON AREAS OF INTEREST INCLUDING, WITHOUT LIMITATION, ALL RESERVE AREAS DESIGNATED ON THE PLAT. SAID ASSESSMENTS WILL BE ESTABLISHED BY THE ASSOCIATION'S BOARD OF DIRECTORS IN ACCORDANCE WITH THE DECLARATION AND THE BYLAWS OF THE ASSOCIATION. AN UNPAID ASSESSMENT SHALL BECOME A LIEN ON THE LOT AGAINST WHICH IT IS MADE. THE LIEN, HOWEVER, SHALL BE SUBORDINATE TO THE LIEN OF ANY FIRST MORTGAGE.

#### D. SPECIAL ASSESSMENTS:

IN ADDITION TO THE ASSESSMENTS AUTHORIZED ABOVE, THE HOMEOWNERS' ASSOCIATION MAY LEVY A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFAYING, IN WHOLE OR IN PART, THE COSTS OF ANY CONSTRUCTION OR RECONSTRUCTION, REPAIR, OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON ANY COMMON AREA OR ENTRYWAYS, INCLUDING THE NECESSARY FIXTURES AND PERSONAL PROPERTY RELATED THERETO AND PAYMENT FOR ANY EXPENSES DEEMED NECESSARY AND APPROPRIATE BY THE BOARD OF DIRECTORS, SUBJECT TO THE TERMS OF AND AS MORE PARTICULARLY PROVIDED IN THE HOMEOWNERS' ASSOCIATION'S BYLAWS.

#### E. ENFORCEMENT RIGHTS OF THE ASSOCIATION:

THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

#### F. EXPANSION RIGHTS OF THE ASSOCIATION:

THE OWNER HEREBY RESERVES THE RIGHT TO ADD ADDITIONAL LAND TO THE HOMEOWNERS' ASSOCIATION TO SHARE IN BOTH USE AND COSTS OF RESERVE AREAS, OTHER COMMON AREAS, AND STORMWATER DRAINAGE, DETENTION, AND RETENTION FACILITIES LOCATED WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS. ADDITIONAL LAND CAN ONLY BE ADDED BY THE EXPRESS CONSENT OF THE ORIGINAL OWNER, UNTIL SUCH TIME AS THE OWNER RELINQUISHES THIS RIGHT TO THE HOMEOWNERS' ASSOCIATION BY INSTRUMENT DULY FILED OF RECORD. UPON ADDITION OF LAND AS PROVIDED HEREIN, THE OWNERS OF SUCH LAND SHALL BE PERMITTED ALL RIGHTS, PRIVILEGES, AND RESPONSIBILITIES OF THE HOMEOWNERS' ASSOCIATION.

#### G. REQUIRED MOWING OF VACANT LOTS:

THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MOW ANY VACANT LOT WITHIN THE DEVELOPMENT 10 DAYS AFTER THE LOT OWNER HAS RECEIVED NOTICE FROM THE CITY OF JENKS CODE ENFORCEMENT DEPARTMENT THAT SAID LOT IS IN VIOLATION OF JENKS CITY CODE SECTION 13-1-13, ABATEMENT OF WEEDS AND TRASH. THE HOMEOWNERS' ASSOCIATION SHALL HAVE THE RIGHT TO ADD COSTS OF SAID MOWING TO SAID LOT OWNER'S HOMEOWNERS' ASSOCIATION DUES TO BE COLLECTED IN ACCORDANCE WITH PARAGRAPH C. COVENANT FOR ASSESSMENTS.

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

#### A. ENFORCEMENT:

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION IV.G. REQUIRED MOWING OF VACANT LOTS ARE CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND IV.G., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION IV. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION IV.G.) SHALL INURE ONLY TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN THE SUBDIVISION AND THE HOMEOWNERS' ASSOCIATION PROVIDED FOR IN SECTION IV. IF THE UNDERSIGNED OWNER, OR ITS SUCCESSORS OR ASSIGNS, OR OWNERS OF ANY LOT WITHIN THE HIDEAWAY SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE BENEFICIARIES AS SPECIFICALLY OUTLINED HEREIN TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING, OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT BY THE HOMEOWNERS' ASSOCIATION OR AN OWNER OF A LOT, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN, OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEY'S FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

#### B. DURATION:

THE COVENANTS CONTAINED HEREIN SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE UNDERSIGNED OWNER, ITS GRANTEEES, SUCCESSORS AND ASSIGNS AND ALL PARTIES CLAIMING UNDER IT FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE OF THE RECORDING HEREOF, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AMENDED OR TERMINATED AS HEREINAFTER PROVIDED.

#### C. AMENDMENT OR TERMINATION:

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, SUBSECTION IV.G., AND THIS SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE JENKS PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF JENKS, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION IV. HOMEOWNERS' ASSOCIATION (EXCLUSIVE OF SUBSECTION IV.G.) AND ANY OTHER PROVISION OF THIS DEED OF DEDICATION WHICH DID NOT INITIALLY REQUIRE THE APPROVAL OF THE JENKS PLANNING COMMISSION OR THE CITY OF JENKS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER, WITHOUT THE APPROVAL OF THE CITY OF JENKS, UNTIL THE ASSOCIATION IS TURNED OVER TO THE LOT OWNERS, AFTER WHICH TIME SUCH AMENDMENT OR TERMINATION SHALL REQUIRE A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF MORE THAN 60% OF THE LOTS WITHIN THE SUBDIVISION; PROVIDED THAT, DURING SUCH PERIOD THAT THE OWNER IS THE RECORD OWNER OF AT LEAST ONE (1) LOT WITHIN THE SUBDIVISION, ANY CONFLICT OF AMENDING OR TERMINATING INSTRUMENTS SHALL BE CONTROLLED BY THAT INSTRUMENT EXECUTED BY THE OWNER. THE PROVISIONS OF ANY SUCH INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE THE INSTRUMENT IS PROPERLY RECORDED.

#### D. SEVERABILITY:

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

IN WITNESS WHEREOF, THE HIDEAWAY DEVELOPMENT CO LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

BY: \_\_\_\_\_  
[NAME], [TITLE]

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA   )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, PERSONALLY APPEARED [NAME], TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS [TITLE] OF THE HIDEAWAY DEVELOPMENT CO LLC, AND ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED THE SAME AS FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF THE HIDEAWAY DEVELOPMENT CO LLC FOR THE USES AND PURPOSES THEREIN SET FORTH, THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY

#### CERTIFICATE OF SURVEY

I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IN THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA, IS A REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

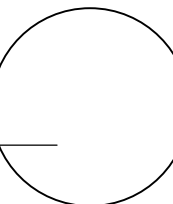


BY: DAN E. TANNER  
LICENSED LAND SURVEYOR  
OKLAHOMA NO. 1435

STATE OF OKLAHOMA )  
                                  ) SS  
COUNTY OF TULSA   )

THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026, BY DAN E. TANNER, AS A LICENSED LAND SURVEYOR.

10/15/2028  
MY COMMISSION EXPIRES: \_\_\_\_\_, NOTARY



# Conceptual Utility Plan

PUD-154

# The Hideaway

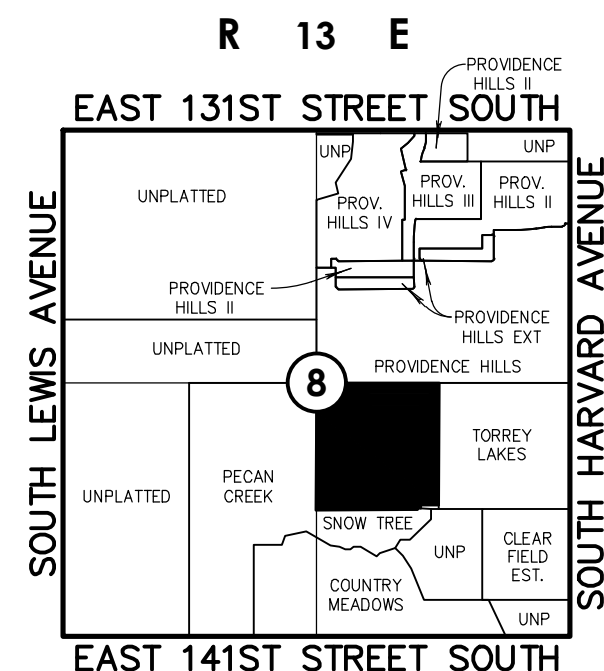
PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION EIGHT (8), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN AN ADDITION TO THE CITY OF JENKS, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:  
**The Hideaway Development Co LLC**

CONTACT: RICK DODSON  
EMAIL: DODSONBUILDER@GMAIL.COM  
5929 East 106th Place South  
Tulsa, Oklahoma 74137  
Phone: (918) 638-3033

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

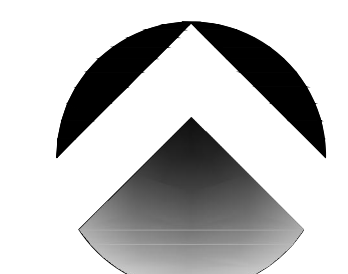
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2027  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929



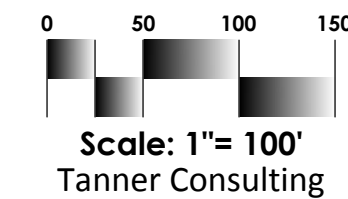
**Location Map**  
Scale: 1"= 2000'

**SUBDIVISION CONTAINS:**

ONE HUNDRED AND TWENTY-SEVEN (127) LOTS IN SIX (6) BLOCKS WITH THREE (3) RESERVE AREAS  
GROSS SUBDIVISION AREA: 38.537 ACRES

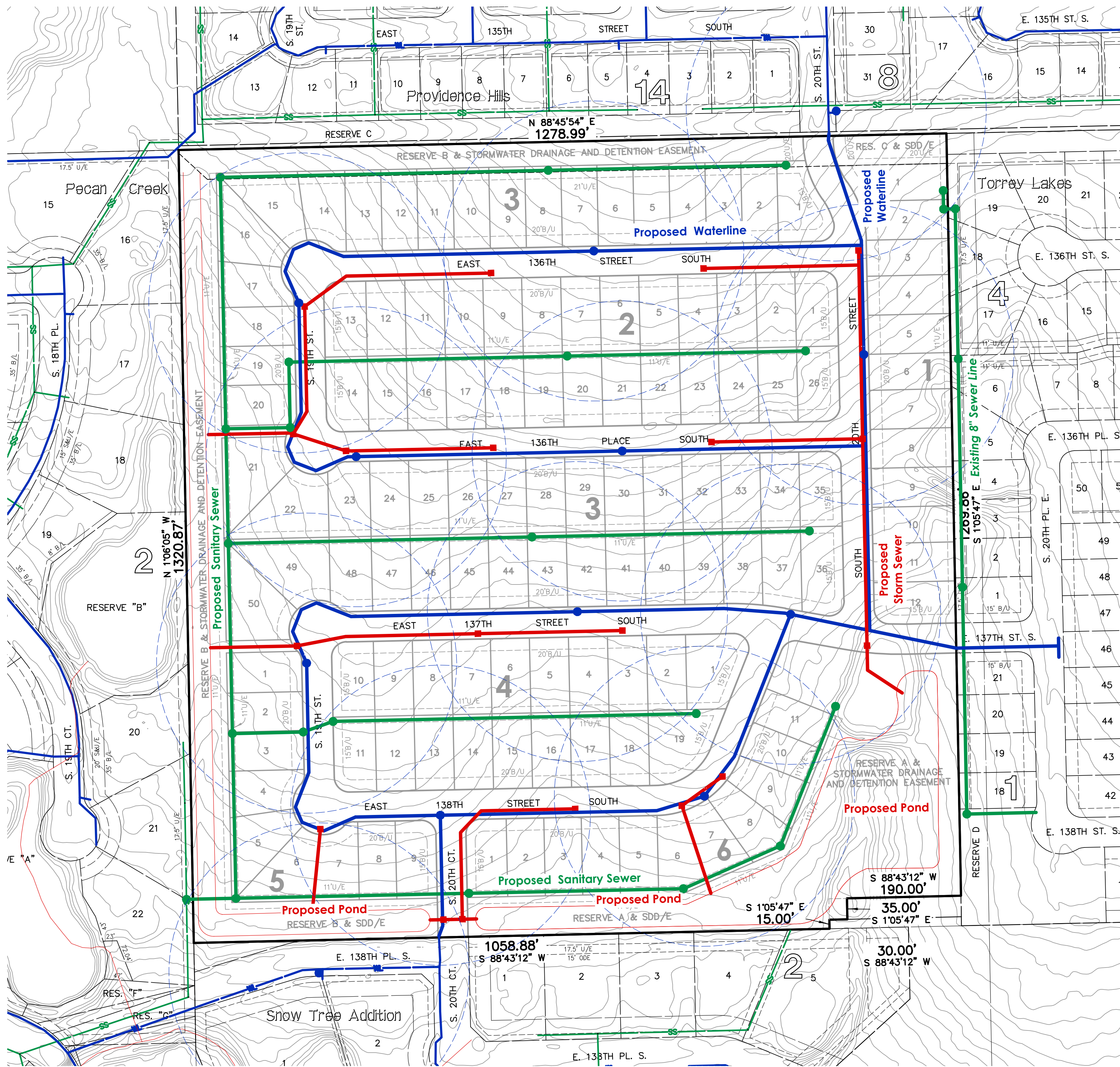


**NORTH**



**LEGEND**

- B/L BUILDING LINE
- B/U BUILDING LINE & UTILITY EASEMENT
- BK PG BOOK & PAGE
- CB CHORD BEARING
- CD CHORD DISTANCE
- CL CENTERLINE
- Δ DELTA ANGLE
- DOC DOCUMENT
- ESMT EASEMENT
- GOV/T GOVERNMENT
- LNA LIMITS OF NO ACCESS
- ODE OVERLAND DRAINAGE EASEMENT
- RES. RESERVE
- R/W RIGHT-OF-WAY
- SDD/E STORMWATER DRAINAGE AND DETENTION EASEMENT
- U/E UTILITY EASEMENT
- /234 ADDRESS ASSIGNED
- FOUND MONUMENT
- SET MONUMENT (SEE NOTE 2)
- STORMSEWER INLET
- FIRE HYDRANT
- SANITARY SEWER MANHOLE



DATE OF PREPARATION: December 10, 2025

**The Hideaway**  
SHEET 1 OF 1

To Chair Dr. Scott West and Planning Commission  
Hearing Date January 08, 2026  
Request Amendments to the adopted (UDO) Unified Development Standards of Chapter 16, Article 7 Sign Standards, no changes were made to Article 3  
Location UDO Standards  
Applicant City of Jenks

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Staff Report Preparer | Marcaé Hilton

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Attachments

- UDO Standards
- Recommended Changes to UDO

Preparer  
Houseal Lavign  
Marcaé Hilton

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## Background Information

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**STAFF COMMENTARY** | This request is to recommend amendments to the UDO sign standards (Article 7 of Chapter 16). Staff took recent requests, from business owners seeking signs, under consideration and evaluated the sign language accordingly. Staff also reviewed the former version of the “zoning code” prior to the “UDO” adoption and made a few edits to closer meet the standards previously allowed, while still protecting and preserving the right of free speech and expression.

## PLANNING DATA

Public Comment: None | Minor Subdivisions do not require a public notice  
Request: Amend certain sections of the Sign Standards in the UDO

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## Staff Evaluation & Recommendation

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**EVALUATION** | Staff has provided additional language to the sign code to better accommodate requests from the public.

**RECOMMENDATION:** Staff recommends approval of the changes to the UDO sign standards.

1. Add the definition of a monument sign to the definition section of the UDO in next round of edits.  
*\*Definition of Monument Sign, the sign base shall be greater than 25% of the width of the sign face to be considered a monument.*
2. Confirm with City Attorney on all additional language prior to adoption of ordinance. Z:\A - Planning\Zoning Code\UDO Updates 2025.11



Figure 1: Memorial | pole signs



Figure 2: Memorial | multi-tenant monument sign

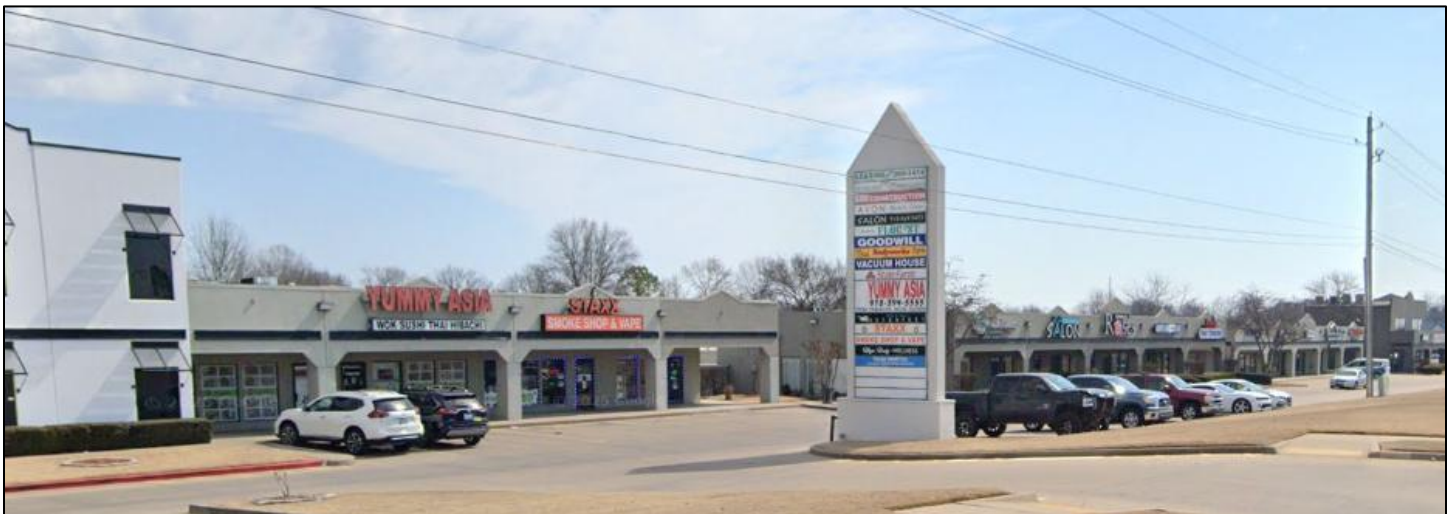


Figure 3: Memorial | multi-tenant monument sign



Figure 4: Memorial | Multi-tenant monument sign



Figure 5: Memorial | Multi-tenant monument sign



Figure 6: Brookside | Sign above wall, Peoria

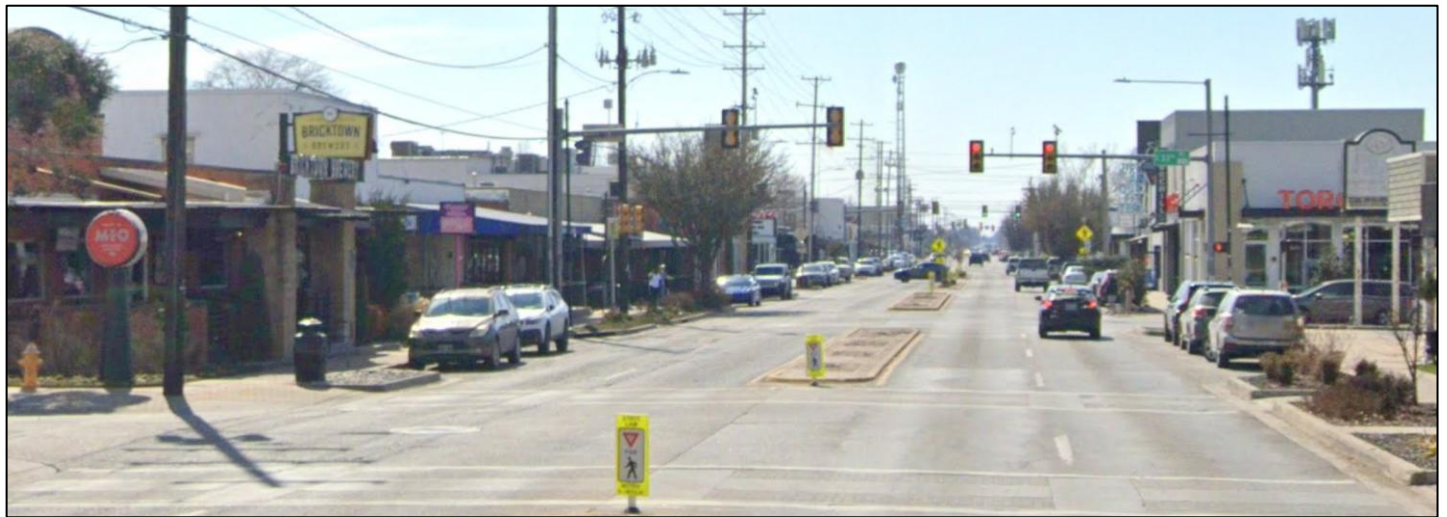


Figure 7: Brookside | facing south, pole sign, wall sign, awning sign

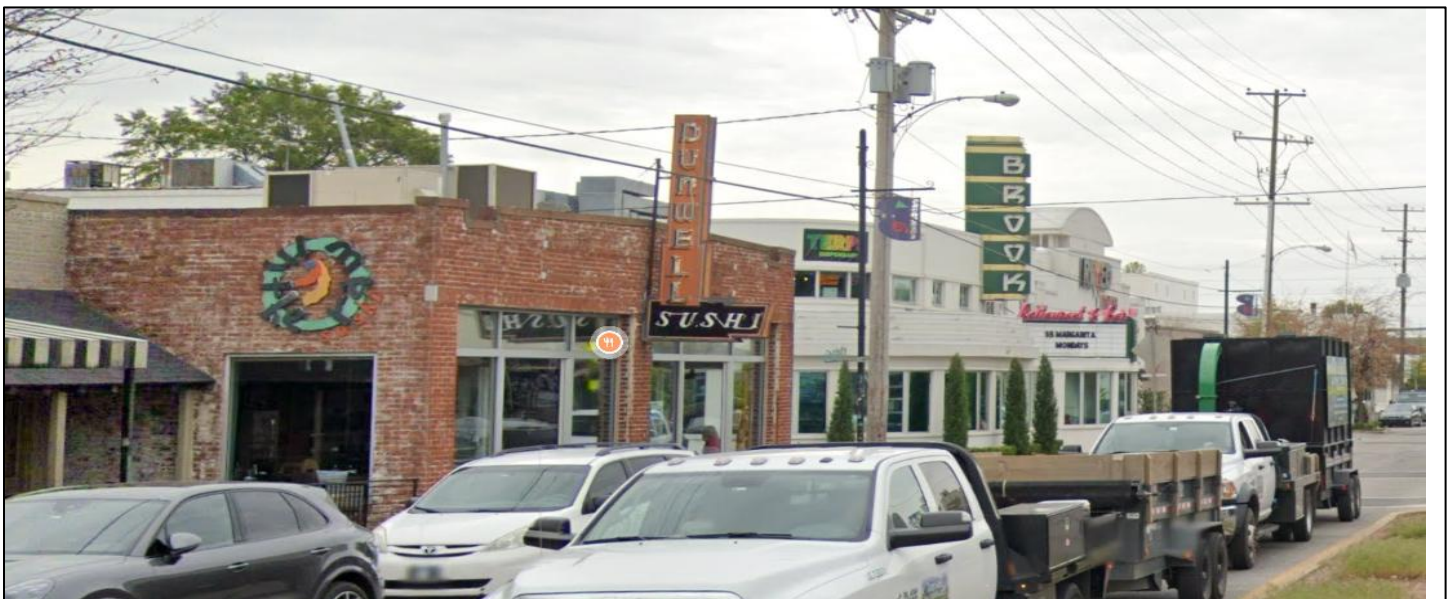


Figure 8: Brookside | Sign above wall, Peoria



Figure 9: Jenks Main Street wall signs



Figure 10: Jenks Main Street pole signs



Figure 11: Jenks | Main Street | pole signs

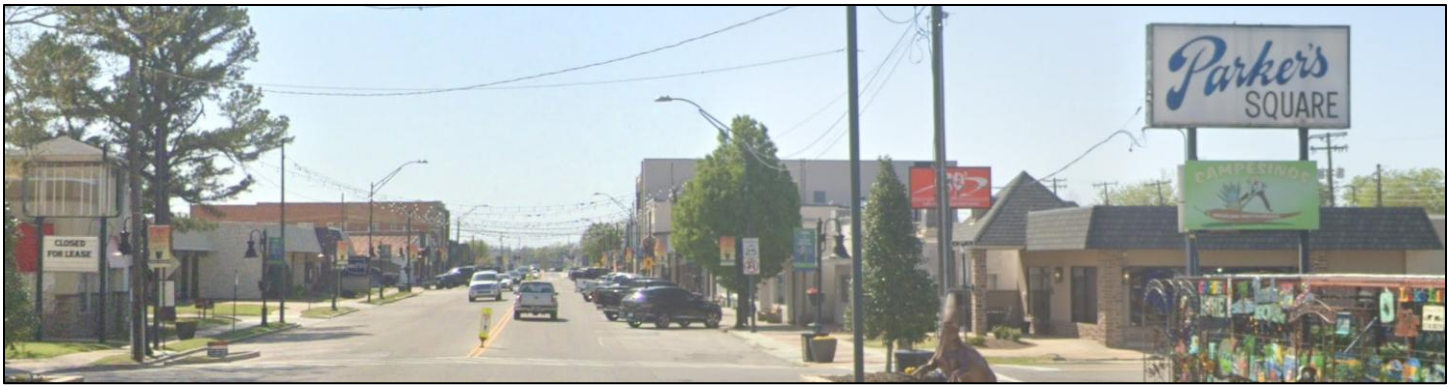


Figure 12: Jenks | Main Street | pole signs



Figure 13: Jenks | Main Street | non-conforming monument sign



Figure 14: Jenks | Main Street | pole signs



Figure 15: Jenks | Main Street | pole signs



Figure 16: Jenks | Main Street | pole signs



Figure 17: Jenks | Elm Street | pole signs



Figure 18: Jenks | Jenks Landing | Multi-tenant signs



Figure 19: Glenpool Walmart Subdivision | pole signs



Figure 20: Glenpool Walmart Subdivision | monument sign



Figure 21: Glenpool | pole signs



Figure 22: Glenpool | multi-tenant and pole signs



Figure 23: Memorial | pole signs



Figure 24: Memorial | Monument and pole signs



Figure 25: Memorial | Monument and Pole Signs



Figure 26: Broken Arrow | Multi-tenant pole sign



Figure 27: Broken Arrow | Memorial | way finding

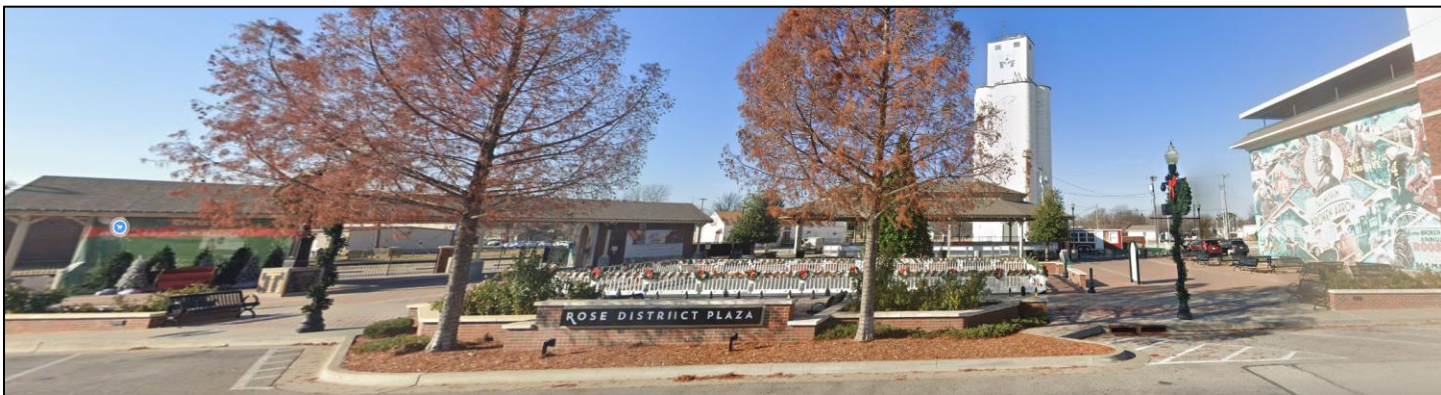


Figure 28: Broken Arrow Main Street | Monument sign



Figure 29: Broken Arrow Main Street | Monument sign and billboard



Figure 30: Jenks Main Street | wayfinding and traffic signs.



Figure 31: Jenks Main Street | Multitenant monument sign, way finding, billboard



Figure 32: Electronic Message Board



Figure 33: Animated Neon Sign



Figure 34: Cabinet Sign



Figure 35: Cabinet Sign

Figure 36: cabinet sign



Figure 37: canopy sign



Figure 38: canopy sign



Figure 39: Canopy Sign



Figure 40: Monument Sign



Figure 41: Multi-tenant sign



Figure 42: Post Sign

**RECOMMENDATION:** Staff recommends conditional approval as seen in the Article 7 Attachment titled, "ARTICLE\_7.\_SIGN\_STANDARDS.PC12.17.2025"

## **ARTICLE 7. SIGN STANDARDS**

### **Sec. 16-7-1. Purpose and Intent.**

- (A) *Purpose.* The purpose of this article is to set out regulations for the erection and maintenance of signs visible from the public right-of-way while preserving the right of free speech and expression.
- (B) *Scope.* The regulations of [this] article shall provide a balanced and fair legal framework for design, construction, and placement of signs that:
- (1) Promotes the safety of persons and property by ensuring that signs do not create a hazard by:
    - (a) Collapsing, catching fire, or otherwise decaying,
    - (b) Confusing or distracting motorists, or
    - (c) Impairing drivers' ability to see pedestrians, obstacles, or other vehicles, or to read traffic signs.
  - (2) Promotes the efficient communication of messages, and ensures that persons exposed to signs:
    - (a) Are not overwhelmed by the number of messages presented, and
    - (b) Are able to exercise freedom of choice to observe or ignore said messages according to the observer's purpose.
  - (3) Protects the public welfare and enhances the appearance and economic value of the community by protecting scenic views and avoiding sign clutter that can compromise the character, quality, and viability of commercial corridors,
  - (4) Ensures that signs are compatible with their surroundings, and prevents the construction of signs that are a nuisance to occupants of adjacent and contiguous property due to brightness, reflectivity, bulk, or height,
  - (5) Promotes the use of signs that are aesthetically pleasing, of appropriate scale, and integrated with the built environment, in order to meet the objectives related to the quality and character of development set forth in the Comprehensive Plan of the City of Jenks,
  - (6) Enhances property values and business opportunities,
  - (7) Assists in wayfinding, and
  - (8) Provides fair and consistent permitting and enforcement.
- (C) *Authority.* The City Council finds that:
- (1) This article advances important and substantial governmental interests,
  - (2) The regulations set out in this article are unrelated to the suppression of constitutionally-protected free expression and do not involve the content of protected messages which may be displayed on signs, nor do they involve the viewpoint of individual speakers,
  - (3) The incidental restriction on the freedom of speech is no greater than is essential to the furtherance of the interests protected by this article, and

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- (4) Certain types of speech are not protected by the First Amendment due to the harm that they cause to individuals or the community, and speech that is harmful to minors may be prohibited in places that are accessible to minors.
  - (5) Any Planned Unit Development ordinance or Specific Use approved prior to the adoption of this UDO which references compliance with the City of Jenks Zoning Code shall meet the applicable sign standards of this UDO.
- (D) *General Findings of Fact.* The City Council finds that:
- (1) The ability to display signs of reasonable size and dimensions is vital to the health and sustainability of many businesses, and the display of signs with noncommercial messages is a traditional component of the freedom of speech, but the constitutional guarantee of free speech may be limited by appropriate and constrained regulation that is unrelated to the expression itself,
  - (2) The City has an important and substantial interest in preventing sign clutter (which is the proliferation of signs of increasing size and dimensions as a result of competition among property owners for the attention of passing motorists), because sign clutter degrades the character of the community, makes the community a less attractive place for commerce and private investment, and dilutes or obscures messages displayed along the City's streets by creating visual confusion and aesthetic blight,
  - (3) Sign clutter can be prevented by regulations that balance the legitimate needs of individual property owners to convey their commercial and noncommercial messages against the comparable needs of adjacent and nearby property owners and the interest of the community as a whole in providing for a high-quality community character,
  - (4) Temporary signs that are not constructed of weather-resistant materials are often damaged or destroyed by wind, rain, and sun, and after such damage or destruction, degrade the aesthetics of the City's streets if they are not removed,
  - (5) The City has an important and substantial interest in keeping its rights-of-way clear of obstructions and litter,
  - (6) The City has an important and substantial interest in protecting the health of its tree canopy, which contributes to the character and value of the community, and
  - (7) The uncontrolled use of billboard signs and their location, density, size, shape, motion, illumination, and demand for attention can be injurious to the purposes of this UDO, and destructive to community character and property values, and that, as such, restrictions on the display of off-premises commercial messages are necessary and desirable.

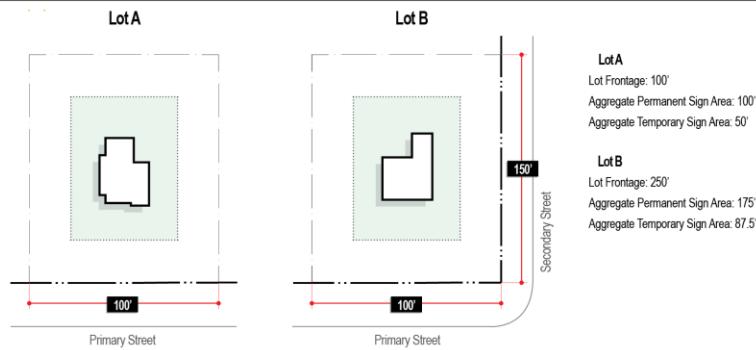
(Ord. No. 1581 , § II, 4-5-2022)

### **Sec. 16-7-2. Limit on Sign Area.**

- (A) Reserved.
- (B) *Temporary Sign Area Limit.* Each lot shall be allowed aggregate temporary sign area equal to one-half square foot of sign area per linear foot of lot frontage.
- (C) *Premises Having Frontage on More Than One Dedicated Street.* Premises having frontage on more than one dedicated street will be allowed an additional one-half square foot of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

- (D) *Irregularly Shaped Lots.* Irregularly shaped lots with minimal lot frontage, relative to more typically shaped lots in the district, may petition for additional aggregate sign area through the Comprehensive Sign Plan process as detailed in section 16-7-9.

Figure 7.1: Limit on Sign Area



(Ord. No. 1581 , § II, 4-5-2022; Ord. No. 1624 , § V, 10-17-2023)

**Sec. 16-7-3. Sign Measurement.**

- (A) *Sign Height.* Sign height shall be measured by the total distance between the highest point on the sign to the average elevation of the ground upon which the sign supports are placed, except when the sign supports rest upon a berm or other area elevated above the surrounding ground or when the sign supports rest upon a ditch or other area lower than the surrounding ground. In such cases, the elevation of the centerline of the adjacent roadway shall be considered as the ground level.

Figure 7.2: Sign Height Measurement



- (B) *Sign Area.* Unless otherwise defined, sign area is determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the copy. A maximum of two geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one face only.

Figure 7.3: Sign Area Measurement



(Ord. No. 1581 , § II, 4-5-2022)

**Sec. 16-7-4. Permitted Sign Types.**

The following key is to be used in the interpretation of Table 16-7-4.

- (A) *Permitted Sign Types.* Sign types marked as "P" in the table shall be permitted subject to all applicable regulations of this UDO and only after the issuance of a Sign Permit as detailed in section 16-9-3(F).
- (B) *Allowed Sign Types.* Sign types marked as "A" in the table shall be allowed subject to all applicable regulations of this UDO.
- (C) *Prohibited Sign Types.* A blank space in the table indicates that a sign type is not allowed in the respective zoning district.
- (D) *Unlisted Sign Types.* Sign types that are not included in Table 16-7-4 shall be considered prohibited.

Table 16-7-4: Permitted Sign Types by District												
Sign Type	District											
	R Districts	AG	OL	OM	LC	CS	CG	DC	DT	RTC	IL	IM
<b>Permanent Signs</b>												
Wall Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Single-Tenant *Monument Sign	P (1)(2)	P (1)	P	P	P	P	P			P	P	P
Multi-Tenant *Monument Sign		<u>P (1)</u>	P	P	P	P	P			P	P	P
Post Sign, Permanent		<u>P (1)</u>						P	P			
-Pole/Pylon Sign						P (3)	P (3)				P (3)	P (3)
Awning/Canopy Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Blade Sign		<u>P (1)</u>	P	P	P	P	P	P	P	P	P	P
Window Sign, Permanent		<u>P (1)</u>	P	P	P	P	P	P	P	P	P	P
Billboard Sign						P (3)	P (3)				P (3)	P (3)
<u>Digital Sign</u>		<u>P (1)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

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(Supp. No. 6)

<u>Electronic Message Board</u>		<u>P (1)</u>			<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>		
<b>Temporary Signs</b>												
Wall-Mounted Banner Sign	P (1)	P (1)	P	P	P	P	P	P	P	P	P	P
Ground-Mounted Banner Sign	P (1)	P (1)	P	P	P	P	P			P	P	P
Feather Sign						P	P				P	P
Window Sign, Temporary			P	P	P	P	P	P	P	P	P	P
Post Sign, Temporary	A	A	A	A	A	A	A	A	A	A	A	A
<u>Sports facility sponsorship signs</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>	<u>A</u>
Yard Sign	A	A	A	A	A	A	A				A	A
<b>Notes:</b>												
(1) Sign shall be permitted for nonresidential, mixed use, or multifamily developments only.												
(2) Sign shall be permitted at entryways or gateways to subdivisions or neighborhoods only.												
(3) Sign spacing requirements for Billboard Signs are found in the Oklahoma Department of Transportation "Outdoor Advertising Brochure," billboards may be placed along United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only.												
<u>*Definition of Monument Sign, the sign base shall be greater than 25% of the width of the sign face to be considered a monument.</u>												

(Ord. No. 1581 , § II, 4-5-2022; Ord. No. 1624 , § V(Att. D), 10-17-2023)

**Sec. 16-7-5. Permanent Sign Standards.**

(A) *Wall Signs.*

(1) *Sign Area.*

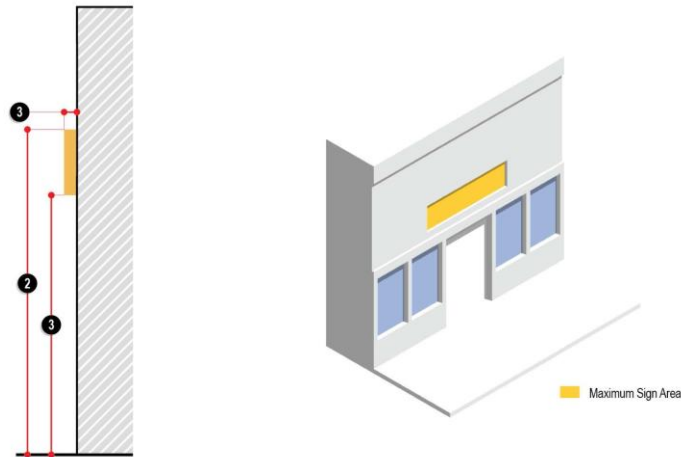
- (a) The maximum sign area of wall signs in the AG, R, OL, LC, DT, and DC Districts shall not exceed (5%) five percent of the total area of the facade of the wall to which the sign is to be affixed or (40) forty square feet, whichever is greater.
- (b) The maximum sign area of wall signs in the OM, CS, RTC, and IL Districts shall not exceed (10%) ten percent of the total area of the facade of the wall to which the sign is to be affixed or (50) fifty square feet, whichever is greater.
- (c) The maximum sign area of wall signs in the CG and IM Districts shall not exceed (15%) 15 percent of the total area of the facade of the wall to which the sign is to be affixed or (60) sixty square feet, whichever is greater.

(2) *Sign Height.* No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.

(3) *Sign Depth.*

- (a) A wall sign shall not extend more than (6") six inches from the wall of the building or structure to which it is attached.
- (b) A wall sign shall maintain a minimum vertical clearance of (10') ten feet from grade.

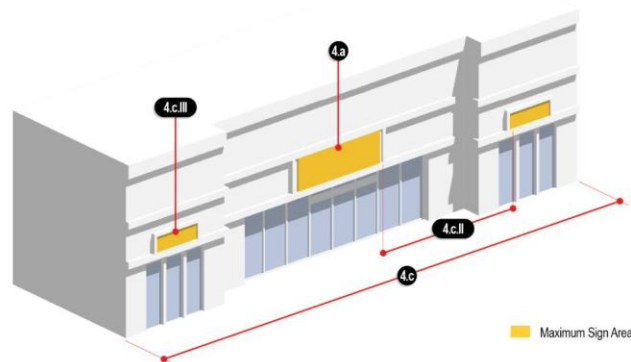
Figure 7.4: Wall Sign Area, Height, and Projection



(4) *Number of Signs.*

- (a) Single tenant buildings shall be permitted a total of (2) two wall signs; however only (1) one wall sign shall be displayed on any single building façade.
- (b) Multi-tenant buildings shall be permitted (1) one wall sign per unit.
- (c) A maximum of (2) two secondary wall signs may be authorized for buildings with lineal frontage in excess of (75') seventy feet by the City Planner provided such additional signage is:
  - (I) In keeping with the overall design and architecture of the building,
  - (II) A minimum of (20') twenty feet from the primary wall sign and other secondary wall signs,
  - (III) A maximum of (50%) fifty percent of the size of the primary wall sign,
  - (IV) Less visually prominent on the site than the building's primary wall sign, and
  - (V) The total area of all primary and secondary wall signs does not exceed the maximum wall sign area as established in section 16-7-5(A)(1).

Figure 7.5: Secondary Wall Signs



- (5) *Sign Copy.* If the sign copy utilized on a wall sign is either individually affixed letters, raceway letters, applied vinyl, or printed, etched, or otherwise incorporated directly on the sign's backing plate, the City Planner may approve an increase in sign area up to an additional (5%) five percent of the total area of

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the face of the wall to which the sign is to be affixed. Box/cabinet signs shall be prohibited in the Downtown Commercial District.

(6) *Other Provisions.*

- (a) No wall sign shall cover any architectural features (architectural features shall include but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
- (b) No wall sign shall be affixed to HVAC screening, elevator overrun, or other structures protruding from the roof of the principal building, excluding architectural features that are an integral part of the principal building.

(B) *Single-Tenant Monument Signs.*

(1) *Sign Area.*

- (a) The maximum sign area of single-tenant monument signs in the AG, R, OL, and LC, Districts shall not exceed (1530) fifteen-thirty square feet.

i. Residential Subdivisions are limited to (15) fifteen square feet unless they meet the following criteria.

- o Residential Subdivisions may be approved for additional square footage when accompanied by a PUD; and the signage is part of the entry feature.
- o Entry feature signage for residential subdivisions may be approved for lettering up to 2 feet in height when attached to a wall less than 3 feet in height.
- o Digital signs are not permitted in the residential zonings.

- (b) The maximum sign area of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed (3045) forty-five thirty-square feet.

- (c) The maximum sign area of single-tenant monument signs in the CG and IM Districts shall not exceed (4555) fortyfifty-five square feet.

- (d) The maximum sign area of (100) one hundred square feet is allowed for a single-tenant monument sign within (500') five hundred feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only, measured by the shortest distance from the physical edge of paving to the sign location.

(2) *Sign Height.*

- (a) The maximum sign height of single-tenant monument signs in the R, OL, and LC Districts shall not exceed (5') five feet.

- (b) The maximum sign height of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed (7') seven feet.

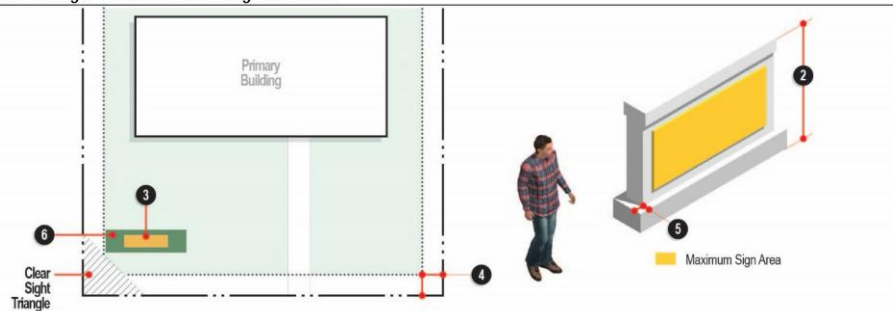
- (c) The maximum sign height of single-tenant monument signs in the CG and IM Districts shall not exceed (10') ten feet.

- (d) The maximum sign height of (30) thirty feet is allowed for a single-tenant monument sign within (500') five hundred feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes measured by the shortest distance from the physical edge of paving to the sign location.

- (3) *Number of Signs.* A maximum of one single-tenant monument sign shall be permitted per lot frontage.

- (4) *Location.* Single-tenant monument signs shall comply with the following locational standards.
  - (a) Shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
  - (b) Shall not block points of ingress or egress;
  - (c) Shall not be placed in any sidewalk or pedestrian circulation system, and
  - (d) Shall not be located in a clear sight triangle as detailed in section 16-6-6.
- (5) *Sign Base.* The base of single-tenant monument sign, including all structural components, shall extend horizontally from the sign face a minimum of (10%) ten percent and a maximum of (25%) twenty-five percent of the width of the sign face. The base of single-tenant monument signs shall be constructed from masonry, stone, or similar high-quality materials in keeping with the materials and design of the principal building of the lot.
- (6) *Landscape Requirement.* All single-tenant monument signs shall be required to plant and maintain a landscape area at the base of the sign. The minimum area of the landscape area shall be equal to half of the square footage of the sign area of the associated sign. Landscape areas shall be planted with one shrub or native grass per every (3) three square feet of required landscape area.
- (7) *Other Provisions.* A single-tenant monument sign shall not be permitted on a lot frontage with an existing single-tenant monument sign or pole/pylon sign.

Figure 7.6: Single-Tenant Monument Sign Standards

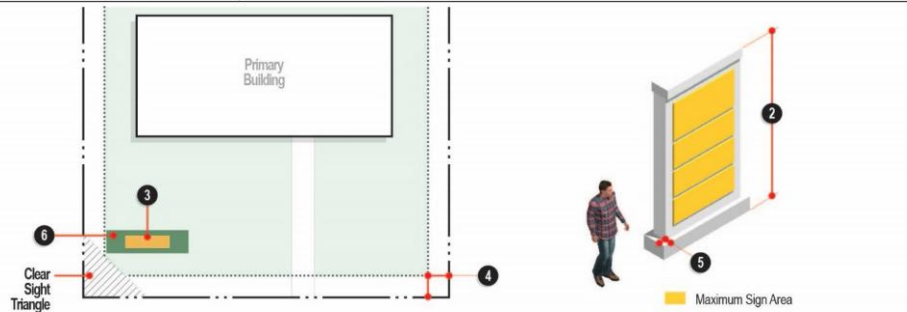


(C) *Multi-Tenant Monument Signs.*

- (1) *Sign Area.*
  - (a) The maximum sign area of multi-tenant monument signs in the RAG, OL, and LC Districts shall not exceed (3050) thirty-five square feet.
  - (b) The maximum sign area of multi-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed (6075) sixty-seventy-five square feet.
  - (c) The maximum sign area of multi-tenant monument signs in the CG and IM Districts shall not exceed (90) ninety square feet.
  - (d) The maximum sign area of (200) two hundred square feet is allowed for a multi-tenant monument sign within (500') five hundred feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only, measured by the shortest distance from the physical edge of paving to the sign location.
- (2) *Sign Height.*
  - (a) The maximum sign height of multi-tenant monument signs in the RAG, OL, and LC Districts shall not exceed (10') ten feet.

- (b) The maximum sign height of single-tenant monument signs in the OM, CS, RTC, and IL Districts shall not exceed (14') fourteen feet.
  - (c) The maximum sign height of single-tenant monument signs in the CG and IM Districts shall not exceed (20') twenty feet.
  - (d) The maximum sign height of (30) thirty square feet is allowed for a multi-tenant monument sign within (500') five hundred feet of United States Federal Highways, Federal Interstate Highways, State of Oklahoma Highways, U.S. or State Toll ways or Turnpikes only, measured by the shortest distance from the physical edge of paving to the sign location.
- (3) *Number of Signs.* A maximum of one multi-tenant monument sign shall be permitted per lot frontage.
  - (4) *Location.* Multi-tenant monument signs shall be located a minimum of five feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian circulation system and shall not be located in a clear sight triangle as detailed in section 16-6-6.
  - (5) *Sign Base.* The base of multi-tenant monument signs, including all structural components, shall extend horizontally from the sign face a minimum of ten percent and a maximum of 25 percent of the width of the sign face. The base of single-tenant monument signs shall be constructed from masonry, stone, or similar high-quality materials in keeping with the materials and design of the principal building of the lot.
  - (6) *Landscape Requirement.* All multi-tenant monument signs shall be required to plant and maintain a landscape area at the base of the sign. The minimum area of the landscape area shall be equal to half of the square footage of the sign area of the associated sign. Landscape areas shall be planted with one shrub or native grass per every (3) three square feet.
  - (7) *Other Provisions.* A multi-tenant monument sign shall not be permitted on a lot frontage with an existing monument sign or pole/pylon sign.

Figure 7.7: Multi-Tenant Monument Sign Standards

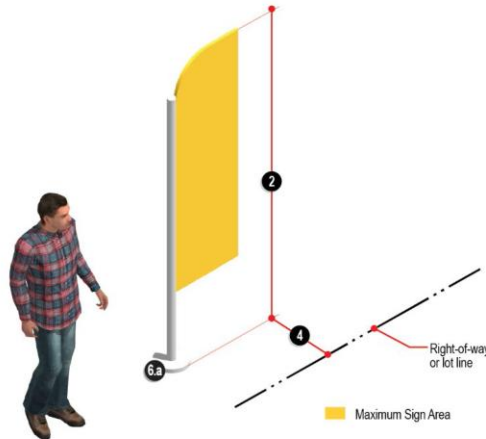


(D) *Post Sign, Permanent.*

- (1) *Sign Area.* The maximum sign area of a permanent post sign shall not exceed (6) six square feet.
- (2) *Sign Height.* The maximum height of a permanent post sign shall not exceed (6') six feet.
- (3) *Number of Signs.* A maximum of (1) one permanent post sign shall be allowed per lot frontage.
- (4) *Location.* Permanent post signs shall meet the following locational requirements.
  - (a) Shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
  - (b) Shall not block points of ingress or egress;

- (c) Shall not be placed in any sidewalk or pedestrian circulation system, and
  - (d) Shall not be located in a clear sight triangle as detailed in section 16-6-6.
- (5) *Other Provisions.*
- (a) Permanent post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
  - (b) Permanent Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

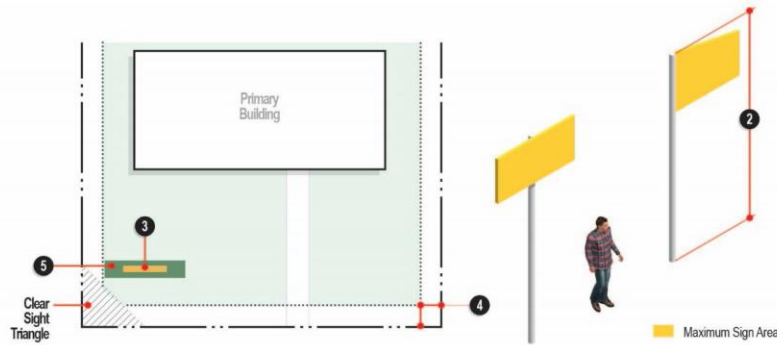
Figure 7.8: Permanent Post Sign Standards



(E) *Pole/Pylon Signs.*

- (1) *Sign Area.* The sign area of pole/pylon signs shall not exceed (30) thirty square feet in any district.
- (2) *Sign Height.* The sign height of pole/pylon signs shall not exceed (40') forty feet in any district.
- (3) *Number of Signs.* A maximum of one pole/pylon sign shall be permitted per lot.
- (4) *Location.* Pole/Pylon signs shall comply with the following locational standards.
  - (a) Shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
  - (b) Shall not block points of ingress or egress;
  - (c) Shall not be placed in any sidewalk or pedestrian circulation system; and
  - (d) Shall not be located in a clear sight triangle as detailed in section 16-6-6.
- (5) *Landscape Requirement.* All pole/pylon signs shall be required to plant and maintain a landscape area at the base of the sign. The minimum area of the landscape area shall be equal to the square footage of the sign area of the associated sign. Landscape areas shall be planted with one shrub or native grass per every (3) three square feet.
- (6) *Other Provisions.* A pole/pylon sign shall not be permitted on a lot frontage with an existing monument sign or pole/pylon sign.

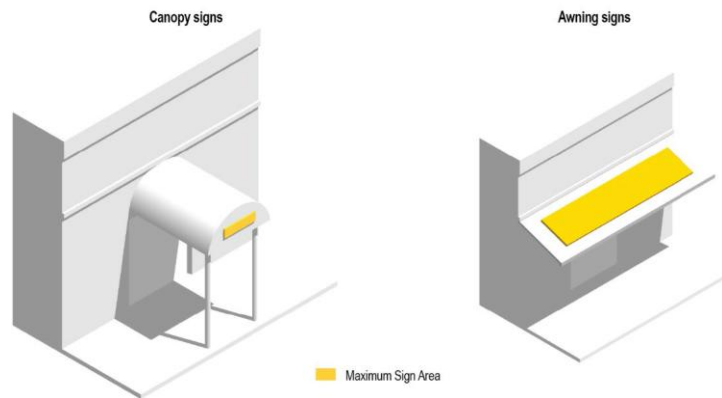
Figure 7.9: Pole/Pylon Sign Standards



(F) *Awning/Canopy Signs.*

- (1) *Sign Area.* The maximum sign area of awning/canopy signs shall be (50%) fifty percent of the face of the awning or canopy upon which the sign shall be printed or affixed. The area of the awning or canopy sign shall count towards the maximum amount of sign area permitted for wall signs as detailed in section 16-7-5(A)(1).
- (2) *Other Provisions.* Awning/canopy signs shall only be permitted on awnings/canopies extending above ground floor entrances or windows.

Figure 7.10: Awning-Canopy Sign Standards

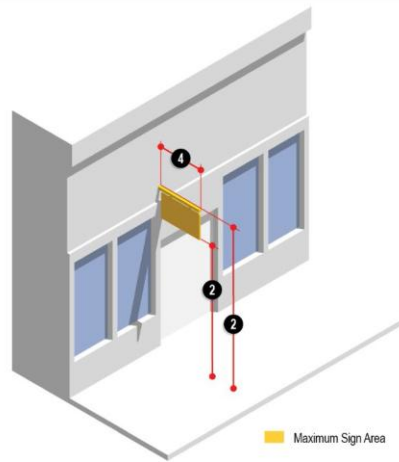


(G) *Blade/Projecting Signs.*

- (1) *Sign Area.*
  - (a) The maximum permitted sign area of blade signs shall be (4) four square feet.
  - (b) The maximum permitted sign area of projecting signs shall be equal to twice the median height of the building.
- (2) *Height.*
  - (a) Blade signs shall not extend above the roofline of the building to which it is attached, or a maximum of (12') twelve feet, whichever is less, and shall maintain a minimum vertical clearance of (10') ten feet.
  - (b) Projecting signs shall not exceed the height of the parapet or wall to which it is attached by more than (25%) twenty-five percent and shall maintain a minimum vertical clearance of (10') ten feet.

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- (3) *Number of Signs.* A maximum of (1) one blade sign shall be permitted per ground floor nonresidential tenant space. A blade sign may be displayed on the same building frontage as a wall or an awning or canopy sign, and projecting sign.
  - (4) *Projection.* Blade signs shall horizontally project a maximum of (4') four feet from the mean elevation of the building to which it is attached or with staff recommendation and approval of Planning Commission. Projecting blade signs shall not be continuously attached to the surface of the wall.
  - (5) *Other Provisions.*
    - (a) *Illumination.*
      - i. Blade signs shall not be internally illuminated.
      - ii. Projecting signs may incorporate neon or other illumination; staff may require approval from Planning Commission for other requests.
    - (b) Blade and Projecting signs may encroach upon, extend, or project over a public right-of-way or easement. The property owner may be required to provide a release or hold harmless to the City prior to issuing permits for any such signs.

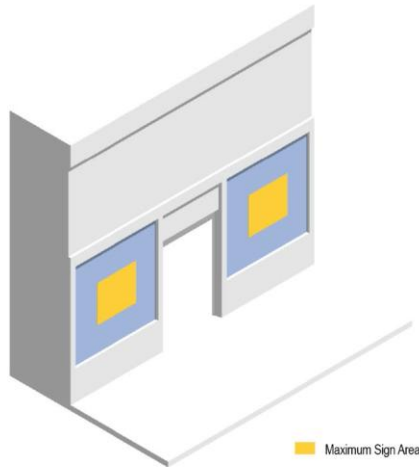
*Figure 7.11: Blade Sign Standards*



(H) *Window Signs, Permanent.*

- (1) *Sign Area.* The maximum permitted sign area of a permanent window sign shall be 25 percent of the square footage of the individual window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with temporary window sign area.

Figure 7.12: Permanent Window Sign Standards

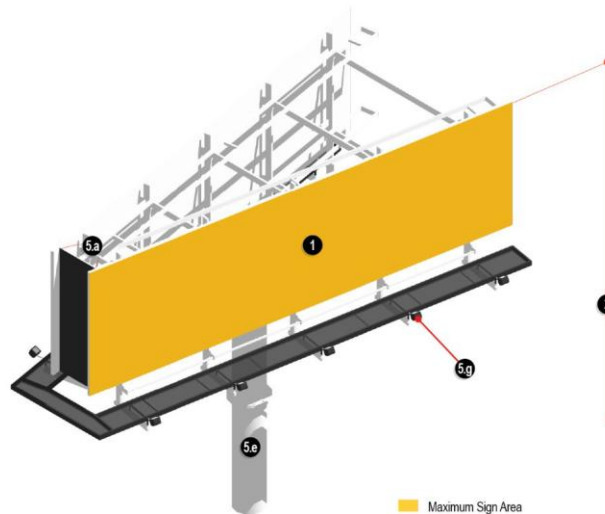


(I) *Billboard Signs.*

- (1) *Sign Area.* The maximum sign area of billboard signs shall not exceed (14' x 48') fourteen feet by forty-eight feet and may include an additional (3' x 48') three foot by forty-eight foot marquee located at the base of the sign face.
- (2) *Sign Height.* The maximum height of billboard signs shall not exceed (50') fifty feet.
- (3) *Sign Separation.*
  - (a) A minimum distance of 1,000 linear feet shall be required between billboard signs. The separation requirement shall apply to the side of the roadway the sign is located upon.
  - (b) Billboard signs shall maintain a minimum separation of (50') fifty feet from any monument sign or pole/pylon sign. The separation requirement shall be measured in a straight line from the nearest point on the sign to the nearest point of any monument sign or pole/pylon sign.
- (4) *Location.*
  - (a) No billboard sign shall be located within (300') three hundred feet of a public park. The setback requirement shall be measured in a straight line from the nearest point on the sign to the nearest point on the property of the park.
  - (b) Billboard signs, if visible from an R district or if visible from a designated residential development area, shall be setback from such district or area a minimum linear distance equal to the area of the billboard sign. The setback requirement shall be measured in a straight line from the nearest point on a sign to the nearest point of an R district or residential development area boundary line.
  - (c) No portion of a billboard sign shall be located within (10') ten feet of a freeway right-of-way. The setback requirement shall be measured in a straight line from the nearest point on a sign to the nearest point of the freeway right-of-way boundary line.
  - (d) No billboard sign shall be permitted to be located upon or constructed within a required landscape zone, off-street parking area, or off-street loading area, nor to otherwise obstruct vehicular or pedestrian access or circulation or pose any other hazard to motor vehicle traffic exiting, entering, or traveling within the site on which the sign is located.
- (5) *Other Provisions.*

- (a) No billboard sign shall contain more than (2) two sides, and only (1) one side shall be included in the computation of display surface area. The (2) two sides shall face in opposite directions. "Opposite" shall, in addition to its ordinary meaning, include V-shaped signs when the angle of separation of the display surfaces does not exceed 30 degrees.
- (b) A billboard sign shall be oriented to be primarily visible from the freeway.
- (c) No billboard sign shall contain flashing, blinking, or traveling lights or reflective glitter.
- (d) Cutouts or extensions shall be permitted, in addition to the display surface area permitted in this section, so long as the cutouts or extensions do not exceed (15%) fifteen percent of the display surface area.
- (e) No billboard sign shall be supported by more than (1) one post or column unless required by site engineering considerations and is certified as such by a registered professional engineer.
- (f) Billboard signs which have animation, revolving or rotating components or movement shall be prohibited.
- (g) Illumination on the face of billboard signs shall not exceed 70 foot candles measured at a two-foot distance.
- (h) Any illumination shall be by constant light.
- (i) Billboard signs may include electronic message boards for a maximum of 100 percent of the permitted sign area subject to compliance with all standards of section 16-7-7(B).

Figure 7.13: Billboard Sign Standards



(Ord. No. 1581 , § II, 4-5-2022; Ord. No. 1624 , § V, 10-17-2023)

### Sec. 16-7-6. Temporary Sign Standards.

(A) *General Standards for Permitted Temporary Signs.*

- (1) *Concurrent Display.* A maximum of two permitted temporary signs, as permitted per district, may be displayed on a lot concurrently.
- (2) *Display Period.*

- (a) The permitted display period of a permitted temporary sign shall be a maximum of (30) thirty days.
- (b) A total of ~~(3) three nonconcurrent display periods shall be permitted per single tenant building or unit of a multi-tenant building per calendar year.~~
- (c) **Nonconcurrent display periods shall be separated by a minimum of (30) thirty-fourteen days.**

(B) *Wall-Mounted Banner Signs.*

(1) *Sign Area.*

- (a) The maximum sign area of wall-mounted banner signs in the R, OL, LC, and DC Districts shall not exceed (2.5%) two and one-half percent of the total area of the face of the wall to which the sign is to be affixed.
- (b) The maximum sign area of wall-mounted banner signs in the OM, CS, RTC, and IL Districts shall not exceed (5%) five percent of the total area of the face of the wall to which the sign is to be affixed.
- (c) The maximum sign area of wall-mounted banner signs in the CG and IM Districts shall not exceed (7.5%) seven and one-half percent of the total area of the face of the wall to which the sign is to be affixed.

(2) *Sign Height.* No wall-mounted banner sign shall protrude above the highest roofline or above the top of the parapet wall or mansard roof.

(3) *Number of Signs.* A maximum of one wall-mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.

(4) *Location.* Wall-mounted banner signs shall be affixed to a building.

(5) *Projection.* Wall-mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 7.14: Wall Mounted Banner Sign Standards

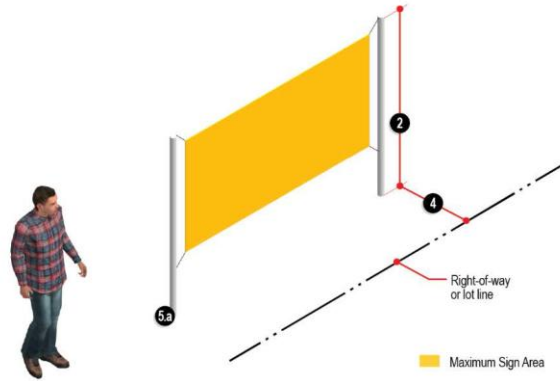


(C) *Ground-Mounted Banner Signs.*

- (1) *Sign Area.* The maximum sign area of a ground-mounted banner sign shall not exceed (32) thirty-two square feet.
- (2) *Sign Height.* The maximum height of a ground-mounted banner sign shall not exceed (6') six feet.
- (3) *Number of Signs.* A maximum of (1) one ground-mounted banner sign shall be permitted per lot frontage.
- (4) *Location.* Ground-mounted banner signs shall meet the following locational requirements.
  - (a) Shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
  - (b) Shall not block points of ingress or egress;

- (c) Shall not be placed in any sidewalk or pedestrian circulation system, and
  - (d) Shall not be located in a clear sight triangle as detailed in section 16-6-6.
- (5) *Other Provisions.*
- (a) Ground-mounted banner signs shall be securely anchored into the ground or secured in a portable base designed for such function.
  - (b) Ground-mounted banner signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

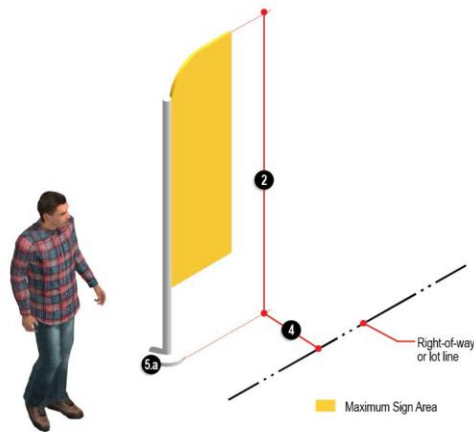
Figure 7.15: Ground Mounted Banner Sign Standards



(D) *Feather Sign.*

- (1) *Sign Area.* The maximum sign area of feather signs shall not exceed (16) sixteen square feet.
- (2) *Sign Height.* The maximum height of a feather sign shall not exceed (8') eight feet.
- (3) *Number of Signs.* A maximum of one feather sign shall be permitted per (25') twenty-five feet of linear lot frontage.
- (4) *Sign Separation.* Each feather sign shall be separated from another feather sign by at least (25') twenty-five feet.
- (5) *Location.* Feather signs shall meet the following locational requirements.
  - (a) Shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
  - (b) Shall not block points of ingress or egress;
  - (c) Shall not be placed in any sidewalk or pedestrian circulation system, and shall not be located in a clear sight triangle as detailed in section 16-6-6.
- (6) *Other Provisions.*
  - (a) Feather signs shall be securely anchored into the ground or secured in a portable base designed for such function.
  - (b) Feather signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

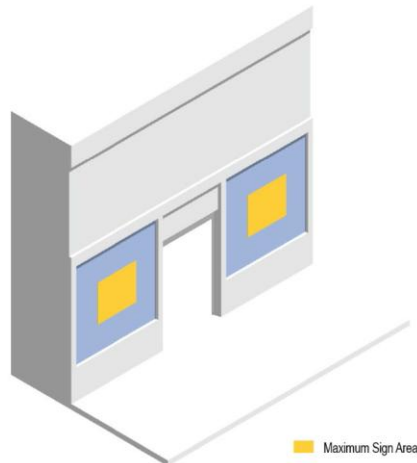
Figure 7.16: Feather Sign Standards



(E) *Window Sign, Temporary.*

- (1) *Sign Area.* The maximum sign area of a temporary window sign shall be (30%) thirty percent of the square footage of the individual window on which the sign shall be located. Temporary window sign area shall be counted in aggregate with permanent window sign area.

Figure 7.17: Temporary Window Sign Standards

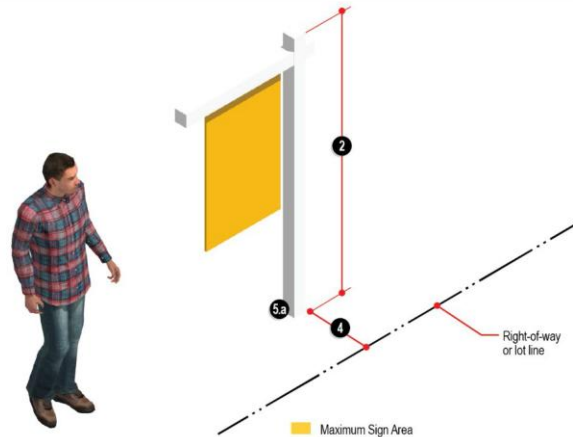


(F) *Post Signs, Temporary.*

- (1) *Sign Area.* The maximum sign area of a temporary post sign shall not exceed (6) six square feet.
- (2) *Sign Height.* The maximum height of a temporary post sign shall not exceed (6') six feet.
- (3) *Number of Signs.* A maximum of one temporary post sign shall be allowed per lot frontage.
- (4) *Location.* Temporary post signs shall meet the following locational requirements.
  - (a) Shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
  - (b) Shall not block points of ingress or egress;

- (c) Shall not be placed in any sidewalk or pedestrian circulation system, and
  - (d) Shall not be located in a clear sight triangle as detailed in section 16-6-6.
- (5) *Other Provisions.*
- (a) Temporary post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
  - (b) Temporary post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

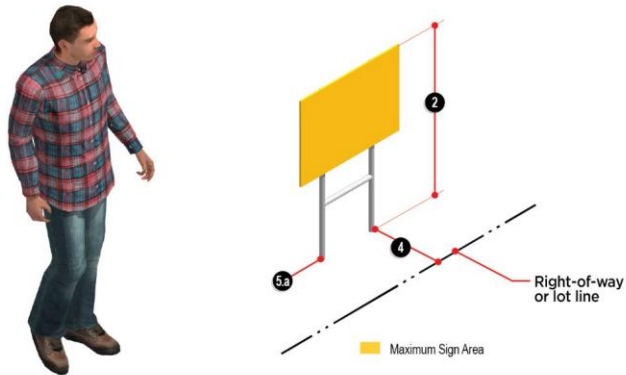
Figure 7.18: Temporary Post Sign Standards



- (G) *Yard Signs.*
- (1) *Sign Area.* The maximum sign area of a yard sign shall not exceed (4) four square feet.
  - (2) *Sign Height.* The maximum height of a yard sign shall not exceed (3.5') three and one-half feet.
  - (3) *Number of Signs.*
    - (a) A maximum of (2) two yard signs may be displayed concurrently for a period of (30) thirty consecutive days.
    - (b) An unlimited number of yard signs may be displayed concurrently for a period of 48 hours.
  - (4) *Location.* Yard signs shall meet the following locational criteria.
    - (a) Yard signs shall be located a minimum of (5') five feet from all property lines, rights-of-way, and utility easements;
    - (b) Shall not block points of ingress or egress;
    - (c) Shall not be placed in any sidewalk or pedestrian circulation system, and
    - (d) Shall not be located in a clear sight triangle as detailed in section 16-6-6.
  - (5) *Other Provisions.*
    - (a) Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
    - (b) Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

- (c) Yard signs in residential districts displayed for a period of 48 hours or less shall be exempt from the requirements of this section.

Figure 7.19: Yard Sign Standards



(H) Sports facility sponsorship signs:

(1) Sports facility sponsorship signs are permitted, without regard in all zoning districts, as temporary uses at the following places:

- a. golf courses,
- b. basketball courts,
- c. baseball fields,
- d. soccer fields,
- e. other sports facilities; and
- f. municipal ballparks, including but not limited to sports fields operated under a long-term agreement by an established organization:
  - i. baseball,
  - ii. softball,
  - iii. soccer,
  - iv. football,
  - v. la crosse fields, and
  - vi. other sports facilities.

(2) Sports facility sponsorship signs are subject to the following required standards:

- a. Signs Size: signs at baseball, softball, soccer and other fields shall be on the outfield fences or the scoreboard or both and oriented toward the field of play.
  - i. Such signs shall not exceed twenty-four (24) square feet per sign face, except at municipal ballparks, where larger signs are permitted or as approved through the PUD or SUP process.
- b. Illumination: Signs shall not be illuminated except by the regular sports facility lighting during hours of use.
- c. Maintenance: Signs shall be maintained in good condition.

d. Signs at facilities owned and managed by the City of Jenks shall also be subject to general standards for regulating sports facility sponsorship signs.

~~(Ord. No. 1581, § II, 4-5-2022; Ord. No. 1624, § V, 10-17-2023)~~

### Sec. 16-7-7. General Sign Standards.

(A) *Illumination.*

- (1) *Location and Design of Light Source.* Whenever an external artificial light source is used for a sign, such source shall be located, shielded, and directed so as not to be directly visible from any public street or private residence. No receptacle or device housing a permitted light source for a sign shall protrude more than 12 inches from the face of the sign or building to which it is attached except if such light source is ground-mounted, locked in place, and cannot be redirected.
- (2) *Level of Illumination.* In no event shall the illumination of any sign, resulting from any internal or external artificial light source, exceed the outdoor lighting standards established in section 16-6-7. All artificial illumination shall be so designed, located, shielded, and directed as to prevent the casting of glare or direct light upon adjacent property or streets.
- (3) *Signs Adjacent to Residential Areas.* Any illuminated sign located on a lot abutting or across a street from, and visible from, any residentially zoned area shall not be illuminated between the hours of ten 10:00 p.m. and 7:00 a.m. except that such sign may remain illuminated during such time as the activity to which the sign pertains is open for business so long as such sign is not a public or private nuisance.

(B) *Electronic Message Boards (EMB).* Single-tenant and multi-tenant monument signs, pole/pylon signs, and billboard signs may incorporate electronic message boards in accordance with the following.

- (1) Streaming video and audio prohibited-except during times when a special event permit has been issued for activities on or adjacent to the location of the sign through a Staff Administrative Process
- (2) EMB's are prohibited within the Downtown Core as identified in the Comprehensive Plan "Downtown Sub Area Plan-Downtown Land Use and Development-"
- ~~(23)~~ Each message must be displayed for a minimum of (8) eight seconds.
- ~~(34)~~ Change of message must be accomplished in (2) two seconds.
- ~~(45)~~ Change of message must occur simultaneously on the entire sign.
- ~~(56)~~ No flashing, dimming, or brightening may occur except to accommodate a message change.
- ~~(67)~~ Electronic message boards must contain a default mechanism that freezes an image in case of malfunction.
- ~~(78)~~ Electronic message boards shall automatically adjust intensity of display based on natural ambient light conditions. No such sign shall display an illuminative brightness exceeding 500 NITs at any time between one-half hour after sunset until one-half hour before sunrise or 6,500 NITs between one-half hour before sunrise until one-half hour after sunset.
- ~~(89)~~ Electronic message boards shall be able to display multicolor high quality images based on display size. Multi-color display shall be able to show a minimum of 281 trillion color shades.
- ~~(910)~~ Electronic message boards shall comply with Table 16-7-7(B)(9).

Table 16-7-7(B)(9): Resolution to Size Matrix	
Size of Electronic Message Board	Maximum Pixel Size
10 sqft—25 sqft	10 mm

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26 sqft— 75 sqft	16 mm
76 sqft— 125 sqft	19 mm
126 sq ft and larger	23 mm

(1011) Electronic message boards shall be turned off ~~between the hours of 10:00 p.m. and 7:00 a.m. Monday through Friday and 2:00 a.m. and 8:00 a.m. on Saturday and Sunday~~ outside of operating hours when located within (300') three-hundred feet of a residential lot.

(1112) Operators must be able to respond to a malfunction or safety issue within one hour of notification.

(1213) Applications shall be reviewed by the City Engineer and determined that the sign placement does not interfere with traffic control devices within (300') three-hundred feet of the sign or traffic circulation upon roadways, if determination is not approved by City Engineer a report from a traffic engineer certifying that the proposed sign does not interfere with the design characteristics of the traffic circulation and traffic control devices shall be required.

(C) *Visibility Standards.* All signs shall comply with the visibility standards established in section 16-6-6.

(Ord. No. 1581 , § II, 4-5-2022)

### Sec. 16-7-8. Prohibited Signs and Content.

(A) *Prohibited Signs.* The following sign types shall be prohibited in all zoning districts:

- (1) Roof Signs, unless part of an approved PUD or Planning Commission approval;
- (2) Outline Lighting on windows, facades and roofs excluding seasonal ~~decor~~ décor-as determined by the city planner;
- (3) Signs with flashing lights,
- (4) Snipe Signs,
- (5) Streamers,
- (6) Spinners,
- (7) Propellors,
- (8) Inflatable Shapes, and
- (9) Signs which encroach on the public right-of-way.
- (10) Cabinet signs are prohibited within the Downtown Core (DC), Downtown Transition (DT) and the Riverfront Tourist Commercial (RTC).

(B) *Prohibited Content.*

- (1) The following content is prohibited without reference to the viewpoint of the individual speaker:
  - (a) Text or graphics of an indecent or immoral nature and harmful to minors,
  - (b) Text or graphics that advertise unlawful activity,
  - (c) Text or graphics that are obscene, fighting words, defamation, incitement to imminent lawless action, or true threats, or

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- (d) Text or graphics that present a clear and present danger due to their potential confusion with traffic control signs or signs that provide public safety information (for example, signs that use the words "Stop," "Yield," "Caution," or "Danger," or comparable words, phrases, symbols, or characters in such a manner as to imply a safety hazard that does not exist).
  - (2) The narrow classifications of content that are prohibited by this subsection are either not protected by the United States or Oklahoma Constitutions, or are offered limited protection that is outweighed by the substantial governmental interests in protecting the public safety and welfare. It is the intent of the City Council that each paragraph of this Subsection be individually severable in the event that a court of competent jurisdiction were to hold one or more of them to be inconsistent with the United States or Oklahoma Constitutions.

(Ord. No. 1581 , § II, 4-5-2022)

### **Sec. 16-7-9. Comprehensive Sign Plan.**

- (A) *Intent.* The intent of the comprehensive sign program is to set forth a theme as to the placement, lettering style, color, materials, mounting method, and other related design considerations of signs.
- (B) *Applicability.* Any building or development on an irregularly shaped lot **or part of a commercial subdivision greater than (25) twenty-five acres** may elect to submit a comprehensive sign plan to receive additional aggregate sign area beyond the maximum established in section 16-7-2. After the approval of a comprehensive sign plan, no permanent sign shall be erected, placed, or maintained except in conformance with the Comprehensive Sign Plan.
- (C) *Conditions.* The City Planner may attach conditions, requirements, or standards necessary to assure that the signs covered by the Comprehensive Sign Plan will not be materially detrimental to persons or property in the vicinity. In making its determination, the City Planner shall not base any condition on the content of a sign.
- (D) *Evaluation Criteria.*
  - (1) *Placement.* All signs shall be placed where they are visible and legible. Factors to be considered include the location of a sign relative to traffic movement and access points, site features, other structures, and orientation relative to viewing distances and viewing angles. Wall Signs may be approved on building walls other than the wall of a unit of a multi-tenant building in which some units have little or no visibility from the street.
  - (2) *Quantity.* The number of signs that may be approved within any development shall be sufficient to provide necessary facilitation of internal circulation of vehicular and pedestrian traffic and wayfinding for safety of the occupants of vehicles and pedestrians. Factors to be considered shall be those that impact safety considerations such as the size of the development and the number of development sub-areas.
  - (3) *Size.* All signs shall be no larger than necessary for visibility and legibility but in no instance shall the sign area or sign height exceed the maximum established per sign type per district. Factors to be considered in determining appropriate size include topography, volume, and speed of traffic, viewing distances and angles, proximity to adjacent uses, and placement of display.
- (E) *Application.* A comprehensive sign plan shall be submitted on a form established by the City Planner. The application shall contain the following information as well as all other information required by the City Planner to ensure compliance with the comprehensive sign plan evaluation criteria.
  - (1) Name, address, and telephone number of the applicant.

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- (2) Location of building, structure, or lot to which or upon which the comprehensive sign plan shall apply.
  - (3) Name of person, firm, corporation, or association developing the comprehensive sign plan.
  - (4) Written consent of the owner or lessee of the building, structure, or land to which the proposed comprehensive sign plan is applicable.
  - (5) Scale drawing of all signs included in the comprehensive sign plan indicating the dimensions, the materials to be used, the type of illumination, if any, and the method of construction and attachment. Said drawings shall be drawn at a scale no smaller than one-eighth inch equals one foot and shall be prepared, signed, and sealed by a registered professional engineer when required by the City Engineer.
  - (6) A scale drawing indicating the location and position of all signs included in the comprehensive sign plan in relation to nearby buildings or structures. Said drawing shall be at a scale no smaller than (1") one inch equals (50') fifty feet.
- (F) *Review and Action.* The City Planner shall review the comprehensive sign plan application and approve, approve with conditions, or deny the application based on the evaluation criteria. A written decision including the findings on the evaluation criteria shall be rendered to the applicant.
- (G) *Appeals.* Any applicant who receives a notice of denial from the City Planner may, within (30) thirty days after receipt of such decision, appeal such decision to the Board of Adjustment by filing a written notice of appeal with the City Planner with an explanation as to why said decision was not warranted according to the applicant.
- (1) *Criteria.* The Board of Adjustment shall find that the City Planner misapplied or erroneously interpreted one of the evaluation criteria in item (D) of this section to determine that the denial decision was not warranted. A written decision including the findings on the evaluation criteria shall be rendered to the applicant.
- (H) *Amendments to Comprehensive Sign Plans.*
- (1) *Minor Amendments.* Minor amendments may be approved by the City Planner and shall include any change in the site plan or design details of an approved Comprehensive Sign Plan which is consistent with the standards and conditions applied to the Plan. A minor amendment shall not:
    - (a) Increase the sign area or sign height of any sign,
    - (b) Allow for additional signs to be erected, constructed, and/or displayed,
    - (c) Replace an approved sign type with another sign type, including electronic message boards, and
    - (d) Alter the square footage of associated landscape areas.
  - (2) *Major Amendments.* Major amendments shall require the resubmittal of a Comprehensive Sign Plan application and shall include any change in the site plan or design details of an approved Comprehensive Sign Plan which is not consistent with the standards and conditions applied to the Plan and not considered a minor amendment.

(Ord. No. 1581 , § II, 4-5-2022)

**Sec. 16-7-10. Installation, Safety, Maintenance, and Abandonment, and Enforcement.**

**(A) (A) Sign Permit required prior to Installation.**

**(1) Prior to installation a sign permit must be submitted to the permit department for review and approval.**

**(2) Signs installed without an approved permit are subject to immediate removal and/or fine.**

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- a. Sign companies/individuals with one or more violations may be barred from future permit applications.
    - b. The installer or sign company will be billed for the removal of the sign. The fees are found in the approved fee schedule.
  - (3) Sign permits that do not provide the information required in the UDO sign standards will be returned without review.
  - (4) Payment of Approved Permit.
    - a. Payment of permit is required prior to installation. Signs installed without purchasing the permit will be fined.
    - b. Payments are nonrefundable once processed.
  - (B) Every sign and all parts thereof, including framework, supports, background, anchors and wiring systems shall be constructed and maintained in compliance with the applicable codes of the City.
  - (~~B~~C) All signs, together with all supports, braces, guys, and anchors shall be kept in proper repair in accordance with the provisions of this UDO. When not galvanized or constructed of approved corrosion resistive, noncombustible materials, signs shall be painted when necessary, to prevent corrosion, rust, peeling paint, and excessive fading. Failure of owners to keep signs maintained in good mechanical and visual repair shall be deemed a violation of this UDO.
  - (~~C~~D) It shall be the duty and responsibility of the owner or lessee of every sign to maintain the immediate premises occupied by the sign in a clean condition, free of rubbish. Any landscaping surrounding the sign shall be kept trimmed and in good repair. If the landscaping installed at the time of sign approval dies, said landscaping shall be replaced immediately or as soon as weather permits.
  - (~~D~~E) Every existing sign shall be subject to an inspection whenever the City Planner or other designated city official deems it necessary. In the event an inspection demonstrates that repairs, and/or maintenance is necessary, the sign owner shall be notified and required to complete said repairs and/or maintenance within 30 days of notification. The City Planner of other designated city official is authorized to grant one 30-day extension, if, upon written request, it is deemed necessary due to extenuating circumstances.
  - (~~E~~F) If ~~the a~~ City Planner ~~official~~ shall find that any sign is unsafe or unsecure, or is a threat to the public safety, or was, after the adoption of this UDO constructed, erected, or maintained in violation of the provisions of this title, he or she shall give written notice per the provisions of this UDO. Such notice shall specify the manner in which the sign is unsafe or in violation of this UDO.
  - (~~F~~G) Sign copy shall be removed and in the case of a wall sign, the building façade shall be repaired, by the owner or lessee of the premises upon which the sign is located when the use which the sign is associated is no longer conducted on the premises. The sign copy shall be removed within 30 days of when the use ceases to operate. If the owner or lessee fails to remove the sign copy, the City Planner shall give the owner 30 days written notice to remove it. Failure to comply with the notice shall be deemed a violation of this UDO.
  - (H) Enforcement and penalties.
    - a. Fine imposed. Any person, firm, or corporation or other legal entity violating the requirements of this article shall be guilty of an offense, and upon conviction thereof shall be fined no more than \$100.00, plus court costs, and each day's violation thereof shall constitute a separate offense thereof.
    - b. Fine not exclusive remedy. In addition to the fine, the City of Jenks may institute appropriate actions or proceedings at law or equity for the enforcement of the provisions of this article or to correct the violations thereof. The conviction or punishment of any person hereunder shall not relieve such person from responsibility to correct prohibited conditions or to remove prohibited signs nor prevent the enforcement, correction or removal thereof.

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(Ord. No. 1581 , § II, 4-5-2022)

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(Supp. No. 6)

To Chair Dr. Scott West and Planning Commission  
Hearing Date January 06, 2025  
Case Number Unified Development Ordinance (UDO) | Food Truck Update  
Request *Review and Recommend Approval of the UDO Edits to match State Statute*

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Staff Report Preparer | Marcaé Hilton

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Attachments Preparer  
Unified Development Ordinance Staff

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## Background Information

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### STAFF COMMENTARY

The UDO| Unified Development Ordinance was adopted in April of 2022. Staff has worked with Planning Commission and others to keep UDO relevant and making sure it does comply with state and federal regulations. In November 2025, House Bill 2459 was passed by the Oklahoma Legislature; this new law could deeply impact the food truck industry and municipalities. This UDO change aligns with state statute.

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## Staff Evaluation & Recommendation

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### Evaluation: Staff has included:

- Section 16-3-4 of the UDO for changes
- Food Truck Freedom Act PowerPoint, by Donald D. Maisch, City Attorney for Midwest City
- Food Truck FAQ from Marshall, Mike O'Brien, City of Jenks

**RECOMMENDATION:** Staff recommends approval of the requested changes, approval brings our UDO into alignment with the State Statute.

**Sec. 16-3-4. Permitted, Conditional, Special Exception, and Specific Uses.**

(A) The following key is to be used in the interpretation of Table 16-3-4(B) and Table 16-3-4(C) below:

- (1) *Permitted Uses.* Uses which are marked as "P" in the tables shall be allowed subject to all applicable regulations of this UDO.
- (2) *Conditional Uses.* Uses which are marked as "C" in the tables shall be allowed upon the approval of a Conditional Use Permit as detailed in section 16-9-3(D).
- (3) *Special Exception Uses.* Uses which are marked as "SE" in the tables shall be allowed upon the approval of a Special Exception as detailed in section 16-9-6.
- (4) *Specific Use Permits.* Uses which are marked as "S" in the tables shall be allowed upon the approval of a Specific Use Permit (SUP) as detailed in section 16-9-7. Should the project deviate from development standards of the UDO a PUD would be required in lieu of the SUP.
- (5) *Planned Unit Development.* Uses which are marked as "PUD" in the tables shall be allowed upon the approval of a Planned Unit Development as detailed in section 16-9-8.
- (6) *Temporary Uses.* Uses which are marked "T" in the tables shall be allowed upon the approval of a Temporary Use Permit as detailed in section 16-9-3(G).
- (7) *Prohibited Uses.* A blank space in the tables indicates that a use type is not allowed in the respective zoning district unless it is otherwise expressly allowed by other regulations of this UDO.
- (8) *Uses Not Listed.* If a proposed use is not listed in the tables, the City Planner shall determine if the use is substantially similar to a use listed on the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (9) *Additional Regulation.* If a use has use specific standards they are referenced in this column. Use specific standards shall apply to permitted, special exception, and specific uses.
- (10) *Site Plan Review Requirements.* The site plan review requirements shall be required for applications as specified in section 16-9-3(C).

(B) *Residential District Permitted, Special Exception, and Specific Uses.*

Table 16-3-4(B) Residential District Permitted, Conditional, Special Exception, and Specific Uses										
Use	Additional Regulation	RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
<b>Agricultural Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Community Garden	16-5-1(A)	P	P	P	P	P	P	P	P	P
Passive Agriculture		P								
<b>Residential Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Duplex	16-5-2(A)					P	P	P	P	
Group Living Arrangements		P	P	P	P	P	P	P	P	P
Multifamily Building, all units	16-5-2(C)							P	P	
Multifamily Building, less than 8 units	16-5-2(C)						PUD	P	P	
Multifamily Complex	16-5-2(D)									P
Residential Clubhouse			C	C	C	C	C	C	C	C
Residential Facility for Persons with a Disability	16-5-2(B)	P	P	P	P	P	P	P	P	P
Single-Family Detached	16-9-8 (B)	P	P	P	P	P	P	P	P	

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Townhome	16-5-2(E)					PUD	P	P	P	
<b>Institutional and Utility Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Government Uses, indoor		P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	S
Wireless Communication Facility, Small Cell	16-5-3(B)	S	S	S	S	S	S	S	S	S
Place of Assembly		S	S	S	S	S	S	S	S	S
School, elementary/middle		S	S	S	S	S	S	S	S	S
School, high		S	S	S	S	S	S	S	S	S
<b>Retail Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Retail, less than 10,000 sq. ft.	16-5-4(B)					PUD	PUD	C	C	P
<b>Service Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
General Service, less than 10,000 sq. ft.	16-5-5(C)					PUD	PUD	C	C	P
<b>Lodging Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Bed and Breakfast	16-5-6(A)	PUD	PUD							
Short-Term Rental	16-5-6(B)	C	C	C	C	C	C	C	C	C
<b>Eating/Drinking Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Coffee/Tea Shop	16-5-7(A)					PUD	PUD	C	C	P
<b>Accessory Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P	P	P	P					
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P
Home Based Child Care	16-5-12(G)	SE	SE	SE	SE	SE	SE	SE	SE	SE
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C	C
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P					
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P
<b>Temporary Uses</b>		RE	RS1	RS2	RS3	RD	RTH	RM1	RM2	RM3
Construction Related		T	T	T	T	T	T	T	T	T
Farmers' Market		T						T	T	T
<del>Food Truck</del>	<del>16-5-13(A)</del>		€	€	€			€	€	€
Garage/Estate Sale		T	T	T	T	T				
Outdoor Dining	16-5-13(B)					T	T	T	T	T
Portable Outdoor Storage Device	16-5-13(D)	T	T	T	T	T				

(C) Nonresidential District Permitted, Special Exception, and Specific Uses.

Table 16-3-4(C) Nonresidential District Permitted, Conditional, Special Exception, and Specific Uses											
Use	Additional Regulation	AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
<b>Agricultural Uses</b>		AG	OL	OM	LC	CS	CG	DC	RTC	IL	IM
Commercial Agriculture, Indoor	16-5-11. (B)	P									

Commercial Agriculture, Outdoor		P										
Passive Agriculture		P										
Urban Agriculture, Indoor		S								P	P	
Urban Agriculture, Outdoor		P										
<b>Residential Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>	
Multifamily Building, 8 units or more	16-5-2(C)		S	S	S	S	S	S	S			
Multifamily Building, less than 8 units	16-5-2(C)		S	S	S	S	S	S	S			
Multifamily Complex	16-5-2(D)		S	S	S	S	S		S			
Residential, above ground floor			S	S	S	P	P	P	P			
Residential Facility for Persons with a Disability	16-5-2(B)	P	S	S	S	S	S	S	S			
Single-Family Detached		P										
<b>Institutional and Utility Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>	
Government Uses, indoor		P	P	P	P	P	P	P	P	P	P	P
Government Uses, outdoor	16-5-3(A)	S	S	S	S	S	S	S	S	S	S	S
Place of Assembly		S		S		S	S	S		S	S	
Wireless Communication Facility	16-5-3(B)	S	S	S	S	S	S	S	S	P	P	
Wireless Communication Facility, Small Cell	16-5-3(B)	S	C	C	C	C	C	C	C	P	P	
<b>Retail Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>	
Adult Uses	16-5-4(A)						S					
Convenience Store					P	P	P	P	P			
General Retail, less than 10,000 sq. ft.	16-5-4(B)		P	P	P	P	P	P	P			
General Retail, 10,000 sq. ft.—49,999 sq. ft.	16-5-4(C)				S	P	P	S	P			
General Retail, 50,000 or more sq. ft.	16-5-4(D)					P	P	S	S			
Multitenant Shopping Center	16-5-4(E)				C	P	P	C	P			
Pawn Shop							S					
<b>Service Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>	
Acute Care Center			P	P	S	P	P			S		
Business Park	16-5-5(A)			P						P		
Check Cashing/Pay Day Loan Store							S					
Commercial Animal Boarding	16-5-5(B)	P					P			P		
General Service, less than 10,000 sq. ft.	16-5-5(C)		P	P	P	P	P	P	P			
General Service, 10,000—49,999 sq. ft.	16-5-5(D)				S	P	P	S	S			
General Service, 50,000 sq ft or more	16-5-5(E)					P	P	S	S			
Hospital				S		S	S			S		
Medical/Dental Office			P	P	P	P	P	P	P			

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Personal Storage Facility	16-5-5(F)					S	S			P	P
Professional Office			P	P	P	P	P	P	P		
Professional Office, above ground floor			P	P	P	P	P	P	P		
Tattoo Parlor							S				
Veterinary Clinic/Animal Hospital		S	S	S	S	P	P			P	P
<b>Lodging Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Hotel						P	P	P	P	P	
Motel						S	S				
Short-Term Rental	16-5-6(B)	C						C	C		
<b>Eating/Drinking Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Bar/Tavern						P	P	P			
Brewery/Winery/Distillery, micro					S	P	P	P	P	P	
Brewery/Winery/Distillery, tasting room					S	P	P	P	P		
Coffee/Tea Shop	16-5-7(A)		P	P	P	P	P	P	P	P	
<b>Food Truck Court</b>	<b>16-5-7(B)</b>				<b>S</b>	<b>S</b>	<b>S</b>		<b>S</b>		
Restaurant, delivery/carry out only					S	P	P	S	S		
Restaurant, fast casual					P	P	P	P	P		
Restaurant, sit down					P	P	P	P	P		
<b>Entertainment Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Archery/Gun Range		S					S				
General Entertainment, indoor, less than 10,000 sq. ft.	16-5-8(A)	S			P	P	P	P	P		
General Entertainment, indoor, 10,000 sq. ft.— 49,999 sq. ft.	16-5-8(B)	S			S	P	P	S	P		
General Entertainment, indoor, more than 50,000 sq. ft.	16-5-8(C)	S				P	P	S	S		
General Entertainment, outdoor	16-5-8(D)	S				S	S		S		
<b>Vehicle Related Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Autobody Repair						S	S			P	P
Car Wash	16-5-9(A)					S	P				
Fuel Sales	16-5-9(B)					P	P			P	P
Gas Station With Mini-Mart						P	P			P	P
Service Station						P	P				
Trucking Establishment	16-5-9(C)									S	S
Vehicle Sales and Rental							S				
<b>Industrial Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Brewery/Winery/Distillery						S	S			P	P
Laboratory				S						P	P
Manufacturing, Artisan						S	S	S	S	P	P
Manufacturing, Heavy											P
Manufacturing, Light										P	P

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Mining and Mineral Processing and Oil and Gas	Municipal Code	S								S	S
Warehouse, distribution										P	P
Warehouse, office	16-5-10(A)			S			S			P	P
Warehouse, storage										P	P
<b>Medical Marijuana Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Medical Marijuana Commercial Grower	16-5-11(A)	P					S			P	P
Medical Marijuana Education Facility	16-5-11(A)	S	P	P			S			P	P
Medical Marijuana Dispensary	16-5-11(A)				P	P	P	S	S	S	S
Medical Marijuana Research Facility	16-5-11(A)						S			P	P
Medical Marijuana Testing Laboratory	16-5-11(A)						S			P	P
Medical Marijuana Processing Facility, Heavy	16-5-11(A)										P
Medical Marijuana Processing Facility, Light	16-5-11(A)						S			P	P
<b>Accessory Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Accessory Building	16-5-12(A)	P	P	P	P	P	P	P	P	P	P
Accessory Dwelling	16-5-12(B)	P									
Accessory Retail	16-5-12(C)	P						P		P	
Accessory Structure	16-5-12(D)	P	P	P	P	P	P	P	P	P	P
Donation Drop Box	16-5-12(E)					P	P				
Drive Through	16-5-12(F)					P	P		P		
Home Based Business	16-5-12(H)	C	C	C	C	C	C	C	C		
Outdoor Activity/Operation, permanent	16-5-12(I)					S	S			SE	P
Outdoor Display/Sale of Merchandise, permanent	16-5-12(J)					S	S	S	S		
Outdoor Storage, permanent	16-5-12(K)									SE	P
Solar Energy Collection System, canopy	16-5-12(L)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, ground	16-5-12(M)	P	P	P	P	P	P	P	P	P	P
Solar Energy Collection System, roof	16-5-12(N)	P	P	P	P	P	P	P	P	P	P
<b>Temporary Uses</b>		<b>AG</b>	<b>OL</b>	<b>OM</b>	<b>LC</b>	<b>CS</b>	<b>CG</b>	<b>DC</b>	<b>RTC</b>	<b>IL</b>	<b>IM</b>
Carnival/Fair		T				T	T	T			
Construction Related		T	T	T	T	T	T	T	T	T	T
Farmers Market		T			T	T	T	T	T		
Flea Market						T	T	T			
<del>Food Truck</del>	<del>16-5-13(A)</del>				<del>T</del>	<del>T</del>	<del>T</del>		<del>T</del>		
Outdoor Dining	16-5-13(B)	T	T	T	T	T	T	T	T		
Outdoor Activity/Operation, temporary		T				T	T	T	T	T	T
Outdoor Display/Sale of Merchandise, temporary	16-5-13(C)	T				T	T	T	T		

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Outdoor Storage, temporary										T	T
Seasonal Sales	16-5-13(E)	T			T	T	T	T	T		

- (1) *ROC District Use Standards.* The permitted, special exception, and specific uses for the ROC—River Oriented Commercial Legacy District shall be as specified for the RTC—Riverfront Tourist Commercial District.
- (2) *CH District Use Standards.* The permitted, special exception, and specific uses for the CH—Commercial High-Intensity Legacy District shall be as specified for the CG—Commercial General District.

(Ord. No. 1581, § II, 4-5-2022; Ord. No. 1624, § I(Att. B), 10-17-2023; Ord. No. 1625, § II(Att. A), 10-17-2023)

**Sec. 16-5-7. Eating/Drinking Use Specific Standards.**

(A) *Coffee/Tea Shop.* The following standards shall apply to coffee/tea shop uses in any residential district or the LC District and in any district when the subject lot abuts a residential zoning district.

- (1) The main entrance shall be oriented towards the primary street.
- (2) All off-street parking, as required in section 16-6-1(E) of this UDO, shall be located in the rear and/or interior side yard. Off-street parking located in the interior side yard shall be set back a minimum of one foot from the front elevation of the primary building.
- (3) A maximum of one curb cut shall be permitted per street frontage unless otherwise approved by the City Planner due to site specific constraints.
- (4) ADA compliant pedestrian walkways shall be provided to all building entries and parking areas and shall connect to the sidewalk at the street frontage.
- (5) Exterior building materials shall be time- and weather-tested materials and techniques such as, but not limited to, masonry, stone veneer systems, stucco, precast panels with inlaid or stamped brick texture, and those included in the City of Jenks Preferred Building Materials List.

**(B) Food Truck Court.**

- (1) The maximum number of food trucks allowed on site shall depend on the size of the lot and sites ability to provide required electrical access and parking. Site plans shall be provided to the City for review before permitting.
- (2) A minimum of ten feet of clearance shall be provided between all individual food trucks.
- (3) The area for a food truck court shall be clearly defined and separated from all patron parking with an enclosure. Any use of fencing or planters to separate the food truck park from parking shall provide visibility into the site and shall not exceed four feet in height.
- (4) Food truck courts are encouraged to create an inviting and attractive aesthetic environment and shall include seating and shade elements.
- (5) A minimum of two permanent restrooms that meet ADA standards shall be made accessible to patrons within 200 feet of the food truck court during hours of operation. Restrooms must include heat and air conditioning.
- (6) Food truck courts shall be located a minimum of 500 feet away from any brick-and-mortar restaurant unless said restaurant is operating a truck within the food truck park, as measured from the facility property line or receives written permission from all brick-and-mortar restaurants within 500 feet.

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- (7) Any food truck court shall ~~not~~ be located ~~less~~ greater than 1,500 feet from any other food truck court, as measured from the facility property line.
- (8) Electrical service shall be provided to each food truck.
- (9) A minimum of one trash receptacle and one recycling receptacle shall be provided per food truck. The food truck park shall also provide a commercial dumpster outside of the designated patron area for waste disposal. The dumpster shall be screened in accordance with section 16-6-4(A).

(10) Food trucks shall be inspected in accordance with the State of Oklahoma.

(11) Parking shall be established by the Planning Commission.

(12) Signs, except for a-frame/sandwich board signs shall be permanently affixed to the food truck.

(a) Each food truck may have one temporary sign, a-frame/sandwich board, which may not be located in any right-of-way or impede pedestrian or vehicular traffic.

(b) The sign shall be within 25 feet of the food truck.

(13) Site Requirements.

(a) Obstructions.

(I) The operation of the food truck shall not block a pedestrian walkway or public sidewalk in a manner which reduces its width to less than five feet or causes damage to improvements within the public right-of-way.

(II) Operations shall not obstruct parking lot circulation or block access to a public street, alley, or sidewalk.

(III) Operations shall not be located in a driveway or drive aisle except within a residentially zoned parcel, in conjunction with a Conditional Use Permit.

(b) City Right-of-Way. Food carts or trucks may not operate within any City right-of-way outside of an approved special event permit.

(I) No merchandise shall be offered, displayed or sold and no customers served except from the sidewalk.

(II) Only non-motorized carts may be located on sidewalks.

(III) Carts or trucks shall be located at least 25 feet from any intersection (measured from the edge of sidewalk to the cart or truck) and 15 feet from any driveway.

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(Ord. No. 1581, § II, 4-5-2022)

### Sec. 16-5-13. Temporary Use Specific Standards.

(A) Food Truck.

(1) Location.

(a) Nonresidential. A standalone food truck may locate in the LC, CS, and CG Zoning Districts through the issuance of a Temporary Use Permit in section 16-9-3(G).

(b) Residential. A stand-alone food truck may locate in a RS1, RS2, RS3, RM1, RM2, RM3 District through the issuance of a Conditional Use Permit in section 16-9-3(D).

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(e) ~~Special Districts. In the DC and DT Districts, food carts or trucks are prohibited except within the "Downtown Commons" park area or during approved special events.~~

(f) ~~Downtown Commons regulation are subject to adopted Council Policy.~~

(g) ~~Food trucks shall not stay overnight.~~

(h) ~~Food trucks shall be located within dedicated food truck spaces.~~

(i) ~~In the Riverfront Tourist Commercial District, food carts or trucks are prohibited except within an approved Planned Unit Development or food truck court or during approved special events.~~

~~(2) Criteria For Food Truck Operation:~~

(a) ~~The owner or operator of the food cart or truck shall maintain all required licenses, including, but not limited to, any license required by the State of Oklahoma, and Tulsa County Department of Health.~~

(b) ~~All permits shall be displayed to the public in a visible location on the food truck.~~

(c) ~~The establishment of a food truck on a one-time basis shall not restrict the number of times the HOA or other entity can go through the Conditional Use Permit process for each individual event.~~

(d) ~~Multiple food carts or trucks may locate on the same lot or parcel so long as each vendor has the property owner's written permission and all other provisions contained herein may be met.~~

(e) ~~Operations of any food cart or truck shall be at least 100 feet from any eating and drinking establishment existing unless written permission is granted by the eating or drinking establishment(s).~~

(f) ~~Food trucks on any privately owned lot or parcel must have written permission from the owner.~~

(g) ~~Food carts or trucks shall comply with the City's traffic and parking ordinances as amended.~~

(h) ~~Trash receptacles shall be provided on-site, and the owner/operator shall be responsible for keeping the area surrounding the food cart or truck clear of litter and properly cleaned.~~

~~(3) Signs, except for a frame/sandwich board signs shall be permanently affixed to the food truck.~~

(a) ~~Each food truck may have one temporary sign, a frame/sandwich board, which may not be located in any right-of-way or impede pedestrian or vehicular traffic.~~

(b) ~~The sign shall be within 25 feet of the food truck.~~

~~(4) Site Requirements:~~

~~(a) Obstructions:~~

(i) ~~The operation of the food truck shall not block a pedestrian walkway or public sidewalk in a manner which reduces its width to less than five feet or causes damage to improvements within the public right-of-way.~~

(ii) ~~Operations shall not obstruct parking lot circulation or block access to a public street, alley, or sidewalk.~~

(iii) ~~Operations shall not be located in a driveway or drive aisle except within a residentially zoned parcel, in conjunction with a Conditional Use Permit.~~

(b) ~~City Right of Way. Food carts or trucks may not operate within any City right of way outside of an approved special event permit.~~

(I) ~~No merchandise shall be offered, displayed or sold and no customers served except from the sidewalk.~~

(II) ~~Only non-motorized carts may be located on sidewalks.~~

(III) ~~Carts or trucks shall be located at least 25 feet from any intersection (measured from the edge of sidewalk to the cart or truck) and 15 feet from any driveway.~~

(e) ~~Accessories:~~

(I) ~~Downtown Commons regulations are subject to adopted Council Policy.~~

(II) ~~Tables and chairs (furniture) shall be permitted.~~

(i) ~~Shall be located within a dedicated area identified with screening.~~

(ii) ~~Shall not be displayed on-site overnight.~~

(III) ~~When not in operation, a food cart or truck shall be stored off-site unless approved in conjunction with a Temporary Use Permit.~~

(IV) ~~No food cart or truck shall be located within 50 feet of the outer boundary of any City-permitted or licensed event where the sale of merchandise and food is allowed, unless it is part of the event.~~

(V) ~~Any location in a City right-of-way, including sidewalks, may be subject to temporary suspension or revocation without cause, but for reasons that may include construction, repairs, maintenance or emergencies.~~

(VI) ~~Sites for food trucks are required to have full public improvements (curb, gutter, sidewalk, access drive, etc.).~~

(VII) ~~Food trucks shall locate on paved surfaces. Unimproved surfaces, landscaping areas, and required setback areas are prohibited.~~

(d) ~~Single Event Exceptions. These permit requirements do not apply to food trucks that are:~~

(I) ~~Part of a City-permitted event, or~~

(II) ~~For a private, catered event occurring on private property for private parties, reunions, or small gatherings in any district. (See Exception List)~~

(i) ~~A special event permit may be required to locate on any city street or right-of-way where the provisions of section 16-5-13(A)(2), (3) cannot be met.~~

(ii) ~~Food carts or trucks may not cater private events from either the sidewalk or road right-of-way without a Conditional Use Permit with the City of Jenks.~~

(III) ~~Residential districts. No additional permit is required for a food truck servicing a private catered event occurring on private property such as private parties, reunions, or small gatherings.~~

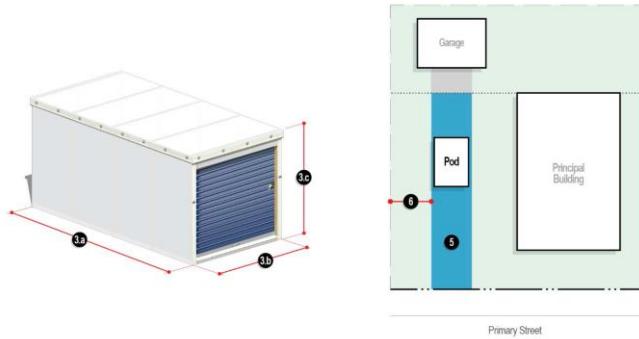
(IV) ~~Jenks School District. A food truck may locate on Jenks School District property with written permission from the owner. Food carts or trucks may locate in the right-of-way adjacent to Jenks Public School District property with a Special Event Permit approval.~~

(V) ~~Non-profits. A food truck may locate on the property with written permission from the owner. No event permit is required for a food truck servicing a private, catered event occurring on private property.~~

(B) *Outdoor Dining.*

- 
- (1) The outdoor dining area shall be located on an approved hard paved surface.
  - (2) Outdoor dining areas may utilize a maximum of 20 percent of the parking spaces required for the operation of the principal use or 2,000 square feet, whichever is less.
  - (3) Outdoor dining areas shall not block a pedestrian walkway or public sidewalk in a manner which reduces the width of that walkway or sidewalk to less than five feet.
  - (4) A fence, landscape hedge, or wall with a height of four feet shall be utilized to segregate the outdoor dining area.
  - (5) Use of outdoor dining areas shall be limited to the posted operational hours of the associated eating and drinking use.
- (C) *Outdoor Display/Sale of Merchandise, Temporary.*
- (1) Only those goods and materials associated with the existing on-site use may be displayed or sold.
  - (2) Temporary outdoor display/sale of merchandise shall be permitted for a period not to exceed 90 days per calendar year.
  - (3) Temporary outdoor display/sale of merchandise areas shall occur:
    - (a) On the sidewalk area at the foundation of the principal building, not including a five-foot wide pedestrian walkway.
    - (b) In a portion of the parking lot, which shall not exceed 20 percent of the parking spaces required for the operation of the primary use, or 2,000 square feet, whichever is less.
- (D) *Portable Outdoor Storage Device.*
- (1) One portable outdoor storage device shall be permitted per lot.
  - (2) A Temporary Use Permit, as detailed in section 16-9-3(G) of this UDO, shall be obtained prior to the setting of the portable outdoor storage device on the property. A site drawing shall be submitted showing the location on the property where the unit will be placed, size of the unit, and distance to all applicable property lines and all other buildings and structures.
  - (3) No portable outdoor storage device shall be greater than:
    - (a) Twenty feet in length,
    - (b) Eight feet in width, or
    - (c) Eight feet in height.
  - (4) The portable outdoor storage device shall not encroach on City property, City right-of-way, neighboring property, sidewalk, or be placed in the street.
  - (5) The unit must be sited on an approved hard paved surface between the front property line and the rear building line of the principal building.
  - (6) The minimum distance between the portable outdoor storage device and the interior side yard property line is four feet or upon the approval by the City Planner and as agreed upon by written consent by the neighboring property owner.
  - (7) Temporary portable outdoor storage units may be placed for no more than 30 days in any consecutive 12-month period. Extensions beyond the 30-day limit may be granted by the City Planner.

Figure 5.13: Portable Outdoor Storage Devices



(E) *Seasonal Sales.*

- (1) A Temporary Use Permit, as detailed in section 16-9-3(G) of this UDO, shall be obtained prior to the commencement of any seasonal sales activity.
- (2) Seasonal sales shall include the outdoor display or sale of seasonal merchandise not otherwise associated with the principal use of the lot such as holiday tree, firework, or pumpkin sales.
- (3) Seasonal sales shall be permitted for a period not to exceed 42 days per calendar year.
- (4) Seasonal sales areas may utilize a maximum of 20 percent of the parking spaces required for the operation of the principal use or 2,000 square feet, whichever is less.
- (5) Seasonal sales areas shall not block pedestrian walkways in a manner which reduces the width of that walkway to less than five feet.

(Ord. No. 1581, § II, 4-5-2022; Ord. No. 1624, § III, 10-17-2023)

**Sec. 16-11-6. "F" Definitions.**

*Family* means (a) any number of people living together in a dwelling unit who are related by blood, marriage, adoption, or other legal relationship; or (b) one to five unrelated people living together in a dwelling unit.

*Flood or Flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

*Flood Hazard Areas* means the land area adjoining a floodway which is not reasonably required to carry and discharge the floodwater of the 100-year frequency flood but which would be inundated by the floodwater of the 100-year frequency flood based upon full urbanization of the watershed.

*Flood Insurance Rate Map (FIRM)* means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

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*Flood Insurance Study* means the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

*Flood Protection System* means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

*Floodplain* means the area adjoining the channel of a river, creek, stream or watercourse, or a lake or any other body of standing water which may from time to time be covered by floodwater.

*Floodway* means the channel of a watercourse or drainage way and those portions of the adjoining floodplain which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

*Floodway Fringe* means those portions of the floodplain which are not reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

*Floodplain Administrator* means a person accredited by the Board and designated by a floodplain board or community to administer and implement laws and regulations relating to floodplain management.

*Floodplain Management* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

*Floodplain Management Regulations* means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

*Floodproofing* means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Floodway* means the channel of a watercourse or drainage way and those portions of the adjoining floodplain which are reasonably required to carry and discharge the floodwater of the 100-year frequency flood as predicted by the City Engineer, or as predicted by the U.S. Corps of Engineers and confirmed by the City Engineer.

*Floor Area* means the sum of the gross horizontal areas of the several floors, including basements, of a building measured from the exterior faces of the exterior walls or from the centerline of walls separating two buildings. Provided that for the purpose of the determining compliance with the permitted floor area, of enclosed required off-street parking areas shall not be included.

*Floor Area Ratio* means the floor area of a building or buildings on a lot divided by the lot area.

*Front Elevation* means the exterior portion of a dwelling that primarily faces the street and contains the primary entrance to the dwelling.

*Food Truck* means a motorized vehicle or trailer, equipped to cook, prepare, serve, and/or sell food.

*Food Truck Park-Court* means a permanently established area designed to accommodate multiple food trucks and offering food and/or beverages for sale to the public as the main use of the property and functioning as a single business.

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*Fuel Sales* means any area of land, including structure thereon, that is used for the retail sales of gasoline of fuel oils.

*Functionally Dependent Use* means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

(Ord. No. 1624, § VIII(Att. E), 10-17-2023; Ord. No. 1625, § I, 10-17-2023)

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION



By: Donald D. Maisch  
City Attorney  
City of Midwest City

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

We see scenes like this all across the state



# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

For years, Cities in Oklahoma issued permits allowing Food Trucks to operate in their municipality.

Cities adopted ordinances to properly regulate the operation of Food Trucks within their municipalities.

But on November 1, 2025, that is about to change, with the adoption of the Food Truck Freedom Act.

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

On May 5, 2025, the Governor signed HB 1076,  
The Food Truck Freedom Act.

The Bill, which goes into effect November 1,  
2025, is meant to allow food truck owner and/or  
operators to have one stop shopping (i.e. only  
obtain one permit – the state permit) to operate  
as a food truck in the State.

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section 2 of the Bill, codified at 63 O.S. § 1-1150 allows a food truck with a Health Department License (either from the State or from a City-County Health Department) to operate anywhere in the state.

Municipalities can require the food truck obtain a City permit (that must be issued within 5 days of the application), provided the permit fee is paid and a demonstration of the State issued permit(s). The requirements of the City permit cannot conflict with the Food Truck Freedom Act.

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Upon receipt of the City Permit, the food truck may operate:

- ▶ In any location allowed by the municipality
- ▶ On private property, provided:
  - ❑ The property is zoned for food service establishments
  - ❑ In a residential zoned area where the permitted food truck has been invited
  - ❑ Where the food truck will not cause a nuisance
- ▶ In a location that does not obstruct a roadway, sidewalk or parkway

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

The food truck while operating must:

- ▶ Maintain the food truck in good working order
- ▶ Provide waste receptacles for patrons
- ▶ Remove and dispose all waste within a 25 ft area of the food truck
- ▶ Display all appropriate food truck licenses
- ▶ Notify the municipality if serving food at a mass gathering

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, codified at 63 O.S. § 1-1151 allows municipalities to:

- ▶ Restrict any noise that exceeds 75 db measured at 23 ft from the food truck
- ▶ Restrict operations in a public park or require a special permit for public park operations, which may include a payment of fees
- ▶ Prohibit the blocking of ingress and egress
- ▶ Develop a food truck metered parking pass for a fee that permits food truck operations in metered parking spaces for longer than the meter would allow
- ▶ Investigate food born illnesses

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, codified at 63 O.S. § 1-1151 allows municipalities to:

- ▶ Report violations of the Food Truck Freedom Act to the State Department of Health
- ▶ Issue citations and penalties to food truck vendors who violate state or municipal laws that do not conflict with the Food Truck Freedom Act
- ▶ Adopt and enforce other regulations that conform to municipal powers that do not conflict with the Food Truck Freedom Act
  - ▶ Any such regulation must address public health or public safety issues

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, also states what municipalities cannot do:

- ▶ Prohibit a food truck from operating in the municipality if the food truck has a Health Department license and is in compliance with all other state and local laws
- ▶ Require a food truck vendor to obtain a City license unless:
  - ▶ The City license is issued as recognition of the required state licenses
  - ▶ The mobile food truck vendor seeks to operate at a City permitted event
  - ▶ The mobile food truck vendor is seeking a food establishment license

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, also states what municipalities cannot do:

- ▶ Require a food truck vendor that is operating on private property to operate a certain distance from a commercial food or retail establishments
- ▶ Require the food truck vendor to enter into any agreement with a commercial food or retail establishments
- ▶ Require a food truck vendor to be fingerprinted or to install GPS
- ▶ Require a food truck to stay in constant motion, except when serving customers

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, also states what municipalities cannot do:

- ▶ Require a food truck vendor to maintain insurance naming the City as an additional insured, unless the vendor is operating at a City sponsored event or public park
- ▶ Require a food truck vendor to maintain a bond naming the City as the beneficiary, unless the vendor is operating at a City sponsored event or public park
- ▶ Require a food truck to comply with any health inspection that is in addition to the required State Health Department inspections, unless investigating a food borne illness or complaint of an imminent health or safety hazard

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, also states what municipalities cannot do:

- ▶ Require a health inspection of more than twice a year unless working with the Health Department to ensure the correction of a violation, investigating a food borne illness or a spot inspection to ensure food safety
- ▶ Charge fees for additional health inspections
- ▶ Charge fees for the local license that exceeds the administrative costs of the permit
- ▶ Submit to a Fire Marshal inspection, if the food truck vendor can demonstrate passage of a Fire Marshal inspection in the past 12 months

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section three (3) of the act, also states what municipalities cannot do:

- ▶ Require a food truck vendor to enter into any agreement with a commercial establishment or restaurant
- ▶ Regulate equipment requirements
- ▶ Require the food truck vendor to associate with a commissary if the food truck vendor has all the equipment necessary to meet state requirements

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Section six (6) of the act, codified at 63 O.S. § 1-1154 finds:

- ▶ That a municipality is not required to adopt ordinances to regulate or license food trucks
- ▶ That a municipality is not required to modify its current City Ordinances, unless the ordinances do not comply with the Food Truck Freedom Act
- ▶ The Food Truck Freedom Act is not codified to impede any investigation of a food borne illness

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

There was a second bill (other legislation) that was passed by the Oklahoma Legislature and vetoed by the Governor, but that veto was overridden by the Legislature that impacts food trucks

House Bill 2459, which also goes into effect November 1, 2025 places an additional state permitting requirements on certain types of food trucks.

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

HB 2459 only impacts those food trucks that either:

- ▶ Are capable of producing smoke or grease-laden vapors or
- ▶ Are utilizing electric energy, liquefied petroleum gas, compressed natural gas or any such combination for cooking

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

If the food truck is capable of producing smoke or grease-laden vapors, then the food truck vendor must demonstrate inspection by the State Fire Marshal and compliance with the current fire and safety code

If the food truck is utilizing electric energy, liquefied petroleum gas, compressed natural gas or any such combination for cooking the food truck vendor must demonstrate it has received a permit and has passed an annual inspection from the Oklahoma Liquefied Petroleum Gas Administration

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Based on the Legislation passed in 2025, what can Municipalities do concerning food trucks:

- ▶ Issue permits
  - ▶ Including requirement of 75 db or less at 23 feet of the food truck
- ▶ Require fees (administrative costs for the permitting program)
- ▶ Require copies of the Health Department Permits
- ▶ Require location information concerning where the food truck will be operating
  - ▶ If operating on City property, can require a special permit
  - ▶ Can ensure no street, sidewalk or parkway is being blocked

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Based on the Legislation passed in 2025, what can Municipalities do concerning food trucks:

- ▶ Obtain information on what kind of food product will be produced by the food truck
- ▶ Require Fire Marshal inspection information if the food truck is capable of producing smoke or grease-laden vapors
- ▶ Require the permit and has passed an annual inspection from the Oklahoma Liquefied Petroleum Gas Administration if the food truck is utilizing electric energy, liquefied petroleum gas, compressed natural gas or any such combination for cooking

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

Based on the Legislation passed in 2025, what can Municipalities do concerning food trucks:

- ▶ Inspect food trucks if complaint about public health and/or safety, including food borne illnesses
- ▶ Investigate complaints of nuisance
- ▶ Issue citations and penalties for non-compliance, provided the enforcement does not violate the Food Truck Freedom Act or the Fire Marshal requirements.

# FOOD TRUCK FREEDOM ACT & OTHER LEGISLATION

## Questions



# Jenks Fire Department

**Fire Marshall: Mike O'Brien**

Phone: 918.298.1491

Email: Mo'brien@jenksok.org

## EFFECTIVE NOVEMBER 1, 2025

The Oklahoma Legislature passed House Bill 2459, which changes how fire and life safety inspections for food trucks are handled across the state. Below are answers to the most common questions.

### **Q: Who inspects food trucks after November 1, 2025?**

A: The Oklahoma State Fire Marshal's Office is now responsible for conducting fire and life safety inspections, issuing operational decals, and determining compliance with state-adopted codes

### **Q: What decals are required to operate in Jenks?**

A: Food trucks must display:

- State Fire Marshal Operational Permit Decal - issued after your annual state inspection
- LPG Administration Permit Decal - required if your truck uses propane (LPG).
- Oklahoma Department of Health permit

All decals must be visible on your unit.

### **Q: What role does the Jenks Fire Marshal's Office play now?**

- Any complaints and safety violations will be documented with the State Fire Marshall's office
- Any violations or unsafe conditions we observe will be documented and reported to the Oklahoma State Fire Marshal's Office for enforcement
- Locally, we will continue enforcing zoning, land use, and event permit requirements

### **Q: What happens if I don't have the decals?**

A: Food trucks without decals cannot operate in Tulsa city limits.

- Trucks found operating without decals will be referred to the State Fire Marshal's Office
- Non-compliant trucks may be removed from city events or locations

### **Q: Who is responsible for compliance and liability?**

These requirements are set by state law and apply across Oklahoma. To continue operating in the city of Jenks, schedule your inspection early, obtain the required decals, and be prepared for local safety inspections in addition to state compliance.



# Jenks Fire Department

**Fire Marshall: Mike O'Brien**

Phone: 918.298.1491

Email: Mo'brien@jenksok.org

A: Compliance and liability rest with the State Fire Marshal's Office and the food truck operator

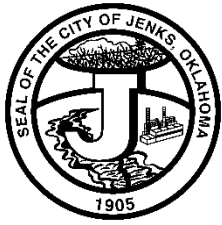
**Q: How do I schedule my inspection?**

- State Fire Marshall's office: 405-522-5005 or [Oklahoma.gov/fire.html](http://Oklahoma.gov/fire.html)
- LPG Administration (if applicable): 405-521-2458 or [Oklahoma.gov/lpgas.html](http://Oklahoma.gov/lpgas.html)

**Q: Who can I contact locally if I have questions?**

- Jenks Fire Marshal's office: 918-298-1491 or Email: [mo'brien@jenksok.org](mailto:mo'brien@jenksok.org)

These requirements are set by state law and apply across Oklahoma. To continue operating in the city of Jenks, schedule your inspection early, obtain the required decals, and be prepared for local safety inspections in addition to state compliance.



## CITY OF JENKS

211 NORTH ELM STREET • P.O. BOX 2007  
JENKS, OKLAHOMA 74037-2007  
PHONE (918) 299-5883 • FAX (918) 299-4489

### NOTICE OF A PUBLIC HEARING LOCATED IN THE CITY OF JENKS, OKLAHOMA

**Request:** Code Updates

Request by the City of Jenks for updates to Chapter 16 Article 3 – Base District Specific Standards, Article 5 – Use Specific Standards, and Article 11 – Definitions, to change food truck regulations.

**Hearing Date:** 08 January 2026 at 6 p.m.

**Location:** Jenks City Hall, 211 N Elm St, Jenks, OK 74037

All persons interested in this matter may appear at these hearings and present their objections to or arguments for any of the above matters.

Dated at Jenks Oklahoma on 15 December 2025.

Marcae Hilton, Secretary  
Jenks Planning Commission