

AGENDA
BOARD OF CITY COMMISSIONERS
September 8, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the August 17, 2020 regular meeting.
 - b. Acknowledge the following minutes:
 - Planning Commission Minutes from the March 4, 2020 regular meeting, the May 15, 2020 special call meeting, the May 29, 2020 special call meeting, the June 3, 2020 regular meeting, and the June 19, 2020 special call meeting. (*Deferred from the July 6, 2020 City Commission meeting.*)
 - Planning Commission Minutes from the July 1, 2020 and August 5, 2020 regular meeting.
 - Senior Citizens of Shawnee Board Minutes from the July 14, 2020 regular meeting.
 - Shawnee Community Beautification Committee Minutes from the July 16, 2020 regular meeting.
 - c. Acknowledge resignation of Daniel Matthews from the Planning Commission.
 - d. Acknowledge resignation of Lynn Gray from the Parks and Recreation Committee.
 - e. Approve a Community Development Block Grant Contract between the City of Shawnee and the Central Oklahoma Community Action Agency, Inc.

f. Lake Lease Transfers:

TRANSFERS:

Lot 9 Renfro Tract, 15807 Sleepy Hollow Road
From: Samuel and Jennifer Nowakowski
To: Ryan and Cindy Romeike

3. Presentation by Animal Control to present the Pet of the Week.
4. Mayor's Proclamation:

"Diaper Need Awareness Week"
September 21-27, 2020
5. Consideration of a contract with Holloway, Updike and Bellen, Inc. for engineering services for Whittaker Street rehabilitation.
6. Consider a resolution to declare real property located at 229 North Kickapoo Avenue, AP Block 19 Lots 29 thru 32, as surplus property, authorizing staff to solicit bids to sell the property and set a minimum bid.
7. Public hearing and consideration of an ordinance to rezone property located at 1018 West Benedict Street, containing 0.19-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District). Case No. P13-20, Applicant: Ken Stafford, representing Carol Ann Stafford 2013 Revocable Trust. (*Deferred from the August 17, 2020 City Commission meeting.*)
8. Public hearing and consideration of an ordinance to rezone property located at 815 North Harrison Avenue, containing 1.66-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for the purpose of a cellular communications tower. Case No. P14-20, Applicant: Troy Williams, Branch Communications, AT&T.
9. Public hearing and consideration of an ordinance to rezone property located at 6-20 West MacArthur Street, containing 1.29-acres, from C-3 (Highway Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for the purpose of an outdoor gathering space containing food trucks, on-premise sale and consumption of alcohol, pop-up shops, and restrooms. Case No. P15-20, Applicant: GCR Sunset Enterprises, LLC. (*Deferred by the Planning Commission to the October 7, 2020 meeting.*)
10. Public hearing and consideration of an ordinance to rezone property at 2124 West Benedict Street, containing 1.00-acres, from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) for the purpose of indoor cultivation of medical marijuana. Case No. P16-20, Applicant: Executive Home Rentals, LLC. (*Applicant withdrew application.*)
11. New Business

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

12. Commissioners Comments

13. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners

2. a.

Meeting Date: 09/08/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the August 17, 2020 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
AUGUST 17, 2020 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session, Monday, August 17, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 12:34 p.m. on August 14, 2020. Mayor Bolt presided and Mr. Cooper Dunn called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Vacant
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Pastor Justin Dunn
University Baptist Church

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Ms. Erin Stevens announced upcoming events at the Heart of Oklahoma Exposition Center (Expo). She also explained how the Expo is implementing social distancing during their events.

Mr. Rob Morris thanked the Airport staff for their hard work on securing funding for the Taxiway and Runway repairs. He also expressed appreciation for the Shawnee Police Department.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the August 3, 2020 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for July 2020
 - Project Payment Report for July 2020
 - Shawnee Urban Renewal Authority Minutes from the May 12, 2020 regular meeting
- c. Acknowledge resignation of Rachael Melot from the Planning Commission.
- d. Acknowledge resignation of Bob Weaver from the Parks and Recreation Board.
- e. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc., to serve an existing City Lake Lot Lease site at the Shawnee Twin Lakes.

Commissioner Weaver asked that Agenda Item No. 2(e) be pulled for separate consideration due to a conflict of interest.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 2(a-e), less item 2(e). Motion carried 6-0.

AYE: Rutherford, Sehorn, Salter, Weaver, Flood, Bolt

NAY: None

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve Consent Agenda Item No. 2 (e). Motion carried 5-0-1.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter

NAY: None

ABSTAIN: Weaver

AGENDA ITEM NO. 3:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Spoon presented five- to six-year-old T.J., a male Belgian Malamute. Officer Spoon stated T.J. is well-behaved and has been fixed. The Animal Shelter is currently waiving adoption fees, thus T.J.'s adoption would be free. There is a deposit of \$25.00 if an animal has not been fixed.

AGENDA ITEM NO. 4:

Presentation by Rachael Melot on the Blue Zones Project Certification Community Data Report.

Ms. Rachael Melot, Ms. Kathy Laster, and Mr. Marty Lewis presented the Blue Zones Project Certification Community Data Report.

AGENDA ITEM NO. 5:

Consider an appointment of a City Commissioner to the Parks and Recreation Committee.

City Manager Chance Allison explained that Mayor Bolt was appointed to the Parks and Recreation Committee based on his title as City Commissioner. Thus, Mayor Bolt can no longer serve on the committee with his current title. A current City Commissioner will need to be appointed to the committee. Commissioner Weaver was previously serving on the Committee as a citizen; however, his resignation as a citizen from said Committee was approved on the Consent Agenda.

Mayor Bolt nominated Commissioner Weaver to serve on the Parks and Recreation Committee filling the City Commissioner seat.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to appoint Commissioner Weaver to serve on the Parks and Recreation Committee filling the City Commissioner seat. Motion carried 6-0.

AYE: Rutherford, Sehorn, Salter, Weaver, Flood, Bolt

NAY: None

AGENDA ITEM NO. 6:

Consider a Resolution approving the renewal of a certain lease agreement with Motorola Credit Corporation.

Police Chief Mason Wilson provided a staff report. Chief Mason explained this was an annual payment per an agreement with Motorola from July 2013. This resolution will authorize the final payment to Motorola of \$320,821.62.

Resolution No. 6618 was introduced.

A RESOLUTION APPROVING RENEWAL OF A CERTAIN LEASE AGREEMENT WITH MOTOROLA CREDIT CORPORATION.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation. Motion carried 6-0.

AYE: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 7:

Consider an ordinance granting to One Gas, Inc., acting by and through its Oklahoma Natural Gas Company Division, and its successors and assigns, for a period of twenty-five (25) years from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system within, along, across, over, and under the public ways of the City of Shawnee, Oklahoma for the transportation, distribution and/or sale of gas to consumers and the public generally in the City; defining the words and phrases therein; providing for assignment, sale, or lease of the franchise; providing that the City may enact an ordinance charging persons transporting gas through grantee's distribution system a fee on the calculated value of such transported gas; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines;

providing for indemnification of the City of Shawnee; providing for grantee's rules and regulations; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for the submission of this ordinance to an election of the qualified voters of the city; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; and providing for severability.

City Manager Chance Allison provided a staff report. He explained this proposed ordinance was essentially to renew the franchise agreement with Oklahoma Natural Gas (ONG). The current agreement will expire in October 2020. If this ordinance is adopted tonight, it will go to a vote of the registered electors in a special election in January 2021. There is no change in the franchise rate. ONG will reimburse the City of Shawnee for the cost of the special election.

A motion was made by Commissioner Sehorn, seconded by Commissioner Flood, to approve an ordinance granting to One Gas, Inc., acting by and through its Oklahoma Natural Gas Company Division, and its successors and assigns, for a period of twenty-five (25) years from approval and acceptance of this ordinance, a non-exclusive franchise and right to enter the public ways to install, operate, and maintain a distribution system within, along, across, over, and under the public ways of the City of Shawnee, Oklahoma for the transportation, distribution and/or sale of gas to consumers and the public generally in the City; defining the words and phrases therein; providing for assignment, sale, or lease of the franchise; providing that the City may enact an ordinance charging persons transporting gas through grantee's distribution system a fee on the calculated value of such transported gas; providing for use and repair of the public ways; providing for regulation of service; establishing depth of pipelines; establishing rights and duties in the movement and alteration of pipelines; providing for indemnification of the City of Shawnee; providing for grantee's rules and regulations; providing for inspection of grantee's records; requiring grantee to pay a franchise fee; providing for conditions of the franchise; providing for construction of this ordinance upon the invalidity of any part thereof; providing for the submission of this ordinance to

an election of the qualified voters of the city; providing for acceptance of this franchise by grantee and both an effective and an operative date thereof; repealing all other ordinances directly in conflict herewith; and providing for severability.

Ordinance No. 2697NS was introduced.

AN ORDINANCE GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS OKLAHOMA NATURAL GAS COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM APPROVAL AND ACCEPTANCE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF SHAWNEE, OKLAHOMA FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CONSUMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING THAT THE CITY MAY ENACT AN ORDINANCE CHARGING PERSONS TRANSPORTING GAS THROUGH GRANTEE'S DISTRIBUTION SYSTEM A FEE ON THE CALCULATED VALUE OF SUCH TRANSPORTED GAS; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF SHAWNEE; PROVIDING FOR GRANTEE'S RULES AND REGULATIONS; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR THE SUBMISSION OF THIS ORDINANCE TO AN ELECTION OF THE QUALIFIED VOTERS OF THE CITY; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL OTHER ORDINANCES DIRECTLY IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

Motion carried 6-0.

AYE: Sehorn, Flood, Bolt, Rutherford, Salter, Weaver

NAY: None

Ordinance No. 2697NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Consider a resolution calling and providing for the holding of a special election in the City of Shawnee, Oklahoma, for the purpose of granting to One Gas, Inc., acting by and through its Oklahoma Natural Gas Company Division, and its successors and assigns, for a period of twenty-five (25) years from the expiration of the existing franchise grant a

non-exclusive franchise; providing for said election to be conducted by the Pottawatomie County Election Board, and providing for absentee ballot and defining the electorate.

City Manager Chance Allison provided a staff report. He explained this resolution will call for a special election regarding Ordinance No. 2697NS that was passed previously. If the Ordinance does not pass, Oklahoma Natural Gas (ONG) has a franchise tax that would default payment to the City of Shawnee to two percent (2%); currently ONG pays four and one quarter percent (4.25%).

Resolution No. 6619 was introduced.

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION IN THE CITY OF SHAWNEE, OKLAHOMA FOR THE PURPOSE OF GRANTING TO ONE GAS, INC., ACTING BY AND THROUGH ITS OKLAHOMA NATURAL GAS COMPANY DIVISION, AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM EXPIRATION OF THE EXISTING FRANCHISE GRANT A NON-EXCLUSIVE FRANCHISE; PROVIDING FOR SAID ELECTION TO BE CONDUCTED BY THE POTTAWATOMIE COUNTY ELECTION BOARD; AND PROVIDING FOR ABSENTEE BALLOT AND DEFINING THE ELECTORATE.

A motion was made by Commissioner Weaver, seconded by Vice Mayor Rutherford, to approve a resolution calling and providing for the holding of a special election in the City of Shawnee, Oklahoma, for the purpose of granting to One Gas, Inc., acting by and through its Oklahoma Natural Gas Company Division, and its successors and assigns, for a period of twenty-five (25) years from the expiration of the existing franchise grant a non-exclusive franchise; providing for said election to be conducted by the Pottawatomie County Election Board, and providing for absentee ballot and defining the electorate. Motion carried 6-0.

AYE: Weaver, Rutherford, Sehorn, Salter, Flood, Bolt

NAY: None

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 1120 North Louisa Avenue, containing 0.40-acres, R-1 (Single-Family Residential District) to R-1 (Single-Family Residential

District) with a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU). Case No. P11-20, Applicant: Brent and Amanda Newsom.

Planning Director Rebecca Blaine provided a staff report. She advised Staff and the Planning Commission recommend approval of this item.

Mayor Bolt declared a public hearing in session to consider an ordinance rezoning property from R-1 (Single-Family Residential District) to R-1 (Single-Family Residential District) with a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU) located at 112 North Louisa Avenue. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve an ordinance to rezone property located at 1120 North Louisa Avenue, containing 0.40-acres, R-1 (Single-Family Residential District) to R-1 (Single-Family Residential District) with a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU).

Ordinance No. 2698NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18), BLOCK ONE (1), PLAINVIEW ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) FOR AN ACCESSORY DWELLING UNIT (ADU) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter

NAY: None

Ordinance No. 2698NS was adopted by the City Commission.

AGENDA ITEM NO. 10:

Public hearing and consideration of an ordinance to rezone property located on the north side of East 39th Street approximately 840' east of Harrison Avenue, containing 13.37-acres, from A-1 (Rural Agricultural

District) to a Planned Unit Development (PUD) for the purpose of a residential subdivision. Case No. P12-20, Applicant: Cedar Ridge Investments.

Planning Director Rebecca Blaine provided a staff report. She explained the surrounding zoning codes. Mrs. Blaine also explained how the Comprehensive Plan plans for the area to be zoned. She stated she received letters in opposition and in favor of said rezoning and advised they were attached to the Staff report. Mrs. Blaine also answered questions from the Commission.

The Commissioners discussed the rezoning noting the high volume of opposed residents in the area, the support of a potential rezoning to R-1 (Single-Family Residential District),

Mayor Bolt declared a public hearing in session to consider an ordinance rezoning property from A-1 (Rural Agricultural District) to a Planned Unit Development (PUD) for the purpose of a residential subdivision located on the north side of East 39th Street approximately 840' east of Harrison Avenue. Mr. David Tomlinson, property owner, and Mr. Steve Landes, project engineer, appeared in favor of said rezoning. They explained they originally sought an R-1 rezoning for the area. Mr. Bruce Bushong, Mr. Larry Epple and Mr. Rob Morris spoke against the proposed rezoning. The public hearing was closed.

A motion was made by Commissioner Sehorn, seconded by Commissioner Weaver, to accept the Planning Commission's recommendation of denial to rezone the property located on the north side of East 39th Street approximately 840' east of Harrison Avenue, containing 13.37-acres, from A-1 (Rural Agricultural District) to a Planned Unit Development (PUD) for the purpose of a residential subdivision. Motion carried 6-0.

AYE: Sehorn, Weaver, Flood, Bolt, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance to rezone property located at 1018 West Benedict Street, containing 0.19-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District). Case No. P13-20, Applicant: Ken Stafford. *(Deferred by the Planning Commission to the September 2, 2020 meeting.)*

Planning Director Rebecca Blaine advised that the applicant requested a deferment to the September 2, 2020 Planning Commission meeting.

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to defer this item to the September 8, 2020 City Commission meeting. Motion carried 6-0.

AYE: Flood, Sehorn, Salter, Weaver, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 12: Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel passed out the Budget Report attachment. Ms. Neel reported sales tax is up \$869,410.00, or 26.56%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$18,712.00, or 4.61%, over the projected budget year-to-date.

AGENDA ITEM NO. 13: New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 14: Commissioners Comments

Commissioner Flood said he appreciated the effort of the Planning Department but appreciates the ability to be flexible in the Comprehensive Plan.

Commissioner Rutherford expressed his appreciation for all the participation on this agenda.

Commissioner Sehorn stated his enthusiasm with the financial report.

Mayor Bolt expressed his appreciation with the attendance at tonight's meeting.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:52 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:54 P.M.)

AGENDA ITEM NO. 15:

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

A motion was made by Commissioner Weaver, seconded by Commissioner
Flood, to enter into executive session to discuss annual evaluation of the City
Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring,
appointment, demotion, disciplining or resignation of any individual salaried
public officer or employee." Motion carried 6-0.

AYE: Weaver Flood, Bolt, Rutherford, Sehorn, Salter
NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:55 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 8:54
P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 16:

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

A motion was made by Vice Mayor Rutherford, seconded by Commissioner
Sehorn, to give the City Manager a pay increase of two-and one-half percent
(2.50%) effective at the one-year anniversary date. Motion carried 5-1.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter
NAY: Weaver

AGENDA ITEM NO. 17:

Discussion, consideration and possible action to appoint a City Commissioner to the Ward 1 position to fill the open position left by the appointment of Ed Bolt as Mayor, to complete the remainder of term, expiring 2022. *(Deferred from August 3, 2020 City Commission meeting.)*

A motion was made by Commissioner Weaver to appoint Rex Hennen to fill the vacant Ward 1 City Commissioner position to complete the remainder of the term, expiring 2022. Motion failed for a lack of a second.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to appoint Daniel Matthews to fill the vacant Ward 1 City Commissioner position to continue the remainder of the term, expiring 2022. Motion carried 6-0.

AYE: Flood, Rutherford, Sehorn, Salter, Weaver, Bolt
NAY: None

AGENDA ITEM NO. 18:

Swearing in of Ward 1 Commissioner. *(This item only occurs if a Commissioner for Ward 6 is appointed during Agenda Item No. 17.)*

City Clerk Lisa Lasyone swore in Daniel Matthews as Ward 1 Commissioner.

AGENDA ITEM NO. 19:

Consider a resolution calling and providing for the holding of a special election in the City of Shawnee, Oklahoma, for the purpose of nominating and electing candidates for the office of City Commissioner of the First Ward; establishing a filing period and qualifications for such office; designating the manner of electing the office named herein; providing for said election to be conducted by the Pottawatomie County

Election Board; providing for voting by absentee ballot.

No action was taken.

AGENDA ITEM NO. 20:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:00 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners**2. b.**

Meeting Date: 09/08/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Planning Commission Minutes from the March 4, 2020 regular meeting, the May 15, 2020 special call meeting, the May 29, 2020 special call meeting, the June 3, 2020 regular meeting, and the June 19, 2020 special call meeting. *(Deferred from the July 6, 2020 City Commission meeting.)*
- Planning Commission Minutes from the July 1, 2020 and August 5, 2020 regular meeting.
- Senior Citizens of Shawnee Board Minutes from the July 14, 2020 regular meeting.
- Shawnee Community Beautification Committee Minutes from the July 16, 2020 regular meeting.

Attachments

PLN 03-04-2020

PLN 05-05-2020

PLN 05-29-2020

PLN 06-03-2020

PLN 06-19-2020

PLN 07-01-2020

PLN 08-05-2020

Senior Citizens of Shawnee
Beautification

REGULAR PLANNING COMMISSION MINUTES

DATE: MARCH 4TH, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, March 4th, 2020, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following members were present:

Present: Deem, Matthews, Walker, Bergsten, Kienzle, Rowell, Melot

Absent:

Meeting was called to Order.

AGENDA ITEM NO. 2: Consideration of approval of the minutes from the special meeting of the Planning Commission on February 12th, 2020

Chairman Bergsten asked Commissioners for any comments, questions, or a vote. Commissioner Walker made a motion to approve the meeting minutes; seconded by Commissioner Melot. Motion carried 7-0.

Motion passed:

AYE: Deem, Matthews, Walker, Bergsten, Kienzle, Rowell, Melot

NAY:

ABSTAIN:

AGENDA ITEM NO. 3: Citizens' Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward.

There was no Citizens' Participation.

AGENDA ITEM NO. 4: Case #P05-20 – Public Hearing and Consideration of a conditional use permit (CUP) for a bed-and- breakfast for a 2.5-acre property, located at 16405 Hart Road

Applicant: Robert & Janet Lindley

Planning Director Rebecca Blaine presented staff report. She stated the bed and breakfast is in a portion of the existing single-family home that is already located on the property; it would not involve a new structure. She stated there would not be extensive traffic or parking added. She noted the Commission may set conditions on the approval of any conditional use permit. She stated staff recommends approval.

Chairman Bergsten asked Director Blaine if the property was surrounded by trees. Director Blaine confirmed this to be the case. She stated she does not think the bed and breakfast would be a disturbance. Chairman Bergsten stated he did not see a reason to be concerned about lighting or fencing.

Commissioner Walker asked about signage at the gate. Director Blaine stated the City has a permitting process for signage.

Chairman Bergsten asked about the condition on the staff report that states "No additional structures are [to be] erected for the purpose of a bed and breakfast,". He asked if that would be for any structure or just any structure that is used for the bed and breakfast. Director Blaine stated that condition encapsulates the use of the

bed and breakfast. She stated the applicant would not be able to erect another house on the parcel for the use of a bed and breakfast. She stated the condition would not limit erecting an accessory structure, such as a shed.

Commissioner Matthews asked if a gazebo would be separate from the bed and breakfast. Director Blaine stated that is something they could consider. She stated one could make an argument that that is a joint use and that it could be evaluated on a case-by-case evaluation. Commissioner Matthews stated that would beautify the area. Director Blaine suggested the language of the condition could be edited to say dwelling structure rather than just structure.

Commissioner Walker stated the way the staff report has the condition worded is correct.

Chairman Bergsten stated the applicant would not want to erect anything that is unattractive.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward.

No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any comments or questions. There were no comments or questions and Chairman Bergsten asked for a motion. Commissioner Walker made a motion to approve the conditional use permit with the condition that no additional structures are erected for the purpose of a bed and breakfast; seconded by Commissioner Deem. Motion carried 7-0.

Motion passed:

AYE: Deem, Matthews, Walker, Bergsten, Kienzle, Rowell, Melot

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #P06-20 – Public Hearing and Consideration of a rezoning from C-1 (Neighborhood Commercial) to C-3 (Highway Commercial) for a 0.45-acre property, located at 1332 North Harrison Avenue

Applicant: Nelmon Brauning

Planning Director Rebecca Blaine presented staff report. She stated this application is for the future home of the Red Rock Behavioral Health. She stated they provide mental health counseling services. She noted that this is a corner property and that the applicant is going to combine the lots. She stated this aligns with the 2040 Comprehensive Plan. She stated staff recommends approval of the rezone.

Chairman Bergsten asked if the existing building will be used. Director Blaine stated it would be demolished and a parking lot will go there.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. Nelmon Brauning, the applicant, came forward. She passed around brochures to the Commission. She stated the red building will be demolished because the roof is too expensive to repair. She stated there will be about 30 employees. She stated the existing house will be demolished. She stated it will be pretty. Commissioner Deem asked if Red Rock Behavioral Health was on Bell Avenue. Ms. Brauning stated it is a little office for finding Red Rock locations.

Chairman Bergsten asked about inpatient care. Ms. Brauning stated there would be no inpatient care or overnight care. No one else came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any comments or questions. There were no comments or questions and Chairman Bergsten asked for a motion. Commissioner Matthews made a motion to approve the rezone; seconded by Commissioner Melot. Motion carried 7-0.

Motion passed:

AYE: Deem, Matthews, Walker, Bergsten, Kienzle, Rowell, Melot

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #P04-20 – Public Hearing and Consideration of a rezoning from R-3 (Multi-Family Residential) to C-2 (Limited Office) and a conditional use permit (CUP) for a medical office, located 300 feet east of the northeast corner of Acme Road and West MacArthur Street

Applicant: J Bentley Developments LP

Planning Director Rebecca Blaine presented staff report. She stated the original application requested C-3 zoning. She stated C-3 allows for heavier uses and C-2 allows for the proposed use with a conditional use permit. She stated the applicant agreed to amend their application to request C-2 zoning. She stated staff recommends approval of the rezone and that it does not compromise the intent of the 2040 Comprehensive Plan.

Chairman Bergsten asked if there is any intent of expanding the apartment complex. Director Blaine stated the Planning Department has not received any submittals regarding this.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. The applicant, Justin Ramer, came forward to speak. He stated they want to continue to construct office buildings as they go west along the corridor. He confirmed there are no projects pending on the R-3 zoned land behind this tract of land. He stated they are in talks with the property owner to the east about acquiring that property for higher end duplexes. No one else came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any comments or questions. There were no comments or questions and Chairman Bergsten asked for a motion. Commissioner Matthews made a motion to approve the rezone; seconded by Commissioner Walker. Motion carried 7-0.

Motion passed:

AYE: Deem, Matthews, Walker, Bergsten, Kienzle, Rowell, Melot

NAY:

ABSTAIN:

AGENDA ITEM NO.7:

Discussion and possible action for consideration of Fiscal Year 2021 initiatives aligning with the 2040 Comprehensive Plan

Planning Director Rebecca Blaine stated the City is preparing the Fiscal Year 2021 budget. She stated she wanted to discuss ideas she is considering proposing for the fiscal budget. She stated her number one priority is overhauling the Zoning Code and Subdivision Regulations. She noted that the current Zoning Code and Subdivision Regulations are quite old. She also expressed her desire to set up an Arts Commission. Commissioners Deem and Kienzle stated they like the idea of an Arts Commission.

Commissioner Deem stated the City's budget for demolitions should be increased. Director Blaine agreed with this statement. Chairman Bergsten used the Cinderella Hotel as an example of building that could be demolished. Director Blaine stated the City has received bids on that subject. She stated it would cost far more than what the current budget is for demolitions. Commissioner Kienzle asked if the Citizen Pottawatomie Nation would be able to assist with this subject. She stated they have a good relationship with the EPA. Director Blaine was receptive towards this suggestion. Director Blaine stated the City is already spending money on an annual basis on the Cinderella Hotel regarding law enforcement being called over to the property and code enforcement having to secure the property. Commissioner Kienzle stated the EPA can also enlist the Army Corp of Engineers to do the assessment. Chairman Bergsten asked if there are federal grants for this. Commissioner Kienzle stated there are grants for the remediation part of the process.

Commissioner Melot discussed the idea of a discretionary budget for the purpose of finding matching dollars of certain projects. Director Blaine stated she wants a designated grant fund.

Commissioner Melot asked about the budget for code enforcement. She stated there is a disparity in enforcement. Director Blaine stated the Planning Department's code enforcement resources are currently limited. She stated this is something that can be looked at. She also stated that the Planning Department is going to assign boundary areas of the City to the two code enforcement officers.

Commissioner Kienzle asked if the current travel and training budget was large enough. Director Blaine asked Commissioner Kienzle to share any suggestions for conferences. She stated she will be putting together a large budget due to the influx of new staff.

Commissioner Kienzle asked about the technology budget. Director Blaine stated their computers are fine, and the software is archaic.

Commissioner Kienzle asked whether educational materials on bicycling and walking is warranted. Director Blaine stated she is part of the stakeholder's group for the statewide transportation plan and that they have a community review and assessment regarding that subject. She stated Shawnee is ranked in the bottom five on transportation options and multi-modal public options across the nation. She stated the branding and marketing on that is to become a top five in that subject.

Chairman Bergsten asked if there is ongoing effort or plans for the downtown area. Director Blaine stated there is nothing as it relates to the Streetscape or bump outs. She stated the Kickapoo expansion project and that there will be a roundabout at Main & Kickapoo. She stated she does know of any other downtown related projects.

Commissioner Walker asked if the TIF District went to Harrison. Director Blaine stated she was not sure if it does. Commissioner Melot noted there is a significant amount of private investment happening in Downtown. Chairman Bergsten stated while there is a lot of development in the central part of Main Street, the western and eastern ends still have bad looking buildings. Director Blaine stated she intends to create a budget for homelessness resources. Chairman Bergsten expressed concern about the economic impact of homelessness on the Downtown area.

Commissioner Deem asked what is going on with the 9th Street Apartments. Director Blaine stated they have not received any submittals regarding that property; however, she stated the owner was dealing with a personal situation that resulted in the asset being legally tied up, and that that is no longer the case. She stated work is being done on this property.

There was no action taken on this item.

AGENDA ITEM NO.8:

Planning Director's Report

Planning Director Rebecca Blaine did not have a report.

AGENDA ITEM NO. 9:

Commissioners Comments and/or New Business

Commissioner Walker stated there is a dumpster on the 300 block of Midland Street placed on the street. Director Blaine stated she will have someone start a case on that. Director of Engineering Michael Ludi stated the foundation was being redone and that the City will find out why work has stopped.

Commissioner Kienzle stated the sidewalks by the middle school are blocked off. She asked if somebody cuts off a route to a school, should they have to provide an alternative route. Mr. Ludi asked if Commissioner

Kienzle was referring to the middle school on Union Avenue. She confirmed that was the case. Mr. Ludi stated he would get with his inspectors on it.

Commissioner Melot stated on Broadway Avenue there is a mattress set that has been laying across the sidewalk for at least three weeks.

Commissioner Deem asked if there was any progress on Shawnee Sawmill with the wall. Director Blaine stated another letter has been sent to them. Commissioner Deem asked how many letters the Planning Department sends them. Director Blaine stated that is tied back to a limited budget. She stated they try to have the property owner take care of their own property. Commissioner Deem asked Director Blaine what would she do if she had unlimited funds for code enforcement. Director Blaine stated that, if the property owner was given property notice and given a chance to correct the issue by themselves, the City would bid out for contractors, acquire three bids, and then file a lien to their property for the cost of that. She stated the City usually does not get that money back because unless the property owner is intending to sell the property, they do not care about the lien. Mr. Ludi stated work will continue on the Shawnee Milling. He stated the owner has been ill and is now recovering.

Commissioner Melot asked about the lighting at the airport tunnel. Mr. Ludi stated they are waiting on the purchase orders to clear through the City.

Commissioner Kienzle asked if the City does the recycling. Director Blaine stated the City does limited recycling with Central Disposal.

AGENDA ITEM NO.10:

Adjournment

Meeting was adjourned.

Chairman/Vice-Chairman

Rebecca Blaine, AICP

Planning Director

SPECIAL CALLED PLANNING COMMISSION MINUTES

DATE: MAY 15TH, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met via video conference for a special called meeting on May 15th, 2020, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: **Roll Call**

Upon roll call the following members were present and joined the meeting via video conference:

Present: Kienzle, Walker, Rowell, Bergsten, Deem, Melot and Matthews

Absent: None

A quorum was declared, and the meeting was called to Order.

AGENDA ITEM NO. 2: **Case #P07-20- Public hearing and consideration of approval of Conditional Use Permit (CUP) for a guest cabin located at 15226 South School Road.**

David Bergsten asked for staff report. Director Blaine presented the staff report. She stated the applicant had built a cabin on a lake lot lease property three years ago. Now the applicant has requested to keep this guest cabin and build a new primary structure. The structure submitted for review was under 400 square feet. Staff recommended conditional approval granted the following conditions were met:

1. Guest cabin not to exceed 600 square feet.
2. Guest cabin not to be sublet.
3. Guest cabin to share a common drive with the primary residence.

Chairman Bergsten asked the Commissioners if they had any questions. Commissioner Kienzle asked how the City would know if the property was sublet. Director Blaine explained unless an issue surfaced, there wasn't an official process to oversee that aspect of the guest cabin provision. Chairman Bergsten then opened the public portion of the meeting. The applicant, Ms. Collins, reiterated the intention was not to sublet the property. The use of the guest cabin would be for out of state family to visit. She mentioned they had spent an ample amount of time picking out building plans for their new home and were excited to get started. Bergsten asked the Commission if they had any questions. Bergsten asked if this was a lease of land owned by the City. Blaine stated this was a lease of the School Land Commission. Commissioner Deem asked how lease holders were selected. Blaine stated the City was not involved or had knowledge of their processes. Commissioner Matthews inquired about the requirement about subletting and if this was different than conditions for other Conditional Use Permits (CUPs) across city limits. Blaine stated that they were in fact separate regulations and these particular regulations fell under the Lake Protection Zone (LPZ) in Shawnee City Code of Ordinances. She mentioned a few different types of CUP applications: bed and breakfasts, garage apartments, and guest cabins.

Bergsten asked for a motion, Commissioner Walker made a motion to conditionally approve which was seconded by Commissioner Matthews. Motion carried 7-0.

Aye: Walker, Matthews, Kienzle, Bergsten, Rowell, Deem, and Melot
Nay: None
Abstain: None

It was stated the item would be heard at the next regular City Commission meeting via video conference on Monday, May 18th, 2020 at 6:00 p.m.

AGENDA ITEM NO. 3: **Planning Director's Report**

Planning Director Rebecca Blaine mentioned that Chairman Bergsten and Commissioner Kienzle would be completing their second full terms on June 1st. She thanked and expressed her appreciation to Bergsten and Kienzle. Commissioner Deem had a question regarding filling vacancies. Blaine stated five applications had been received thus far. Deem inquired when a decision would be made on appointing the two new commission seats. Blaine stated it could be on the first June City Commission meeting. Commissioner Melot stated they would have big shoes to fill.

AGENDA ITEM NO. 4: **Commissioners Comments and/or New Business**

Commissioner Deem inquired about the house on Tucker Avenue, and the status of its demolition. Blaine replied that COVID-19 had put a damper on projected timelines due to the pandemic situation being so fluid. She mentioned City offices were looking to reopen on May 18th, 2020. Commissioner Melot had mentioned the tall grass and weeds being taking care of at the Airport Track and gave accolades to City staff for its efforts. Commissioner Walker inquired about a new development happening at the intersection of Harrison Avenue and Wallace Street. Director Blaine relayed that Sonic was building an office headquarters in that location.

AGENDA ITEM NO. 5: **Adjournment**

Meeting was adjourned at 1:47 p.m.

Chairman/Vice-Chairman

Rebecca Blaine, AICP
Planning Director

DATE: MAY 29TH, 2020

AGENDA ITEM NO.1: **Roll Call**

Absent: Rowell

It was stated the item would be heard at the next regular City Commission meeting in-person in the City Commission Chambers on Monday, June 1st, 2020 at 6:00 p.m.

AGENDA ITEM NO.5:

**Case #S04-20 – Consideration of approval of a replat of the Preliminary Plat of Belmont Park Commercial II, a 0.87-acre property, located 630’ east of the northeast corner of W. MacArthur Street and Acme Road.
Applicant: J. Bentley Developments, LP**

Chairman Bergsten asked for a staff report. Director Blaine gave the staff report. She referenced the rezoning a few months prior for the frontage of this property from multi-family residential to commercial to add another office suite of same character to the existing one on the northeaster corner of MacArthur Street and Acme Road. Staff recommended conditional approval, stating the applicant had agreed to satisfy requested changes prior to the City Commission meeting. Commissioner Matthews asked for clarification on the redlined items.

Bergsten asked for a motion, Commissioner Walker made a motion to approve with conditions which was seconded by Commissioner Melot.

Aye: Walker, Melot, Deem, Matthews, Bergsten, and Kienzle
Nay: None
Abstain: None

It was stated the item would be heard at the next regular City Commission meeting in-person in the City Commission Chambers on Monday, June 1st, 2020 at 6:00 p.m.

AGENDA ITEM NO.6:

**Case #S05-20 – Consideration of approval of a replat of the Final Plat of Belmont Park Commercial II, a 0.87-acre property, located 630’ east of the northeast corner of W. MacArthur Street and Acme Road.
Applicant: J. Bentley Developments, LP**

Chairman Bergsten asked for a staff report. Director Blaine said for good record keeping practices, the Planning Office had required a vacation of the old plat, a new Preliminary Plat, as well as a new Final Plat for this development. Staff recommended conditional approval of the final plat granted the minor changes were made to the plat prior to the City Commission meeting.

Bergsten asked for a motion, Commissioner Deem made a motion to approve with conditions which was seconded by Commissioner Matthews.

Aye: Deem, Matthews, Walker, Bergsten, Kienzle, and Melot
Nay: None
Abstain: None

It was stated the item would be heard at the next regular City Commission meeting in-person in the City Commission Chambers on Monday, June 1st, 2020 at 6:00 p.m.

AGENDA ITEM NO.7:

Case #S06-20 – Consideration of approval of the Preliminary Plat for Wildwood Addition (formerly Woodsong Section 3), a 23.88-acre property, located on E. 45th Street east of Harrison Avenue and west of Bryan Street.

Applicant: Salazar Homes

Chairman Bergsten asked for the staff report. Director Blaine stated both the Preliminary Plat and Final Plat had both been approved several months ago under the subdivision name ‘Woodsong Addition Section III’; however, the original developer from Woodsong Addition had requested the developer, Salazar Homes, not use Woodsong name; therefore, new plats were submitted with the subdivision’s new name, Wildwood.

Commissioner Deem mentioned concerns with 45th Street handling the increased traffic volume that 82 lots would generate. Director Blaine did mention a Capital Improvement Project (CIP) of the sales tax increase from a few years back had the widening/improvement of 45th Street on CIP list. Deem also mentioned concerns on N. Harrison Avenue as well as the continued development in Hyatt Addition, also off of 45th Street. Blaine said she would convey the traffic volume concerns to City Commission. There were no further questions.

Bergsten asked for a motion, Commissioner Matthews made a motion to approve which was seconded by Commissioner Walker.

Aye: Matthews, Walker, Bergsten, Kienzle, Melot, and Deem

Nay: None

Abstain: None

It was stated the item would be heard at the next regular City Commission meeting in-person in the City Commission Chambers on Monday, June 1st, 2020 at 6:00 p.m.

AGENDA ITEM NO.8:

Case #S07-20 – Consideration of approval of the Final Plat for Wildwood Addition, a 23.88-acre property, located on E. 45th Street east of Harrison Avenue and west of Bryan Street.

Applicant: Salazar Homes

Bergsten requested a staff report if Director Blaine had anything to add. Director Blaine discussed sidewalks would be a part of this residential subdivision. There was discussion on when the sidewalk requirement was removed from the Subdivision Regulations. Commissioner Deem asked for the process involved to incorporate the sidewalk requirement back into the city’s Subdivision Regulations. Commissioner Matthews stated his concerns with the drainage diverting onto a future road that would not exist. Blaine said that a representative of the applicant was not present at the meeting to address this concern. There was further discussion on drainage, road connectivity and the previous two phases of development.

A motion was made by Commissioner Deem with a second by Commissioner Walker to defer this item to the next regular Planning Commission meeting of Wednesday, June 3rd, 2020.

Aye: Deem, Walker, Matthews, Bergsten, Kienzle, and Melot

Nay: None

Abstain: None

AGENDA ITEM NO.9:

Planning Director’s Report

Planning Director Rebecca Blaine mentioned that the City of Shawnee was trying to gain back a sense of normalcy after taking public meetings to a virtual setting. She announced the first in-person meeting since COVID-19 would be Monday, June 1st, 2020 for the City Commission meeting. She also mentioned the next regular Planning Commission meeting would be held in-person on Wednesday, June 3rd, 2020. Director Blaine

mentioned the busyness of the Planning Office with development and permitting. She stated it was an encouraging sign of the local economy. She thanked Chairman David Bergsten and Commissioner Robbie Kienzle for serving on the Planning Commission as this was their last meeting.

AGENDA ITEM NO. 10: **Commissioners Comments and/or New Business**

Chairman David Bergsten thanked everyone for their time and effort put forth on the Planning Commission. Commissioner Kienzle echoed what David had shared and stated she felt they were leaving things in good hands. Commissioner Melot inquired about the process for the two vacancies to be appointed. Melot inquired about the lighting in the tunnel on MacArthur Street. She stated the lighting was out and it was a safety concern. Blaine said she would get an update. She also mentioned the light pole on N. Broadway by the courthouse that was down had now been replaced and OG+E had converted all bulbs in that area to LED from traditional. Commissioner Deem asked about the house with the fallen tree on Tucker Avenue. Blaine mentioned the demolition list was now being worked again that had previously been paused due to the COVID-19 pandemic.

Director Blaine announced to the Planning Commissioners that a representative for Crafton Tull for the Wildwood Plat item was now trying to join the virtual meeting. In good practice, the item was decided to be heard at the next regular meeting, Wednesday, June 3rd. 2020. Blaine stated she would relay the questions posed to Crafton Tull to be prepared for Wednesday’s meeting. Commissioner Walker stated a new dumpster was sitting in the street on W. Midland between Kickapoo and Broadway. Blaine noted the item and said it would be relayed to the Action Center. Commissioner Deem mentioned a hazardous tree on Bradley next to a lot where people are dumping miscellaneous dirt and debris. Blaine said a case would be started to address the violations.

AGENDA ITEM NO.11: **Adjournment**

Meeting was adjourned at 2:10 p.m.

Chairman/Vice-Chairman	Rebecca Blaine, AICP Planning Director

DATE: JUNE 3RD, 2020

AGENDA ITEM NO. 1: **Roll Call**

Absent: Rowell

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

Case #S07-20 – Consideration of approval of the Final Plat for Wildwood Addition, a 23.88-acre property, located on E. 45th Street east of Harrison Avenue and west of Bryan Street. Applicant: Salazar Homes

It was stated the item would be heard at the next regular City Commission meeting in-person in the City Commission Chambers on Monday, June 15th, 2020 at 6:00 p.m.

AGENDA ITEM NO. 5:

Planning Director's Report

Blaine stated initiatives of the FY21 budget were to create a new Zoning Code and new Subdivision Regulations were goals and objectives of the new Comprehensive Plan could be carried out.

AGENDA ITEM NO. 6:

Commissioners' Comments and/or New Business

Commissioner Matthews requested a special call Planning Commission meeting be called after the next regular City Commission meeting on Monday, June 15th, 2020. A placeholder was discussed for Friday, June 19th, 2020 at 3:30 p.m. for a special called meeting.

AGENDA ITEM NO. 7:

Adjournment

Meeting was adjourned at 1:54 p.m.

Chairman/Vice-Chairman

Rebecca Blaine, AICP
Planning Director

SPECIAL CALLED PLANNING COMMISSION MINUTES

DATE: June 19th, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Friday, June 19th, 2020, at 3:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following members were present:

Present: Deem, Matthews, Melot

Absent: Rowell & Walker

Meeting was called to Order.

AGENDA ITEM NO. 2: Swear in new Commissioners- Amy Loftis-Walton and Cami Engles

Amy Loftis-Walton was sworn in as Planning Commissioner. Cami Engles was sworn in as Planning Commissioner.

AGENDA ITEM NO. 3: Nomination, discussion on electing Planning Chairperson

A motion was made by Melot to elect Daniel Matthews who accepted to nomination. Motion carried 4-0.

AYE: Deem, Engles, Walton, Melot

NAY:

ABSTAIN: Matthews

AGENDA ITEM NO. 4: Nomination, discussion on electing Planning Vice-Chairperson

A motion was made by Matthews to elect Cody Deem who accepted to nomination. Motion carried 4-0.

AYE: Matthews, Engles, Walton, Melot

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Planning Director's Report

Planning Director Rebecca Blaine didn't have a formal report. She did welcome Engles and Walton to the Planning Commission and thanked each of them for serving the community.

AGENDA ITEM NO. 6:

Citizens' Participation

The public portion of the meeting was opened and announced that this is an open time for discussion for those with question on topics not on the Agenda. No business was addressed.

AGENDA ITEM NO. 7:

Commissioners Comments and/or New Business

Short discussion on the swearing in of new Planning Commissioners at a special called meeting on Friday June 19th at 3:30 p.m.

AGENDA ITEM NO. 8:

Adjournment

Meeting was adjourned at 1:43 p.m.

Chairman/Vice Chairman

Rebecca Blaine, AICP

Planning Director

REGULAR PLANNING COMMISSION MINUTES

DATE: JULY 1st, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on July 1st, 2020, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: **Roll Call**

Upon roll call the following members were present:

Present: Walker, Loftis-Walton, Deem, Matthews, Engles, Rowell, Melot

Absent: None

A quorum was declared, and the meeting was called to order.

AGENDA ITEM NO. 2: **Consideration of approval of the minutes from the following Planning Commission meetings:**

- **Regular meeting of March 4th, 2020**
- **Special meeting of May 15th, 2020**
- **Special meeting of May 29th, 2020**
- **Regular meeting of June 3rd, 2020**
- **Special meeting of June 19th, 2020**

Commissioner Walker mentioned minor errors to be corrected within the draft minutes. Blaine stated minutes would be reviewed and changed.

Commissioner Matthews asked for a motion to accept the minutes to form with the corrected changes requested. Commissioner Melot made a motion with a second by Commissioner Loftis-Walton. Motion carried 7-0.

Aye: Walker, Loftis-Walton, Deem, Matthews, Engles, Rowell, and Melot

Nay: None

Abstain: None

AGENDA ITEM NO. 3: **Citizens' Participation** **(A three-minute limit per person)** **(A twelve-minute limit per topic)**

No citizens came forward.

AGENDA ITEM NO. 4: **Case #P10-20 - Public Hearing and consideration of a rezoning from C-4 (Central Business District) to R-1 (Single-family residential) for a 0.16-acre property, located at 419 N. Beard.** **Applicant: Theresa Nicoletta**

Chairperson Matthews asked for a staff report. Director Blaine presented the staff report. She stated the property owner had remodeled the structure on the property to market it as an office space for almost two years. With no interest generated, they currently had a potential buyer who would like to purchase as use as R-1 (Single-family Residential). She mentioned the Central Business District section of the Zoning Code does not allow for residential on the ground floor level. Director Blaine said the intent of the code was for traditional downtown buildings where retail would be on the ground floor level with dwelling space above. Blaine stated staff recommended approval of this application.

Chairperson Matthews opened the public hearing. He invited John Hannifan to the podium who had signed up to speak in favor of the item. Mr. Hannifan stated he was the potential buyer for the property if the rezoning was approved. He planned to use this home as an income property to lease to a family. Commissioner Melot inquired about off-street parking. The detached two-car garage in the back had parking was mentioned as well as the on-street parking on the east side of Beard.

Chairperson Matthews asked if anyone wanted to speak in opposition of this application. No one came forward.

Chairperson Matthews asked for a motion. Commissioner Walker made a motion to approve seconded by Commissioner Deem. Motion passed 7-0.

Aye: Walker, Deem, Loftis-Walton, Matthews, Engles, Rowell, and Melot.

Nay: None

Abstain: None

It was stated the application would be heard at the next regular City Commission meeting on Monday, July 6th at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 5:

Planning Director's Comments

Blaine mentioned that FY21 had begun. She mentioned the increase in the annual demolition budget. She mentioned the hearing for the house at 302 N. Tucker had occurred the week prior, so it should be completed around August. She mentioned the budget approval for a new Zoning Code and Subdivision Regulations. She mentioned the results of the recent local election for Mayor and City Commissioners. Ed Bolt would serve as Shawnee's new Mayor, Darren Rutherford was re-elected, Bob Weaver and Travis Flood were elected as well. She mentioned working on the 1% Art Ordinance as mentioned in the 2040 Comprehensive Plan.

AGENDA ITEM NO. 6:

Commissioners' Comments

Commissioner Melot gave accolades to the large voter participation in the local elections. She also stated the conversion over to LED lights on Kickapoo Avenue by OG+E was great. She mentioned keeping street safety in the forefront of everyone's mind as more people have been outside walking and bicycling since the pandemic. Commissioner Engles stated she appreciated the welcome and looked forward to serving. Commissioner Deem asked about MacArthur Street tunnel's lighting project. Blaine stated she would inquire the appropriate departments for an update. Commissioner Deem inquired about updating the new codes and the industrial regulations for properties such as the Shawnee Sawmill. Commissioner Loftis-Walton stated she was excited to serve on the Planning Commission. Commissioner Walker inquired about the dumpster on W. Midland in the right-of-way. Chairperson Matthews stated he was excited to serve as Chairperson. He stated he had a citizen request to have an engraved bench added to Tom Terry Park to honor him in for his service to the community and celebrate his upcoming 90th birthday. Blaine stated she would pass along to the appropriate departments. Commissioner Walker asked about the process to seat a new City Commissioner to the vacant Ward 1 seat. Chairperson Matthews asked Commissioner Salter who was in attendance the options for appointing or electing a new City Commissioner to fill that seat.

AGENDA ITEM NO. 7:

Adjournment

Meeting was adjourned at 1:59 p.m.

Chairman/Vice-Chairman

Rebecca Blaine, AICP
Planning Director

REGULAR PLANNING COMMISSION MINUTES

DATE: AUGUST 5th, 2020

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on August 5th, 2020, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following members were present:

Present: Deem, Walker, Melot, Matthews, Engles, Loftis-Walton, Rowell

Absent: None

A quorum was declared, and the meeting was called to order.

AGENDA ITEM NO. 2: Consideration of approval of the amended minutes from the special called June 19th, 2020 meeting and minutes from the regular meeting of July 1st, 2020 (Request deferment).

Chairperson Matthews requested a motion for deferment. Commissioner Walker made a motion with a second by Commissioner Melot. Motion carried 7-0.

Aye: Walker, Melot, Deem, Matthews, Engle, Loftis-Walton, and Rowell

Nay: None

Abstain: None

It was stated that item would be deferred until the next regular Planning Commission meeting on Wednesday, September 2nd, 2020.

AGENDA ITEM NO. 3: Citizens' Participation (A three-minute limit per person) (A twelve-minute limit per topic)

Bruce Bushong came forward to inquire if the E. 39th Street rezoning was on the agenda. Chairperson Matthews confirmed it was on the agenda and there would be a public hearing at which time he could speak to that item. No one else came forward to speak, and the Citizens' Participation was closed.

AGENDA ITEM NO. 4: Case #P11-20 – Public Hearing and Consideration of a conditional use permit (CUP) for an ADU (Accessory Dwelling Unit) for a 0.40-acre property, located at 1120 N. Louisa Avenue. Applicant: Brent & Amanda Newsom

Chairperson Matthews asked for a staff report. Director Blaine presented the staff report. She stated the purpose of the ADU was for a space for out-of-state family to stay when visiting, and that it would not be sublet. She stated the Zoning Code's criteria for ADU's included a maximum of 900 square feet. The existing accessory structure was 900 square feet, 600 of which would be remodeled for dwelling space. The remaining 300 square feet would be kept as storage space. Proper public notice and notice to surrounding property owners was completed. No written responses had been received. She stated the approval of the ADU would take the base zoning to R-2 (Medium Density Residential District); however, it would default back to R-1 (Single Family Residential District) if the ADU (Accessory Dwelling Unit) was ever to go away. She stated the 2040 Comprehensive Plan discussed having more diversity in housing options and that the Zoning Code should consider that when renewed. Staff recommended approval of this application.

Chairperson Matthews opened the public hearing. He asked if anyone wanted to speak in favor of this case. No one came forward. He asked if anyone wanted to speak in opposition of this case. No one came forward. Chairperson Matthews then closed the public hearing.

Chairperson Matthews asked if any Commissioners had questions or comments. Commissioner Engles said she had confidence in the contractor listed to perform the remodel. Commissioner Melot said she was in support of the application which fulfilled a housing need.

Commissioner Melot made a motion to approve. It was seconded by Commissioner Loftis-Walton. Motion passed 7-0.

Aye: Melot, Loftis-Walton, Deem, Walker, Matthews, Engles, and Rowell

Nay: None

Abstain: None

It was stated the application would be heard at the next regular City Commission meeting on Monday, August 17th at 6:00 p.m. in the Commission Chambers.

Chairperson Matthews tabled Agenda Item 5 to first address Agenda Item 6.

AGENDA ITEM NO. 5:

Case #P12-20 – Public Hearing and Consideration of a rezoning from A-1 (Rural Agricultural) to PUD (Planned Unit Development) for the purpose of a residential subdivision on a 13.37-acre property, located on the north side of E. 39th Street approximately 840’ east of Harrison Avenue.

Applicant: Cedar Ridge Investments

Chairperson Matthews requested the staff report. Director Blaine presented the staff report. She stated proper public notification as well as notification to 37 surrounding property owners were met to satisfy legal requirements. She mentioned the following written communication was received: a letter of support from Vision Bank, a petition of support for R-1 (Single Family Residential District) only authored by E. Bruce Bushong with 10 signatures and a petition in opposition of the PUD authored by Lawrence Epple with 60 signatures. Concerns of the petitions were stormwater runoff/flooding, the increase of vehicle traffic volume for E. 39th Street which is not built to city standards, safety concerns of development being adjacent to the OG+E substation, concerns about adverse flooding affects on the Northridge VII pond, and a concern regarding a development with non-homeowners verses homeowners associating non-homeowners with domestic disturbances, crime and decreased property values. Direct Blaine addressed the concerns to the Commission. Civil engineering plans would be required for submittal, review and staff approval for drainage and detention. The correlation of homeowners versus non-homeowners to domestic disturbances, crime and reduction in property values is based on opinion only and not factual. The OG+E substation is secured with a 6’ fencing and locked gate. This should be a non-issue. The 2040 Comprehensive Plan had this parcel designated for High Density Residential which is defined as 12 dwelling units per acre (12DU/AC) or more. The current proposed PUD with 62 lots only equates to 7 dwelling units per acre (7DU/AC). Blaine stated the support of the Planning Office to add new rooftops to the community, but that this development as proposed should be considered for a different location. She said the 2040 Comprehensive Plan designates over 1100 acres for all types of future residential. She also stated that PUDs (Planned Unit Developments) should be used sparingly for developments with unique characteristics that would not fit within a standard zoning district. This development does not possess the uniqueness. Chairperson Matthews asked if the Commission had any questions for Director Blaine. No questions were brought forth.

Chairperson Matthews opened the public hearing portion of the meeting for those wishing to speak in favor of this application. Stephen Landes, Engineer of Landes Engineering representing the developer, David Tomlinson, came to the podium. He stated the developer was not interested in a multifamily development. Landes mentioned they would be filling in the existing pond on the property and add a wet and a dry pond for detention. Bruce Bushong, author of one of the petitions, came forward. He stated they had concerns about the affects of the pond in Northridge and the investment the homeowners had put into the pond. He mentioned the concern with the increase of traffic as well. Lawrence Epple, the author of the other petition, came forward. He stated concerns with the increase of traffic with the one access point on E. 39th Street, stormwater runoff and the safety of development adjacent to the OG+E substation. Korbin Williams came forward. He stated he believes he owns part of the pond that Landes indicated they were going to fill in. He inquired if this application would change the zoning of his property. Chairperson Matthews stated only the parcel on the application would potentially be rezoned. Chairperson Matthews closed the public hearing portion of the meeting.

Matthews asked for Commissioners' comments. Commissioner Loftis-Walton commented that the letters/petitions seem to be in favor of R-1 (Single Family Residential District) and that Shawnee had a need for additional housing. She thought it was a positive that this development would be in Shawnee Public School District so they would receive property taxes. Commissioner Walker inquired about adding a second entrance to 42nd Street. Chairperson Matthews inquired about the responsibility of the developer to improve E. 39th Street to support the increase of traffic. Commissioner Melot gave a thanks to the public for their involvement. Melot stated she was very involved in the making of the 2040 Comprehensive Plan as well as builders, developers and persons from other sectors of the community. She stated multifamily housing was assessed as a need for the community, and Shawnee currently didn't have many multifamily options. Melot stated the need to adhere to the future land use of the Comp Plan and pointed out the ample other areas designated for single family residential. Commissioner Deem was in agreeance with the roadway needing improved. Director Blaine stated E. 39th Street was not currently on the priority list of roadway projects. Chairperson Matthews stated changes to the Comprehensive Plan should only be done under thorough review and careful consideration. Director Blaine expressed concern with deviating from the Comprehensive Plan that was newly adopted last October. Commissioner Engles stated she had nothing against the proposed development, but that the Comp Plan should be upheld. She said that multifamily can come in many forms. Blaine asked if the developer was prepared to invest in the road improvements necessary to support his development. Tomlinson stated he would help but was not willing to pay all the infrastructure improvement costs on his own. Seth Barkhimer, City Engineer, stated it was not unprecedented for a municipality to require the developer to bare costs of infrastructure improvements required to support their development. Commissioner Walker stated it was not a good approach to allow development without making the necessary infrastructure improvements.

Commissioner Melot made a motion to deny the application. It was seconded by Commissioner Deem. Motion passed 5-2.

Aye: Melot, Deem, Walker, Matthews, Engles
Nay: Loftis-Walton, Rowell
Abstain: None

It was stated the application would be heard at the next regular City Commission meeting on Monday, August 17th at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 6: **Case #P13-20 – Public Hearing and Consideration of a rezoning from C-1 (Neighborhood Commercial) to C-3 (Highway Commercial) for a 0.19-acre property, located at 1018 W. Benedict Street.**

Chairperson Matthews asked for a staff report. Director Blaine advised the Planning Commission that the applicant had approached her prior to the start of the meeting to request the item be deferred to the next regular Planning Commission meeting. Chairperson Matthews then returned back to Agenda Item 5.

AGENDA ITEM NO. 7: **Planning Director's Report**

No report.

AGENDA ITEM NO. 8: **Commissioners Comments/New Business**

Commissioner Melot gave a thanks to the City for the lights in the MacArthur Street tunnel but said they were not on all the time at night or early morning. She stated she had a new mural painted on her building. She announced she would be resigning from the Planning Commission due to a career opportunity she was taking. Commissioner Walker inquired about the review process and amendments of the Comprehensive Plan. Blaine discussed specifics. Commissioner Deem asked about the house on N. Tucker with the fallen tree. Blaine mentioned the demolition had gone out for bid, and that job should be completed by late September.

AGENDA ITEM NO. 7: **Adjournment**

Meeting was adjourned at 2:35 p.m.

Chairman/Vice-Chairman

Rebecca Blaine, AICP
Planning Director



Office of the Recreation Manager

Meeting Agenda
Senior Citizens of Shawnee Board
Tuesday, July 14, 2020 9:30 a.m.
401 N. Bell, Shawnee, OK 74801

		Present	Absent
Chairman	Phyllis Croswell	___X	___
Vice Chair	Wanda Hill	___X	___
Member	Ann Dowdy	___	___X
Member	Barbara 'Bobbi' Gaglia	___X	___
Member	Bill Haley	___X	___
Member	Albert Rice	___X	___
Member	Pam Robinson	___	___X
Member	Shirley Gregory	___	___X
Member	Anna Brown	___	___X
Member	John Belzer	___X	___
City Commissioner	Ben Salter	___X	___
City Staff	Kerri Foster	___	___X
City Staff	James Bryce	___X	___
City Staff	Amy Riggins	___X	___

AGENDA NO 1 Call to Order

Meeting was called to order by Phyllis Croswell at 9:31 a.m.

AGENDA NO 2 Roll call and Declaration of a Quorum

Roll call was taken, and a quorum was declared. Sharon Rankins, a guest, was in attendance.

AGENDA NO 3 Approval of previous minutes

Motion made by John Belzer to accept the minutes as presented; 2nd by Albert Rice.
Approved.

AGENDA NO 4 Staff Updates

Amy Riggins provided a staffing update, which includes some changes to staff during the COVID-19 closure. Part-time Recreation Aide Devin Sacks has taken a full-time job elsewhere. Angie Kelly has been hired to take his place. Angie will continue to teach fitness classes as well as serve in her new role. Part-time Recreation Aide Michelle Tribble has submitted her resignation effective August 1st, as she indicated a desire to return to school full-time. Her position will be filled as soon as possible.

Fitness Instructor Randy Cottrell is moving out of town to be closer to his family, so he will no longer be teaching class(es).

The remainder of staff is intact, which includes Part-time Recreation Aide Jamee Walters, Fitness Instructors Beth Perry, Cyndi Seeley, as well as full-time Recreation Facility Supervisor Amy Riggins.

AGENDA NO 5 Programming Updates

At the request of the board during the March 10th meeting, Kerri Foster created a brochure about the Senior Center which is now available. Copies were distributed to the board. A small number of these were printed for use, and more can be produced or even updated.

The Senior Center reopened June 22, 2020 with enhanced sanitation/cleaning and touch-free procedures in place. Amy Riggins provided a handout showing the COVID-19 information which has been posted in the building and covered in the Shawnee News-Star.

Since reopening, the center has been running about 40-50% of normal attendance numbers. Some individuals have opted to wait to return. While some groups are still meeting with slightly lower numbers, other groups have decided to wait until August or September to resume meeting.

The March Pool Tournament was cancelled due to the closure, and it will be rescheduled. The fitness class offered at the Community Center has been temporarily moved to 10:00 for the summer. No other activities are currently meeting at the Community Center due to Project Heart only serving lunches on a take-out basis, rather than in person.

AGENDA NO 6 Senior Fitness Classes and Title III Grant Updates

Amy Riggins indicated the Title III Older American Act Grant through COEDD helps fund the Senior Fitness Program. One of the grant requirements is to provide regular updates to the board. Title III demographic information is collected on all participants who are aged 60+, even though anyone aged 55+ can attend the fitness classes for free.

AGENDA NO 7 Discussion of Progress on Board Goals and Objectives

Phyllis Crowell shared she is still working on a request for a van to be used by the center. Amy Riggins indicated if a van was obtained, funds would also need to be secured to cover the cost of

on-going maintenance, insurance, and payroll for a driver.

Amy Riggins is currently working on an Avedis Foundation grant application to request group fitness class equipment and instructor supplements to help fund additional fitness classes not covered by the Title III grant.

AGENDA NO 8 Discussion and action on Pottawatomie County Senior one/cent sales tax purchases

Amy Riggins shared the current balance is \$11,687. The total allocation from the county over the past fiscal year is down due to a decrease in county wide sales. This year was slightly over \$10,000, while our yearly average allocation over the past 3 years has been about \$12,000.

The center's standing monthly PO's remain as:

Vvye:	\$220	Internet, Cable, WiFi
First Choice Coffee	\$250	Coffee, tea, supplies
Homeland	\$250	Snack Food, supplies

A request was made for board members to provide feedback as to any needs they see for which county funds could be requested.

AGENDA NO 9 New Business

John Belzer asked why the decision was made to forego temperature checks on those entering the Center. Amy Riggins pointed out local officials did not see that as a requirement at the time of re-opening, since Pottawatomie County had relatively lower numbers then. With numbers increasing, several board members stated this should be reconsidered. Amy Riggins said the center leadership will take this matter under advisement and determine if this needs to be implemented, while also being careful to meet any privacy and/or liability issues. Bobby Gaglia shared her concern over this issue and said seniors might feel safer to attend the center if temperatures were taken, especially with a touch-free system. James Bryce shared that city leadership might look at this issue, especially since the city now has a new mayor. John Belzer and Ben Salter shared ideas of how this might be implemented.

James Bryce provided an update and clarification on the Shawnee Parks Master Plan.

Adjournment: Motion made by Ben Salter to adjourn; 2nd by John Belzer. Motion passed

Meeting was adjourned at 9:57 a.m.

Date 11 August 2020

Chairman Phyllis Crosswell



Office of the Director of Operations

Minutes

Shawnee Community Beautification Committee

JULY 16, 2020

The Shawnee Community Beautification Committee met at the Shawnee Forward Boardroom
The meeting was called to order at 4:02 pm

Roll Call was taken showing the following members present:

		Present	Absent
Member	Kevin Huddleston (Chairperson)	<u>X</u>	<u> </u>
Member	Sherry Lankford (Vice Chairperson)	<u>X</u>	<u> </u>
Member	Tom Terry	<u>X</u>	<u> </u>
Member	Debi Renegar	<u>X</u>	<u> </u>
Member	Joe Harbeson	<u>X</u>	<u> </u>
Member	Ethan Birdwell	<u>X</u>	<u> </u>
Member	Mike Mlynek	<u> </u>	<u>X</u>
Member	Sue Nelson	<u>X</u>	<u> </u>
Member	Carla Smith	<u>X</u>	<u> </u>
Member	Ladonna Bryce	<u> </u>	<u>X</u>
City Staff	Whisper Peace	<u>X</u>	<u> </u>
City Staff	James Bryce	<u>X</u>	<u> </u>
City Staff	Jim VanAntwerp	<u> </u>	<u>X</u>
City Staff	Geoff Garner	<u> </u>	<u>X</u>
City Staff	Cody Ellis	<u>X</u>	<u>X</u>

AGENDA NO 1 **Call to Order. Meeting was called to order at 4:01 pm.**

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

- AGENDA NO 3** **Approval of JUNE 2020 Minutes.** A motion to approve was made by Tom Terry. It was 2nd by Debi Renegar . The vote carried unanimously.
- AGENDA NO 4** **Discussion and Planning on the 2021 Gardening with the Experts.** The date for the 2021 GWE Event has been set for January 30, 2021. The group agreed to go forward with finding potential speakers and door prizes and to revisit this topic in September. Currently GCVT is only allowing 45 people in their auditorium and the event draws 85 to 100 guests.
- AGENDA NO 5** **Discussion on a Nomination for Keep Oklahoma Beautiful.** Tom Terry suggested Larch-Miller Park for this year's nomination and the vote carried unanimously.
- AGENDA NO 6** **Old Business.** James gave an update on the dumpster on 45th street. He did not figure out who placed it there but it has been removed.
- AGENDA NO 7** **New Business.**
- AGENDA NO 9** **Comments.**
- AGENDA NO 10** **Adjournment.** Meeting was adjourned at 4:31 p.m.

Date 8/20/2020

Chairman Sherry J Lankford

Regular Board of Commissioners**2. c.**

Meeting Date: 09/08/2020

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge resignation of Daniel Matthews from the Planning Commission.

AttachmentsResignation - Matthews

August 18, 2020

Mayor Bolt and Director Blaine,

I am writing you both today to submit my resignation from the City of Shawnee Planning Commission effective immediately. I have been appointed to fill the vacancy for Ward 1 on the City Commission. This requires my resignation from the Planning Commission. Serving on Planning has been an honor. I have served with incredible fellow citizens and with a great City staff. I have immense respect for Director Blaine and her abilities. She has led the Planning Department with integrity and consistency. The City of Shawnee is better because of her dedicated work. While I will miss the important work that is done on the Planning Commission, I look forward to continuing to work with Director Blaine and now Mayor Bolt and City Manager Allison and his staff to continue the upward trend we are currently on!

Respectfully,

Daniel Matthews

Regular Board of Commissioners

2. d.

Meeting Date: 09/08/2020

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge resignation of Lynn Gray from the Parks and Recreation Committee.

Attachments

Resignation - Gray

Dear Mayor Bolt:

Please accept my resignation from the Parks and Recreation Advisory Committee.

Lynn Gray

Regular Board of Commissioners

2. e.

Meeting Date: 09/08/2020

CDBG Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve a Community Development Block Grant Contract between the City of Shawnee and the Central Oklahoma Community Action Agency, Inc.

Attachments

CDBG-CV Contract

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
BETWEEN THE CITY OF SHAWNEE AND
THE CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY, INC.**

This Contract is made and entered into on this ____ day of September 2020, by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and the Central Oklahoma Community Action Agency, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

WHEREAS, the City manages certain Community Development Block Grant (CDBG) Coronavirus Aid, Relief and Economic Security Act funds from the Housing and Urban Development (HUD) contract; and,

WHEREAS, the City has engaged Central Oklahoma Community Action Agency to administer the Coronavirus Aid, Relief and Economic Security (CARES) Act emergency assistance programs to provide respite for citizens affected by the Covid-19 pandemic. Central Oklahoma Community Action Agency (COCAA) will administer CDBG-CV grant funds in the amount of One hundred eighty-seven thousand nine hundred ninety-one dollars and no cents (\$187,991.00); and,

WHEREAS, the City has selected COCAA as a subrecipient to administer CDBG-CV activities to provide emergency rental/mortgage and utilities infant assistance to aid qualified residents throughout the city of Shawnee; and,

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide emergency rental/mortgage and utilities assistance to aid qualified individuals throughout the city of Shawnee for the benefit of homeless prevention for the residents impacted by the Covid-19 pandemic. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.

- C. Scope of Engagement. Subrecipient shall provide rent, mortgage or utility payments directly to the landlord, mortgage company or utility service provider to qualified individuals for one year from the date of execution of this contract or until funding is exhausted. Such scope of services (“services”) shall include the following:
- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
 - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
 - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all services required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed one hundred eighty-seven thousand nine hundred ninety-one dollars and no cents (\$187,991.00); from the HUD CDBG-CV CARES Act contract funding allocation. For rent, mortgage, and utilities assistance.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. Invoices, affidavits, accomplishment reports and all other supporting documents must be submitted two weeks prior to City Council meeting for processing. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be reallocated.

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
- B. Provide City with quarterly accomplishment reports for the duration of the project, with a final report due within fifteen (15) days after final disbursement. Such reports shall be on a form provided by the City and shall include, at a minimum, income documentation, program usage, number of participants, demographics and expenditures and shall be due to the City CDBG Office on or before the 10th day of each month.
- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.

3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.

4. Uniform Administrative Requirements: Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) 2 CFR Part 200 “Uniform Administrative Requirements, Cost principles, AND Audit Requirements of Federal Awards” (OMB Uniform Guidance), which is incorporated hereby as if fully setout herein.

5. Other Program Requirements:

- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
 - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
 - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall

immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than seven hundred fifty thousand dollars (\$750,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).

- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
- D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.

6. Suspension and Termination:

- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
- B. Upon default by Subrecipient, City may:
 - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
 - 2) Disallow all or part of the cost of the activity or action not in compliance; and
 - 3) Suspend or terminate, in whole or in part, this Contract; and
 - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
 - 5) Take any other legally available remedy.

- C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
- 7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.
- 8. General:
 - A. Duties of the City.
 - 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
 - 2) CDBG Staff may perform periodic site visits to ascertain that the contracted services are proceeding properly and in a satisfactory manner.
 - 3) Mediate in the event of a dispute between Subrecipient and any contractor or client.
 - B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
 - C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.

D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
- 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
- 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
- 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
- 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.

- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Pottawattamie, and each of the parties consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: City of Shawnee Oklahoma
Attn: Urban Renewal/CDBG Department
227 N Broadway Suite 3
Shawnee, OK 74801

SUBRECIPIENT: Central Oklahoma Community Action Agency
131 N. Bell
Shawnee, OK 74801

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

- L. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Shawnee requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Shawnee are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

Date: _____

"CITY"
The City of Shawnee, Oklahoma,
an Oklahoma Municipal Corporation

Chance Allison, City Manager

(SEAL)

ATTEST:

Lisa Lasyone, City Clerk

Date: _____

"SUBRECIPIENT"
Central Oklahoma Community Action Agency
an Oklahoma Non-Profit Corporation

Signature

Printed Name and Title

WITNESS:

Signature

Printed Name and Title

Regular Board of Commissioners

2. f.

Meeting Date: 09/08/2020

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

Lot 9 Renfro Tract, 15807 Sleepy Hollow Road

From: Samuel and Jennifer Nowakowski

To: Ryan and Cindy Romeike

Attachments

Lake Lease



Date	08/31/2020	License No. #034006
Type	☐ Renewal ☒ Transfer	
Commission Meeting Date	SEPTEMBER 8 TH 2020	
Property Address	15807 SLEEPY HOLLOW RD	
Lake Site Location	LOT 9 RENFRO TRACT	
Lease Dates	09/09/2020 – 09/08/2050	
Lease Fee (changes annually)	\$731.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	RYAN AND CINDY ROMEIKE	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	SAMUEL AND JENNIFER NOWAKOWSKI	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	11/23/18	
Misc. Comments	Total Charges Paid: \$1,806.00	

PLEASE READ CAREFULLY

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

CABIN SITE LEASE
LEASE# 034006

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 8th, 2020 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RYAN ROMEIKE and CINDY ROMEIKE
of 3333 NW 172ND TER EDMOND OK 73012 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 731.00 dollars for 2020 does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15807 SLEEPY HOLLOW RD

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

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

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

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

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

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

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

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

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

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

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

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

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

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

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

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

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

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

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

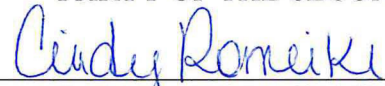
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Regular Board of Commissioners

4.

Meeting Date: 09/08/2020

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

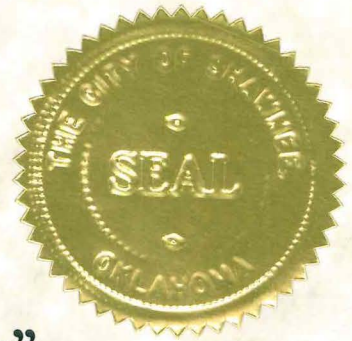
"Diaper Need Awareness Week"
September 21-27, 2020

Attachments

Proclamation



Proclamation



“Diaper Need Awareness Week”

Whereas, diaper need, the condition of not having a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of babies, toddlers, and their families; and

Whereas, national surveys and research studies report that one in three families struggles with diaper need and 48 percent of families delay changing a diaper to extend their supply. Children go through 6 to 12 diapers each day during the two to three years they wear diapers. In fact, purchasing enough diapers to keep a baby or toddler clean, dry, and healthy can consume 14 percent of a low-wage family’s post-tax income, making it difficult to obtain a sufficient supply; and

Whereas, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in child care programs and quality early-education programs. Without enough diapers, babies and toddlers risk infections and health problems that may require medical attention, and may prevent parents from attending work or school, thereby hurting the family’s economic prospects and well-being; and

Whereas, the people of Shawnee recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state’s families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and

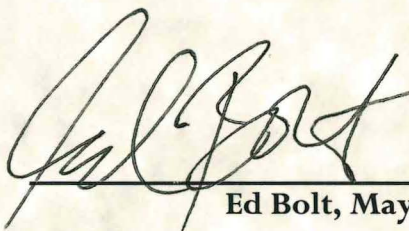
Whereas, Shawnee is proud to be home to trusted community-based organizations including Legacy Parenting Center that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

Whereas, Legacy staff and volunteers served on the front lines of Shawnee’s COVID-19 pandemic response helping families in our communities weather the crisis; and while experiencing double the demand for diapers due to the pandemic and economic shutdown, our Legacy did everything in their ability to increase diaper distributions and support children and families in need of immediate assistance; now

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of September, 21st through the 27th, 2020, to be

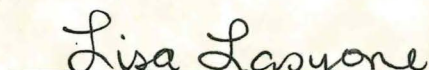
“Diaper Need Awareness Week”

in the City of Shawnee. The City of Shawnee thanks the aforementioned diaper bank, their staff, volunteers and donors, for their courageous service during the crisis, and encourage the citizens of Shawnee to donate generously to Legacy Parenting Center, diaper drives, and those organizations that collect and distribute diapers to those struggling with diaper need, so that all of Shawnee’s children and families can thrive and reach their full potential.



Ed Bolt, Mayor

In the City of Shawnee, Oklahoma
Dated this 21st day of September, 2020



Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

5.

Meeting Date: 09/08/2020

HUB Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a contract with Holloway, Updike and Bellen, Inc. for engineering services for Whittaker Street rehabilitation.

Attachments

HUB Contract

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
WHITTAKER ST. REHABILITATION**

THIS AGREEMENT, including Attachments, between the City of Shawnee/Municipal Authority (Owner), and Holloway, Updike and Bellen, Inc. (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

Street Rehabilitation: The project consists of professional engineering services including civil design and project management services for the full depth reconstruction of Whittaker St. as shown within Exhibit B "Project Limits". It shall also include the waterline relocations and utility coordination required for construction.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Professional Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the _____ day of _____, 2020.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, or employees. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Article 7.3, "Limitation of Liability."

7.3 Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer, Engineer's officers, directors, partners, employees, agents, and subconsultants, to Owner, and anyone claiming by, through, or under Owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Engineer or \$50,000 whichever is greater.

7.4 Mutual Waiver. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, and partners, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

7.5 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance. Engineer shall provide notice to Owner if a cancellation for non-payment has been issued. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by

Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and Owner shall be deemed to have assumed the risk of such unauthorized reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer: Holloway, Updike and Bellen, Inc.
905-A South 9th Street
Broken Arrow, OK 74012
Attention: Dale Seaton, P.E., Sr. Project Manager

Owner: City of Shawnee/Municipal Authority
16 W 9th Street
Shawnee, OK 74801
Attn: Chance Allison, City Manager

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each bind itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED

The Owner will issue the Engineer a written "Notice to Proceed" as authorization to proceed with the work.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:
CITY OF SHAWNEE/
MUNICIPAL AUTHORITY

ENGINEER:
HOLLOWAY, UPDIKE AND BELLEN, INC.

City Manager

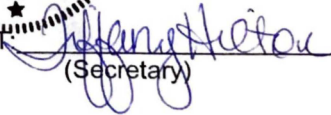
(SEAL)

ATTEST: _____
Secretary



Vice President



ATTEST 
(Secretary)

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WHITTAKER ST. REHABILITATION**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The projects consist of the design and construction of the following improvements:

Street Rehabilitation: The project consists of professional engineering services including civil design and project management services for the full depth reconstruction of Whittaker St. as shown within Exhibit B "Project Limits". It shall also include the waterline relocations and utility coordination required for construction.

II. SCOPE OF SERVICES

A. Field Survey and Preliminary Design:

1. The Engineer will conduct a field survey of the proposed project as necessary to complete the work described.
2. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner. Plans will include the steps to relocate Owner's utilities as needed for construction. Engineer will coordinate relocation requirements for private utilities.
4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. The Engineer shall provide the Owner with three copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format. A meeting shall be held

to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

C. Easement Documents

1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search and/or review of existing easements provided by Owner.
2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary easements required to construct the project. (Not required)
3. The Engineer shall prepare legal descriptions for the permanent and temporary easements, if necessary. (Not required)
4. The Engineer shall provide maps of easements to be acquired. (Not required)

D. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
3. The Engineer shall provide the Owner with three copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

E. Bidding Services: The Engineer will furnish bidding phase services as described below:

1. Advertising for Bids. Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.
2. Bidders Questions. Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.

3. Addenda. Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
 4. Equivalency Determinations. Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
 5. Prebid Conference. The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
 6. Bid Opening and Contract Preparation. Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
 7. The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.
- F. Engineering Services During Construction: Engineer shall provide the construction administration services as summarized below:
1. Pre-Construction Conference. Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
 2. Construction Progress Meetings. All progress and coordination meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the construction period and as often as weekly during critical phases of any work. These meetings shall be in addition to weekly site scheduling and coordination meetings between the Contractor's superintendent, the Resident Project Representative, and the Owner's representative.
 3. Reporting. Reporting of the daily construction activities will be prepared by the Engineer's Resident Project Representative. (Not included)
 4. Submittal Review. Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.

5. Pay Estimates. Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
6. Contractor's Schedule. Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
7. Contractor's Claims. Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
8. Change Orders. Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
9. Resident Project Representation: (Not included)
10. Visual Documentation. Engineer shall compile pre-construction and construction photographic and video documentation of the Project before and during construction for general documentation purposes and, of significant importance, for use by the Owner in the future.
11. Final Inspections. After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
12. Acceptance. Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.
13. Clarifications. Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
14. Field Changes. Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.
15. Record Drawings. From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project.

Engineer shall submit to Owner one set of reproducible record drawings at completion of the Project.

16. Warranty Coordination. Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor which is necessary during the one-year warranty period.
- F. Construction Services Contingency: Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.
- G. Resident Project Representation (RPR): RPR services are not authorized by this agreement. RPR services may be added by future amendment per Owner's request.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WHITTAKER ST. REHABILITATION**

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

Task	Fee
Street Rehabilitation	
Survey and Preliminary Design	\$28,000.00
Final Design	\$10,000.00
Bidding Services	\$2,500.00
Services During Construction	\$5,000.00
Design Fee	\$45,500.00

- B. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer in accordance with the attached Exhibit A- Hourly Rates, plus subcontract work, if any, and direct expenses at cost.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.
- B. Additional Engineering Services. For additional engineering services, authorized by Owner in advance of the services being performed, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WHITTAKER ST. REHABILITATION**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.
7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and in expediting their relocation in preparation for construction.

9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. The Owner shall pay for costs of any special environmental studies if required for the project.

II. SPECIAL CONDITIONS

None.

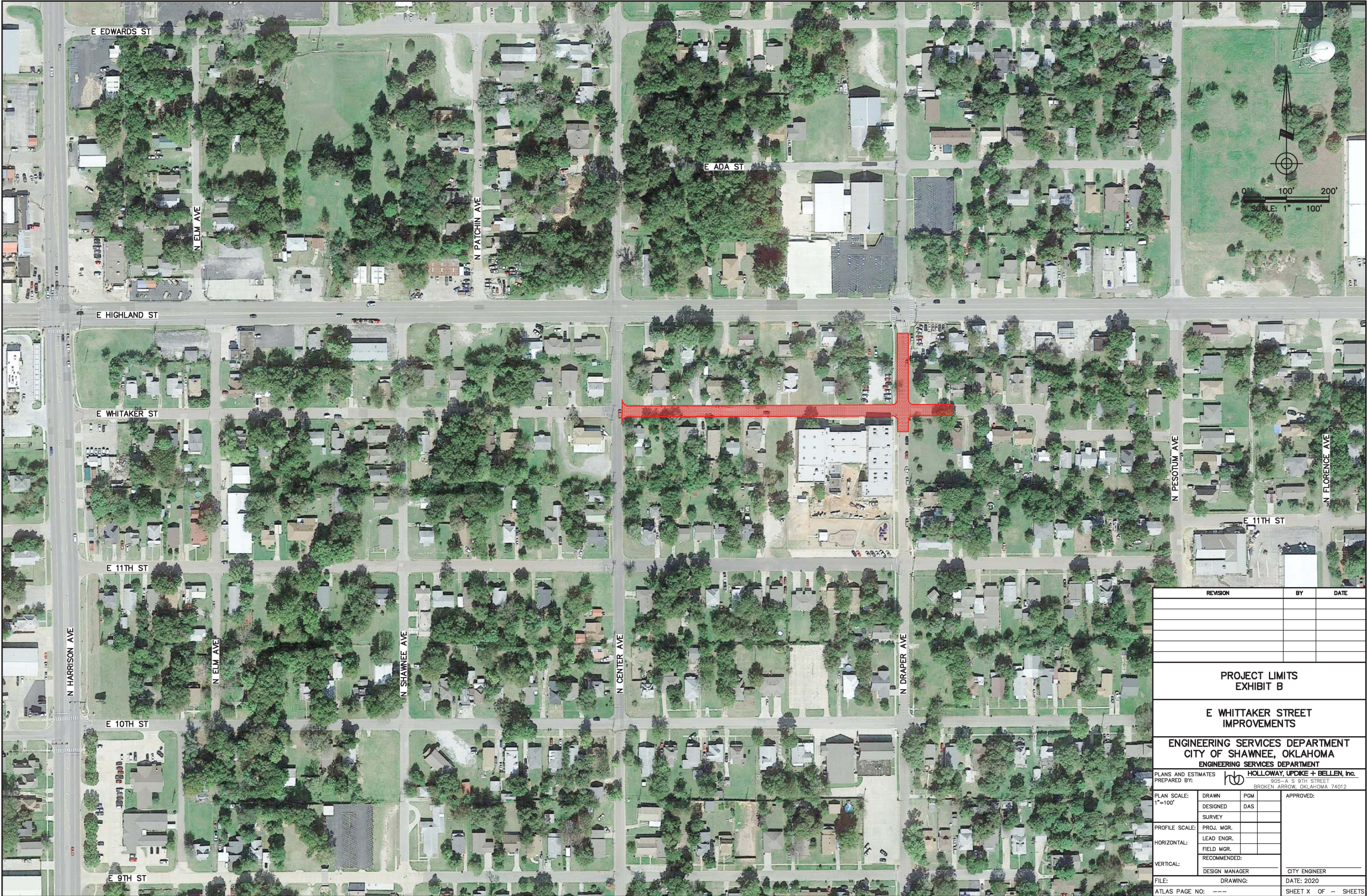
**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
WHITTAKER ST. REHABILITATION**

SCHEDULE

The work shall be completed according to the following schedule:

Survey/Preliminary Design:	60 Days
Final Design:	45 Days
Bidding/Awarding:	45 Days
*Construction:	100 Days
Total	270 Days

*Notice to Proceed for Construction shall be issued the first work day following the last day of school for Shawnee Public Schools.



REVISION		BY	DATE
PROJECT LIMITS EXHIBIT B			
E WHITTAKER STREET IMPROVEMENTS			
ENGINEERING SERVICES DEPARTMENT CITY OF SHAWNEE, OKLAHOMA ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPDIKE + BELLEN, INC. 905-A S 9TH STREET BROKEN ARROW, OKLAHOMA 74012	
PLAN SCALE: 1"=100'	DRAWN	PGM	APPROVED:
	DESIGNED	DAS	
PROFILE SCALE:	SURVEY		
	PROJ. MGR.		
HORIZONTAL:	LEAD ENGR.		CITY ENGINEER
	FIELD MGR.		
VERTICAL:	RECOMMENDED:		DATE: 2020
	DESIGN MANAGER		
FILE:		DRAWING:	SHEET X OF - SHEETS
ATLAS PAGE NO: ---			

Regular Board of Commissioners

6.

Meeting Date: 09/08/2020

Surplus

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution to declare real property located at 229 North Kickapoo Avenue, AP Block 19 Lots 29 thru 32, as surplus property, authorizing staff to solicit bids to sell the property and set a minimum bid.

Attachments

Memo

Resolution



MEMORANDUM

DATE: Thursday, August 20, 2020
TO: Mayor and City Commissioners
FROM: Seth Barkhimer, City Engineer
RE: Property Surplus – 229 N Kickapoo, Shawnee OK 74801

Staff respectfully seeks permission to surplus property acquired during the Kickapoo Street widening right-of-way acquisition process. The property is 229 N Kickapoo (AP Blk. 19 Lot 29 Thru 32), which was previously Templeton Appliance Repairs. The property is currently vacant. The proceeds from the sale of the surplus property will be returned to the city's general fund to support operation expenses. Thank you for your consideration of this resolution.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 229 NORTH KICKAPOO AVENUE, AP BLOCK 19 LOTS 29 THRU 32, SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID PROPERTY; AND AUTHORIZING STAFF TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF SAID PROPERTY.

WHEREAS, the City of Shawnee owns the following property:

229 North Kickapoo Avenue, AP Block 19 Lots 29 thru 32, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder;

WHEREAS, this property is no longer needed and surplus to the City of Shawnee; and

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

That the above-described property is hereby declared to be surplus and no longer needed for city purposes.

That city staff is hereby authorized to proceed with advertising for sealed bids for the sale of said property located at 229 North Kickapoo Avenue, AP Block 19 Lots 29 thru 32, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder. The City of Shawnee reserves the right to reject any and all bids. All funds received from sale of said property will be allocated to the City of Shawnee General Fund to be used for support of operation expenses.

PASSED AND APPROVED this ____ day of ____, ____.

ED BOLT, MAYOR

(SEAL)

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 09/08/2020

P13-20 Rezone

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1018 West Benedict Street, containing 0.19-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District). Case No. P13-20, Applicant: Ken Stafford, representing Carol Ann Stafford 2013 Revocable Trust. (*Deferred from the August 17, 2020 City Commission meeting.*)

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Ken Stafford representing the Carole Ann
Stafford 2013 Revocable Trust

FOR: Rezoning from C-1 to C-3

LOCATION: 1018 W. Benedict Street

LEGAL DESCRIPTION:

N/A

CURRENT CLASSIFICATION: C-1 (Neighborhood Commercial)

REQUESTED CLASSIFICATION: C-3 (Highway Commercial)

PROPOSED PROPERTY USE: No specific business use, more flexibility for an income property

PLANNING COMMISSION RECOMMENDATION: September 2nd, 2020

REQUEST APPROVED: ☒

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☐ _____

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER			X			
LOFTIS-WALTON	X		X			
DEEM (VICE CHAIR)				X		
ENGLES			X			
ROWELL		X	X			
VACANCY			X			
VACANCY						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

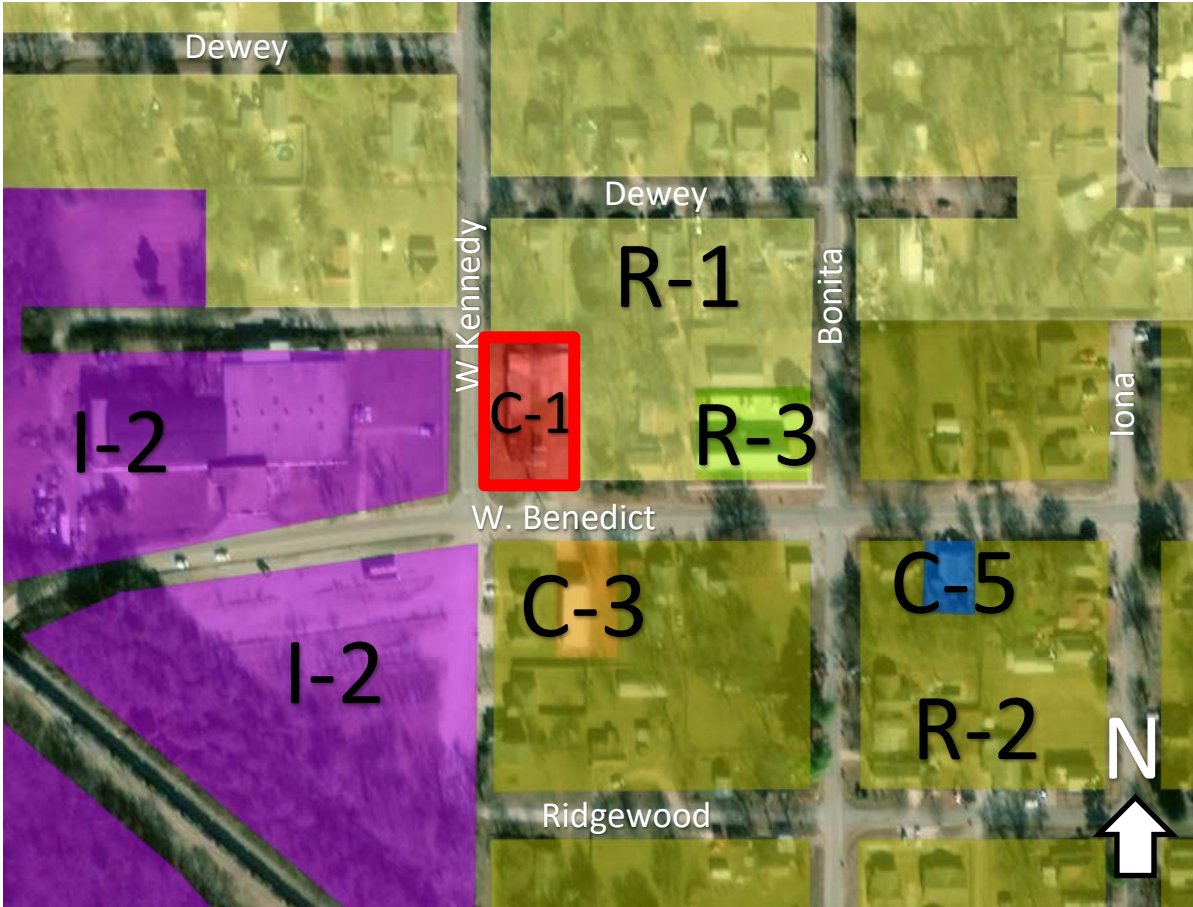
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 www.ShawneeOK.org		CASE # P12-20 PLANNING COMMISSION: August 5 th , 2020 CITY COMMISSION DATE: August 17 th , 2020
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APPLICANT: Carole Ann Stafford
PROPERTY ADDRESS/LOCATION: 1018 W. BENEDICT STREET

The applicant, Carole Ann Stafford 2013 Revocable Trust, is requesting a rezone of a 0 .19-acre property from C-1 (Neighbourhood Commercial) to C-3 (Highway Commercial).	 Surrounding Zoning Districts: R-1 (Single Family Residential), R-2 (Combined Residential) and I-2 (Light Industrial) make up the majority of surrounding properties. C-1 (Neighborhood Commercial), C-3 (Highway Commercial), R-3 (Multifamily Residential), and C-5 (General Commercial) are examples of spot zoning in this area. Notifications were mailed to surrounding property owners. No written responses have been received at this time.
--	--

STAFF RECOMMENDATION

This application is being requested to market this existing building for lease to a wider array of businesses uses. **Business uses that could be allowed by right in the C-3 District that are not allowed in the C-1 District are:** *automotive repair, tires and service, towing and other road services, automotive sales and service, bus, motorcycle, all-terrain vehicle dealers, truck or large vehicle dealers, drive-in or drive-through restaurants, farm equipment sales and service, department store or super store, gasoline service station, hotel/motel/inn, laundry service or dry cleaning, light automobile dealer, lumberyard, building materials store or hardware store, outdoor sales and storage of materials, retail sales of low-point beer off-premise consumption, sales and service for mobile homes, travel trailers, large trucks and equipment, personal storage (mini-storage), tattoo parlors, veterinary clinic, wholesaling, storage, distribution, performance or movie theatre, indoor recreation, amusement activities such as mini-golf, arcade, bowling center, assisted living, nursing home, continuum of care facility, cemetery, monument, tombstone, mausoleum, funeral home, private school or university, bus terminal, bus maintenance facility.*

Business uses allowed by right in the C-1 (Neighborhood Commercial) District are: *administrative and professional office (without drive-through facility), animal sales, pet store, grooming, incidental use of kennel, bakery, food manufacturing and preparation, catering business (not associated with another permitted use), bed and breakfast, grocery store, food market, personal services, retail sales/service, home occupation, townhouses, fitness, recreational sports, gym, health spa, athletic club, religious facilities, city/county/federal facilities, community centers, community gardens, public safety-related or public administration facility, including ambulance service, public services or utilities, automobile parking facilities, bus stop shelter, or school and employee bus transportation.*

The 2040 Comprehensive Plan designates this area as Low Intensity Commercial which could be either Neighborhood Commercial District (C-1) or Suburban Office Commercial District (C-2). Granting of a C-3 application in this area would go against the Comprehensive Plan and be considered spot zoning.

STAFF RECOMMENDATION

The purpose of this rezone request is to widen the types of businesses the property could be leased for. The 2040 Comprehensive Plan discusses Low Intensity Commercial in Chapter 3 Shawnee Integrated Land Use as These areas improve economic performance and opportunities for social interaction, by locating diverse and complementary uses in close proximity. Higher-density mix of housing (see HDR), major commercial, office, and service uses, and limited low intensity industrial in suitable locations. Potential Zoning Classifications for this intensity are Neighborhood Commercial District; Central Business District; Other districts may apply with modification to allow residential uses. **Staff recommends denial of this application to keep in line with the majorities zonings of the area today and the future land use proposed for this area in the Comprehensive Plan.**

APPROVE		APPROVE WITH CONDITIONS		DENY
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS		RESPONSE TO STANDARDS	

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS FIFTEEN (15) AND SIXTEEN (16), BLOCK (7), IN HOFFMANS ADDITION TO SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 8th day of September, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: LOTS FIFTEEN (15) AND SIXTEEN (16), BLOCK (7), IN HOFFMANS ADDITION TO SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 8th day of September, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 8th day of September, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners**8.**

Meeting Date: 09/08/2020

P14-20 Rezone

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Public hearing and consideration of an ordinance to rezone property located at 815 North Harrison Avenue, containing 1.66-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for the purpose of a cellular communications tower. Case No. P14-20, Applicant: Troy Williams, Branch Communications, AT&T.

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Troy Williams, Branch Communications on
behalf of AT&T

FOR: Rezoning from C-1 to C-3 with CUP

LOCATION: 815 N. Harrison Ave.

LEGAL DESCRIPTION:

N/A

CURRENT CLASSIFICATION: C-1 (Neighborhood Commercial)

REQUESTED CLASSIFICATION: C-3 (Highway Commercial)

PROPOSED PROPERTY USE: Communications Tower

PLANNING COMMISSION RECOMMENDATION: September 2nd, 2020

REQUEST APPROVED: ☒

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☐ _____

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER	X		X			
LOFTIS-WALTON			X			
DEEM (VICE CHAIR)			X			
ENGLES		X	X			
ROWELL			X			
VACANCY			X			
VACANCY						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

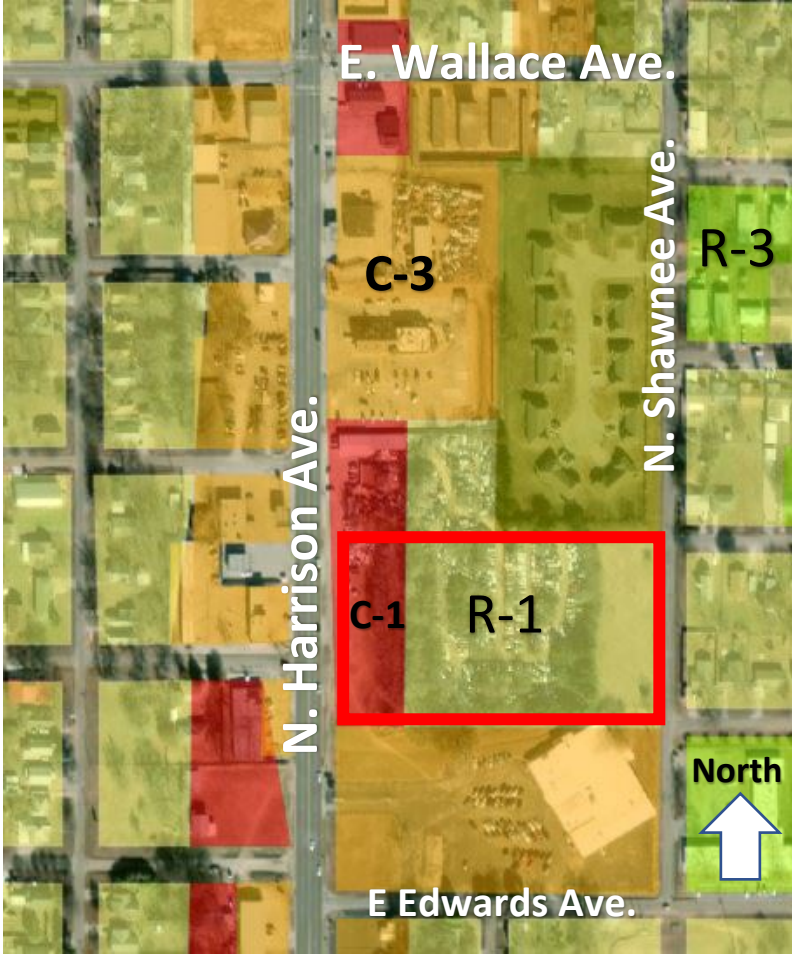
ACTION BY CITY COMMISSION:

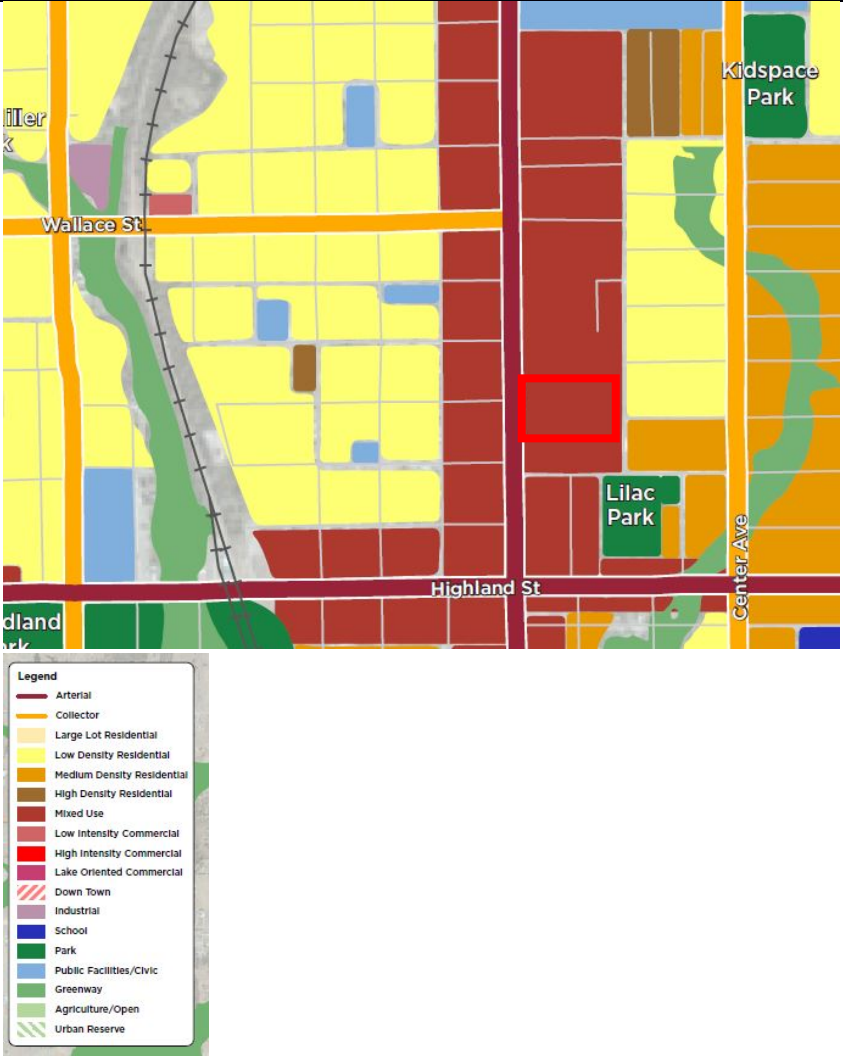
PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P14-20 PUBLIC HEARING DATE: September 2nd, 2020 CITY COMMISSION DATE: September 8th, 2020
APPLICANT: Troy Williams Branch Communications 1900 NW Expressway Suite 800 Oklahoma City, Oklahoma, 73118 Troy.Williams@branchcomm.net		
PROPERTY ADDRESS/LOCATION: 815 N. Harrison Avenue		
The applicant, Troy Williams, is requesting a rezoning from C-1 to C-3 with CUP (Conditional Use Permit) for a cellular communications tower at 815 N. Harrison Avenue on a 5.25-acre parcel currently being used as an auto salvage business/site.		

	 Legend - Arterial - Collector - Large Lot Residential - Low Density Residential - Medium Density Residential - High Density Residential - Mixed Use - Low Intensity Commercial - High Intensity Commercial - Lake Oriented Commercial - Down Town - Industrial - School - Park - Public Facilities/Civic - Greenway - Agriculture/Open - Urban Reserve			
EXISTING ZONING: C-3	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: R-1 (Single Family Residential) C-1 (Neighborhood Commercial) C-3 (Highway Commercial)	SUBDIVISION: N/A	PROPERTY SIZE: 5.25 acres
STAFF RECOMMENDATION				
The proposed cell tower is an unmanned 110' sectional monopole to be owned by AT&T. The proposed project also includes a fenced compound will be 50' by 50'. There is existing mature tree cover to buffer the site. COVID-19 has revealed a greater need for additional cellular coverage with more people working and learning remotely. Note the business use of an auto salvage business is nonconforming in a C-1 District. The business has been				

established since 1948. The Planning Office had no past record of this rezone case. Approving the C-3 with CUP request would bring this property into legal conformity.

Chapter 22, Zoning Code, Section 175, General Use Restrictions, Subsection 20(B), Communication Towers/Cell Phone Towers, defines the conditions for approval of a communication/cell phone tower. They are as follows:

1. Maximum height of all towers shall not exceed one hundred ninety-nine (199') feet – *The proposed cell tower is 110'*;
2. All monopole towers shall maintain a setback one hundred twenty (120%) percent of the tower height from the property line. All sectional towers shall maintain a setback of eighty (80%) percent of the tower height from the property line. – ***The applicant would apply for a setback variance through Zoning Board of Adjustment if rezoning is approved.***
3. Any unmanned equipment building shall not contain more than seven hundred fifty (750') square feet of gross floor area and shall not be more than twelve (12) feet in height.
4. Satellite and microwave dishes attached to a monopole shall not exceed one (1) meter in diameter or two (2) meters in diameter if attached to a lattice tower – *There are no satellite or microwave dishes in the submitted plans;*
5. A sight-proof fence not less than seven (7) feet in height from finished grade shall be installed around a transmission tower or monopole and equipment building with access through a locked gate.
6. No excess equipment or parts shall be stored within the site;
7. Lights for illumination shall be determined by the Federal Aviation Administration (FAA) and the City of Shawnee on all tower locations.
8. No commercial advertising or signage shall be allowed on any tower;
9. All towers shall meet the minimum construction and structural load standards specified in the adopted building code;
10. All towers must setback its height distance from any structure that is being occupied – *This standard is being met by the current proposal;*
11. Monopole and lattice towers can affix themselves to existing city or private structures as long as they meet all other requirements. These towers are not to exceed twenty (20') feet above the roofline of the existing structure. In no case shall the height of the tower be located to fall beyond the edge of the roof line;
12. Any tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of such antenna or tower shall remove same within ninety (90) days of receipt of notice from the City of Shawnee notifying the owner of such abandonment. If not removed within ninety (90) days, the City may remove said tower at owner's expense;
13. A site plan shall be submitted which shows parking spaces and access easement to the property line/tower site.
14. The application should look at co-location on an existing tower, and if not feasible, indicate why it is not feasible – *The applicant has submitted a letter regarding this requirement, stating "[T]here are no existing towers or structures within a half mile of this location that meet any height requirements necessary to provide Cellular, Data or Broadband WiFi (sic) coverage to this underserved area of Shawnee";*
15. Must show written approval from property owner as to placement of the tower – *The applicant has submitted this document in the form of a lease;*
16. After installation of the tower, the owner must submit as-built plans to be kept on file;
17. The applicant must provide a certificate of design by the design engineer as to compliance with the City Code upon completion of the tower;
18. As part of the approval process the owner must submit annually to the Shawnee City Inspection Department an inspection report on each tower as to compliance with Federal Communications Commission (FCC) and FAA standards; and

19. An appeal to any interpretation of this ordinance must be appealed to the Shawnee Board of Adjustment.

Chapter 22, Zoning Code, Section 185, Off-Street Parking and Unloading, Subsection 6, Ownership or Control of Lot, requires that the land upon which the off-street parking is located shall be owned or controlled by the same entity which owns or controls the land on which the principal use is located. The gravel compound will be leased by the applicant. Sub section 10, Amount of Space Required, states that the Planning Director can make a determination of the parking demand to be created by the proposed use, and the amount of parking thus determined shall be the off-street parking requirements for the permitted use.

The 2040 Comprehensive Plan intends for this area's future land use to be mixed use. A cell tower in this location does not violate the purpose and intent of the Comprehensive Plan. With the requested zoning of C-3, a CUP (Conditional Use Permit) is required prior to getting approval to construct a communication/cell phone tower. The purpose of this zoning district is to provide for establishments offering accommodations, supplies or services to motorists, and for certain specialized uses such as retail outlets, extensive commercial amusement and service establishments which serve the entire community but do not, and should not necessarily, locate in more restrictive commercial districts. The proposed use does not violate the intent of the Zoning Code. With the growth of our community, the demand for cellular and data service will only become more prevalent.

Staff hereby recommends approval of the conditional use permit upon the following conditions:

1. No excess equipment or parts shall be stored within the site;
2. No commercial advertising or signage shall be allowed at any time;
3. Upon final inspection, the tower shall meet the minimum construction and structural load standards specified in the adopted building code;
4. After installation of the tower, the owner must submit as-built plans to be kept on file with the City;
5. The applicant must provide a certificate of design by the design engineer as to compliance with the City Code upon completion of the tower; and
6. The owner must submit annually to the City of Shawnee Planning Department an inspection report on the tower as to compliance with Federal Communications Commission (FCC) and FAA standards.

APPROVE	APPROVE WITH CONDITIONS	DENY		
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: PARENT TRACT: DESCRIPTION A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N89°28'24"E ALONG THE NORTH LINE OF SAID SW/4 SW/4 A DISTANCE OF 659.20 FEET TO THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (N/2 NW/4 SW/4 SW/4); THENCE S00°46'35"E ALONG SAID EAST LINE A DISTANCE OF 109.70 FEET; THENCE S 89°28'24"W A DISTANCE OF 659.20 FEET TO THE WEST LINE OF SAID SW/4 SW/4; THENCE N00°46'41"W ALONG SAID WEST LINE A DISTANCE OF 109.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1.66 ACRES MORE OR LESS. (JOINT TENANCY WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 202000002616, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA.) AND A PARCEL OF LAND BEGINNING AT THE SOUTHWEST CORNER OF WHAT WAS FORMERLY KNOWN AS ELMWOOD ADDITION TO THE CITY OF SHAWNEE, OKLAHOMA, RUNNING THENCE NORTH 160 FEET; THENCE EAST 330 FEET; THENCE SOUTH 160 FEET; THENCE WEST 330 FEET TO THE PLACES OF BEGINNING; BEING OTHERWISE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET NORTH AND 33 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 NW/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, RUNNING EAST 330 FEET; THENCE NORTH 160 FEET; THENCE WEST 330 FEET; THENCE SOUTH 160 FEET TO THE PLACE OF BEGINNING. ALL OF THE ABOVE LAND BEING IN THE SW/4 OF THE NW/4 OF THE SW/4 OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST. (WARRANTY DEED AS RECORDED IN INSTRUMENT# 200500017294, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA.) LEASE SITE DESCRIPTION: A TRACT OF LAND LYING IN AND BEING A PART OF THE SW/4 OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST, INDIAN BASE AND MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND BEING FURTHER DESCRIBED IN INSTRUMENT NUMBER 202000002616, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NALL FOUND FOR THE SOUTHWEST CORNER OF SAID SW/4; THENCE N 00°46'39" W ON THE WEST LINE OF SAID SW/4, A DISTANCE OF 1,238.17 FEET TO A POINT ON SAID WEST LINE; THENCE N 89°13'21" E PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 275.34 FEET TO A CALCULATED CORNER FOR THE SOUTHWEST CORNER, SAID CORNER BEING THE POINT OF BEGINNING; THENCE N 00°25'43" W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP SET FOR THE NORTHWEST CORNER; THENCE N 89°34'17" E A DISTANCE OF 50.00 FEET TO A CALCULATED CORNER FOR THE NORTHEAST CORNER; THENCE S 00°25'43" E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP SET FOR THE SOUTHEAST CORNER; THENCE S 89°34'17" W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,500.00 SQUARE FEET OR 0.057 ACRES, MORE OR LESS FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 8th day of September, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: PARENT TRACT DESCRIPTION A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N89°28'24"E ALONG THE NORTH LINE OF SAID SW/4 SW/4 A DISTANCE OF 659.20 FEET TO THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (N/2 NW/4 SW/4 SW/4); THENCE S00°46'35"E ALONG SAID EAST LINE A DISTANCE OF 109.70 FEET; THENCE S 89°28'24"W A DISTANCE OF 659.20 FEET TO THE WEST LINE OF SAID SW/4 SW/4; THENCE N00°46'41"W ALONG SAID WEST LINE A DISTANCE OF 109.70 FEET TO THE POINT OF BEGINNING. CONTAINING 1.66 ACRES MORE OR LESS. (JOINT TENANCY WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 202000002616, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA.) AND A PARCEL OF LAND BEGINNING AT THE SOUTHWEST CORNER OF WHAT WAS FORMERLY KNOWN AS ELMWOOD ADDITION TO THE CITY OF SHAWNEE, OKLAHOMA, RUNNING THENCE NORTH 160 FEET; THENCE EAST 330 FEET; THENCE SOUTH 160 FEET; THENCE WEST 330 FEET TO THE PLACES OF BEGINNING; BEING OTHERWISE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET NORTH AND 33 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 NW/4 SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, RUNNING EAST 330 FEET; THENCE NORTH 160 FEET; THENCE WEST 330 FEET; THENCE SOUTH 160 FEET TO THE PLACE OF BEGINNING. ALL OF THE ABOVE LAND BEING IN THE SW/4 OF THE NW/4 OF THE SW/4 OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST. (WARRANTY DEED AS RECORDED IN INSTRUMENT# 200500017294, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA.) LEASE SITE DESCRIPTION A TRACT OF LAND LYING IN AND BEING A PART OF THE SW/4 OF SECTION SEVENTEEN (17), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST, INDIAN BASE AND MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND BEING FURTHER DESCRIBED IN INSTRUMENT NUMBER 202000002616, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NALL FOUND FOR THE SOUTHWEST CORNER OF SAID SW/4; THENCE N 00°46'39" W ON THE WEST LINE OF SAID SW/4, A DISTANCE OF 1,238.17 FEET TO A POINT ON SAID WEST LINE; THENCE N 89°13'21" E PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 275.34 FEET TO A CALCULATED CORNER FOR THE SOUTHWEST CORNER, SAID CORNER BEING THE POINT OF BEGINNING; THENCE N 00°25'43" W A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP SET FOR THE NORTHWEST CORNER; THENCE N 89°34'17" E A DISTANCE OF 50.00 FEET TO A CALCULATED CORNER FOR THE NORTHEAST CORNER; THENCE S 00°25'43" E A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP SET FOR THE SOUTHEAST CORNER; THENCE S 89°34'17" W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,500.00 SQUARE FEET OR 0.057 ACRES, MORE OR LESS FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 8th day of September, 2020.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 8th day of September, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 09/08/2020

P15-20 Rezone

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 6-20 West MacArthur Street, containing 1.29-acres, from C-3 (Highway Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit) for the purpose of an outdoor gathering space containing food trucks, on-premise sale and consumption of alcohol, pop-up shops, and restrooms. Case No. P15-20, Applicant: GCR Sunset Enterprises, LLC. *(Deferred by the Planning Commission to the October 7, 2020 meeting.)*

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: GCR Sunset Enterprises, LLC

FOR: Rezoning from C-3 to C-3 with CUP

LOCATION: 6-20 W. MacArthur

LEGAL DESCRIPTION:

N/A

CURRENT CLASSIFICATION: C-3 (Highway Commercial)

REQUESTED CLASSIFICATION: C-3 (Highway Commercial)

PROPOSED PROPERTY USE: Outdoor gathering space containing food trucks, on-premise sale and consumption of alcohol, pop-up shops and restrooms

PLANNING COMMISSION RECOMMENDATION: September 2nd, 2020

REQUEST APPROVED: ☐

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☒ Deferred to next regular Planning Commission meeting of October 7th, 2020

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER	X		X			
LOFTIS-WALTON			X			
DEEM (VICE CHAIR)			X			
ENGLES		X	X			
ROWELL			X			
VACANCY			X			
VACANCY						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

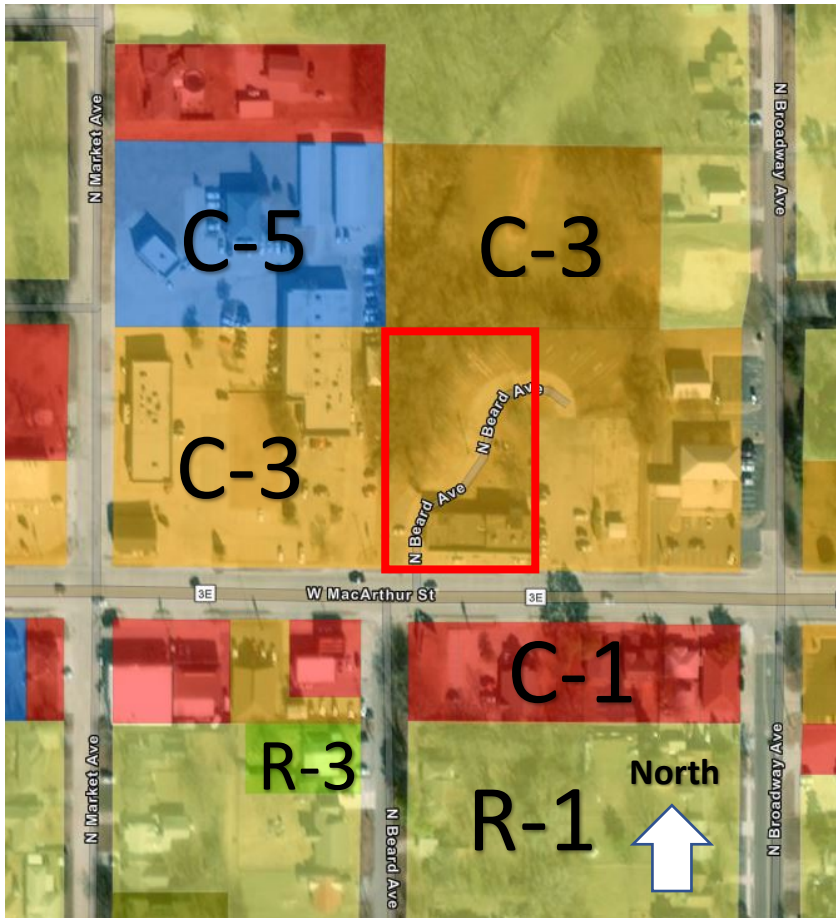
ACTION BY CITY COMMISSION:

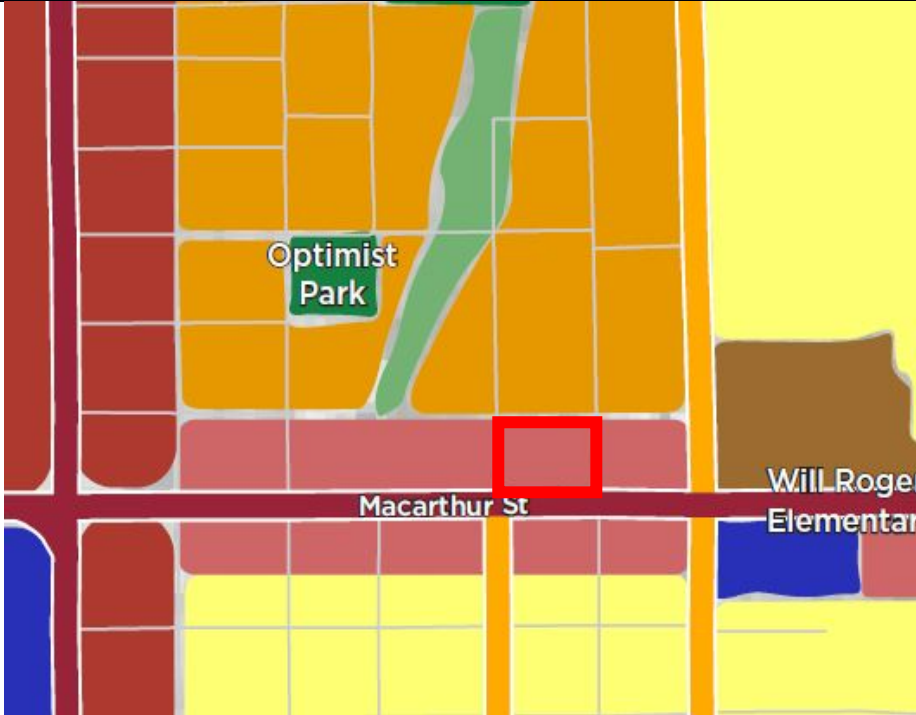
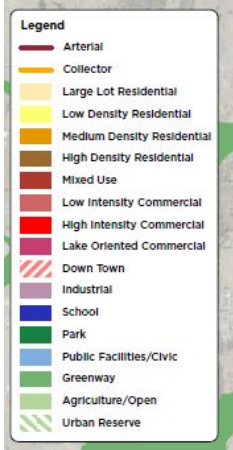
PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

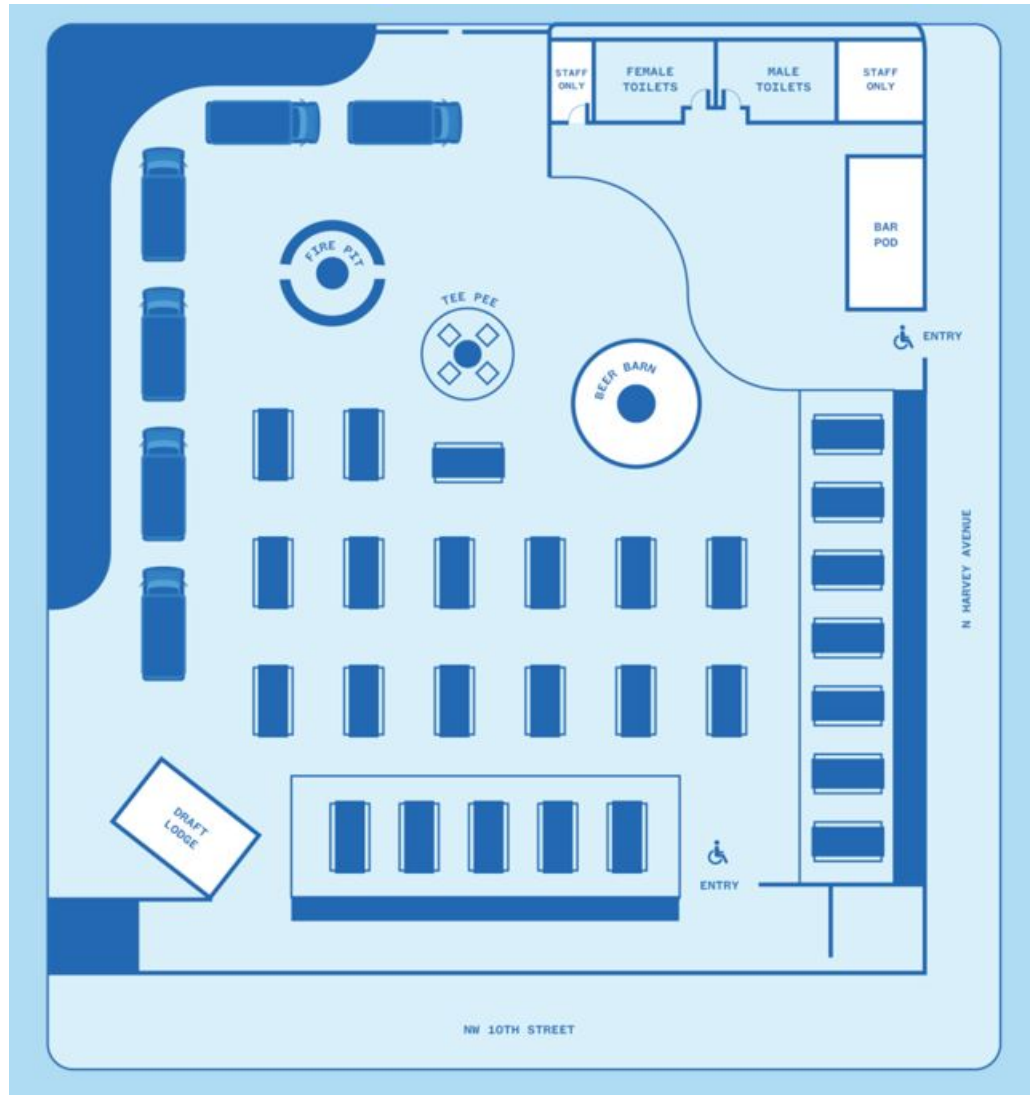
ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P15-20 PUBLIC HEARING DATE: September 2nd, 2020 CITY COMMISSION DATE: September 8th, 2020
APPLICANT: Charlotte Barnett, GCR Sunset Enterprise, LLC	6-20 W. MacArthur Street	Ford98@swbell.net
PROPERTY ADDRESS/LOCATION: 6-20 W. MacArthur Street		
The applicant, Charlotte Barnett of GCR Sunset Enterprise, LLC, is requesting a rezoning from C-3 to C-3 with CUP (Conditional Use Permit) for an outdoor gathering space serving alcohol for on-site consumption, hosting food trucks and pop-up shops, etc. inspired by Bleu Garten in OKC on a 1.29-acre property located at 6-20 W. MacArthur.		

	 			
EXISTING ZONING: C-3 (Highway Commercial)	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: R-1 (Single Family Residential) C-1 (Neighborhood Commercial) C-3 (Highway Commercial)	SUBDIVISION: Wyant's Addition	PROPERTY SIZE: 1.29 acres

STAFF RECOMMENDATION

The 2040 Comprehensive Plan has this area designated for the future use of low intensity commercial. This front of this site is currently being used as retail and includes a health shop, hair salon and an adult boutique. The vacant property behind this retail



BLEU GARTEN SITE PLAN



center is the proposed location for this outdoor gathering place. Historically, it was a mobile home park, which is now vacant with concrete and hookups still intact. The seasonal use of this proposal would not violate the Comprehensive Plan. A written letter of correspondence received has concerns including litter, noise, and portable restrooms. Staff would like to lay out framework for items needed to make this project feasible. Permanent bathrooms versus port-a-potties should be considered for health and sanitation concerns. Port-a-potties are allowed for one day or weekend duration events or shorter timespan events such as 5k runs. Also, the applicant is asking to use shipping containers. This would require an engineered design to state it can withstand the use it is for. This also goes against our façade requirement for commercial districts, but staff would be open to supporting a variance application if public art in the form of murals was used for covering. A buffer or partial enclosure should be considered for ambiance and acoustics to create space and be respectful to neighboring residents. Curfew hours should be set. Staff would like a document drafted for the conditions of this development if approval is considered. Staff would like the opportunity to bring back a potential drafted document back to Planning Commission to review and provide feedback on based on the commentary from this application's first meeting.

APPROVE

APPROVE WITH CONDITIONS

DENY

One letter in opposition to this development has been received at this time.

ATTACHMENTS:
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING
PETITION/
APPLICATION
FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE EAST 112 FEET OF THE WEST 300 FEET OF BLOCK THREE (3), WYANT'S ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. AND THE WEST 188 FEET OF THE WEST 300 FEET OF BLOCK THREE (3), WYANT'S ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE NORTHERLY ALONG THE WEST LOT LINE OF SAID BLOCK 3 A DISTANCE OF 7.0 FEET TO POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE SAID WEST LOT LINE A DISTANCE OF 15.0 FEET; THENCE SOUTHEASTERLY ON A 45° ANGLE A DISTANCE OF 21.21 FEET TO A POINT; THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING. FROM ZONING CLASSIFICATION C-3 (HIGHWAY COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 8th day of September, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-3 (Highway Commercial District) to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District) with a CUP (Conditional Use Permit).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: THE EAST 112 FEET OF THE WEST 300 FEET OF BLOCK THREE (3), WYANT'S ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. AND THE WEST 188 FEET OF THE WEST 300 FEET OF BLOCK THREE (3), WYANT'S ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. LESS AND EXCEPT A TRACT OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 3; THENCE NORTHERLY ALONG THE WEST LOT LINE OF SAID BLOCK 3 A DISTANCE OF 7.0 FEET TO POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE SAID WEST LOT LINE A DISTANCE OF 15.0 FEET; THENCE SOUTHEASTERLY ON A 45° ANGLE A DISTANCE OF 21.21 FEET TO A POINT; THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID BLOCK 3, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING. FROM ZONING CLASSIFICATION C-3 (HIGHWAY COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 8th day of September, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 8th day of September, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 09/08/2020

P16-20 Rezone

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property at 2124 West Benedict Street, containing 1.00-acres, from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) for the purpose of indoor cultivation of medical marijuana. Case No. P16-20, Applicant: Executive Home Rentals, LLC. *(Applicant withdrew application.)*

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Executive Home Rentals, LLC

FOR: Rezoning from A-1 to C-3

LOCATION: 2124 W. Benedict Street

LEGAL DESCRIPTION:

N/A

CURRENT CLASSIFICATION: A-1 (Rural Agriculture)

REQUESTED CLASSIFICATION: C-3 (Highway Commercial)

PROPOSED PROPERTY USE: Indoor cultivation of medical marijuana

PLANNING COMMISSION RECOMMENDATION: September 2nd, 2020

REQUEST APPROVED: ☐

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☒ Applicant withdrew application after citizen opposition

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER						
LOFTIS-WALTON						
DEEM (VICE CHAIR)						
ENGLES						
ROWELL						
VACANCY						
VACANCY						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

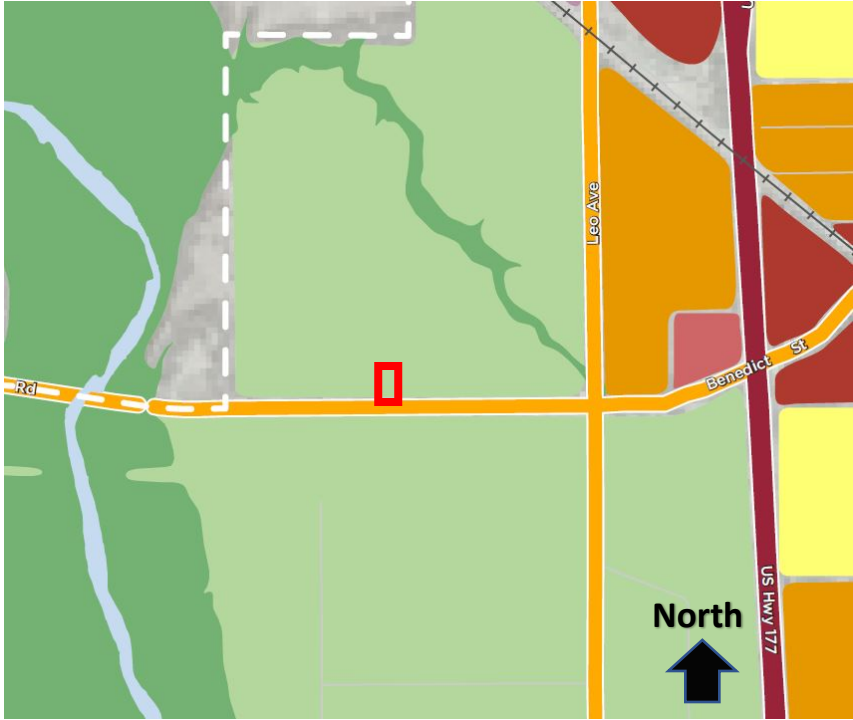
ACTION BY CITY COMMISSION:

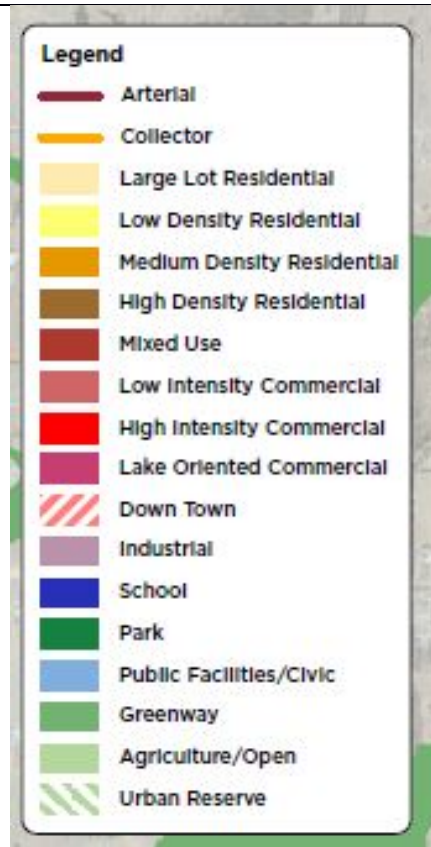
PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org		CASE # P16-20 PUBLIC HEARING DATE: September 2nd, 2020 CITY COMMISSION DATE: September 8th, 2020
APPLICANT: Kevin Hanna of Executive Home Rentals, LLC	P.O. Box 3861 Shawnee, OK 74801 Welcomehomerentals555@gmail.com	
PROPERTY ADDRESS/LOCATION: 2124 W. Benedict Street		
The applicant, Kevin Hanna of Executive Home Rentals, LLC, is requesting a rezoning from A-1 (Rural Agricultural) to C-3 (Highway Commercial) for the purpose of indoor cultivation of medical marijuana on a 1.00-acre property located at 2124 W. Benedict Street.	 	



This property is an illegal, nonconforming lot comprised of one acre within city limits. A-1 (Rural Agricultural District) property requires a minimum of five acres or more to hold this zoning designation. The City has no record of the split of this acre off the larger 7.23-acre property. In the scenario that a lot split application had been submitted, a rezoning would have been required to go through the approval process before it would have been approved. Also, a minimum street frontage and width of 330' are required for all A-1 lots. This lot is estimated to have only 130' of frontage and width. Under current ordinance, medical marijuana can be grown indoors within C-3 and higher intensity commercial districts as well as all industrial districts. Per the Comp Plan which reserves this area as greenway, agriculture/open space, the rezone of this property would be a poor deviation without justification from the Comprehensive Plan. As our zoning districts are today, there are ample existing properties already designated within these districts appropriate for medical marijuana businesses. A letter of written opposition was received and is included in your packet noting concerns about odor, increased traffic, theft and trespassing.

EXISTING ZONING: A-1 (Rural Agricultural)	EXISTING LAND USE: Burned down home with accessory building	SURROUNDING ZONING & LAND USE: Majority A-1 with one R-1 parcel and two spot zonings: one C-1 (Neighborhood Commercial) and one C-3 (Highway Commercial) parcel	SUBDIVISION: N/A	PROPERTY SIZE: 1.00 acre
STAFF RECOMMENDATION				
APPROVE	APPROVE WITH CONDITIONS	DENY		
One letter in opposition to this development has been received at this time.				
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS	RESPONSE TO STANDARDS		

ORDINANCE NO. _____NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: BEGINNING FOUR HUNDRED AND TWENTY NINE FEET (429) WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, THENCE NORTH 330 FEET; WEST 132 FEET; SOUTH 330 FEET; EAST 132 FEET TO THE POINT OF BEGINNING TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 8th day of September, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to C-3 (Highway Commercial District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: BEGINNING FOUR HUNDRED AND TWENTY NINE FEET (429) WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FOURTEEN (14), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, THENCE NORTH 330 FEET; WEST 132 FEET; SOUTH 330 FEET; EAST 132 FEET TO THE POINT OF BEGINNING TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 8th day of September, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 8th day of September, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY