

AGENDA
BOARD OF CITY COMMISSIONERS
September 7, 2021 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 16, 2021 regular meeting.
 - b. Acknowledge the following minutes:
 - Traffic Commission Minutes from the June 22, 2021 regular meeting.
 - c. Lake Lease Transfer:

TRANSFER:
Lot 3 Hart Tract, 16401 Hart Road
From: James Reid
To: Adam Balkema
 - d. Acceptance of a Permanent Drainage and Utility Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.
 - e. Acceptance of a Utility Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.
 - f. Approval of a preliminary Right-of-Way Utility Easement Agreement with OG&E for property located along the east edge of the north half of the northwest quarter of Section 7, Township 11 North, Range 4 East.

- g. Approve an amended contract with Olsson, Inc. for professional design services regarding the Kickapoo Street Sidewalk Design Project.
 - h. Acknowledge the resignation of LeAnne Henry Wright from the Shawnee Arts and Culture Commission.
 - i. Confirm and approve the Interim City Manager's hiring of Andrea Weckmueller-Behringer as the Planning Director/Assistant City Manager.
- 3. Presentation by Animal Control to present the Pet of the Week.
 - 4. Mayor's Proclamations:

"POW/MIA Recognition Day"
September 17, 2021

"Recovery Day"
September 18, 2021
 - 5. Presentation by Berkeley Young, Young Travel Consultants, to discuss key points of Shawnee Travel Study.
 - 6. Discussion and consideration of a request for the addition of stop signs at West 10th Street and North Louisa Avenue.
 - 7. Discussion and consideration of a request for the addition of stop signs at every intersection on North Park Avenue between West MacArthur Street and West 37th Street.
 - 8. Discussion and consideration of Redbird Properties, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 110 West Main Street.
 - 9. Discussion and consideration of an amendment to the Sales Tax Rebate Agreement with Elmer Smith Oil Company.
 - 10. Discussion and consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.
 - 11. Discussion and consideration of a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee. *(Deferred from the August 16, 2021 City Commission meeting.)*

12. Discussion and consideration of an ordinance providing for license and permit requirements; restricting locations of medical marijuana establishments within the City of Shawnee; providing for severability; providing for codification; providing for repeal; and providing for emergency clause.
13. Discussion regarding restrictions of shopping carts in public areas.
14. Discussion regarding nuisance liens filed by the City of Shawnee.
15. New Business
(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
16. Commissioners Comments
17. 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: 09/07/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the August 16, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

AUGUST 16, 2021 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 in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, August 16, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:00 p.m. on August 12, 2021. Mayor Bolt presided and Mr. Isaiah Smith called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
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

Mr. Michael Phillips
Community Renewal Pottawatomie County

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Ms. Amy Camarata addressed the Shawnee Lake Advisory Committee.

Mr. Rob Morris spoke regarding the Shawnee Lake Advisory Committee and the kayak dock and a business at the Shawnee Twin Lakes.

Mr. Gerald Nowlin inquired of the Comprehensive Plan regarding the Shawnee Twin Lakes area.

Mr. Darrin Lofton spoke regarding the KSNL Aero, LLC proposal at the Shawnee Regional Airport.

Mr. Adam Smith and Mr. Taylor Grammar each spoke regarding their support for KSNL Aero, LLC.

Mr. Jay Terry inquired of a lake study. He also addressed concerns with the buoys and roads at the Shawnee Twin Lakes.

AGENDA ITEM NO. 2: Consider approval of Consent Agenda:

- a. Minutes from the August 2, 2021 regular meeting.
- b. Acknowledge the following reports:
 - License Payment Report for July 2021
 - Project Payment Report for July 2021
- c. Lake Lease Renewal:

RENEWAL:

Lot 5 Roewe Tract, 15509 Perry Road
Lessees: Candace and William Collie

Commissioner Matthews asked that Consent Agenda Item No. 2(a) be pulled for separate consideration.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 2 (a-c), less item 2(a). Motion carried 7-0.

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

Regarding Agenda Item No. 2(a), Commissioner Matthews stated since he did not attend the August 2, 2021 City Commission Meeting, he would abstain from approving the Minutes.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve Consent Agenda Item No. 2(a). Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Matthews

AGENDA ITEM NO. 3:

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

Animal Control Officer Spoon and Officer Miller introduced Arwen, an eight-week-old female kitten. Arwen is currently up for adoption. The adoption fees for Arwen include a spay deposit of \$25.00, an adoption fee of \$5.00, plus a \$10.00 City tag fee.

Officer Spoon advised that the Animal Shelter currently has twenty-three dogs, three cats, and one pig.

AGENDA ITEM NO. 4:

Introduction of Shawnee 2021 student/teacher delegation for exchange trip to Nikaho, Japan.

Adult Delegate

Alicia Whiteman – 2021 Chairman

Student Delegates

Alexander Monge – Grove School

Braden Hibler – Grove School

CJ Stephens – Grove School

Elizabeth Jones – Grove School

Hadley Dyer – Grove School

Kelly Templeton – Shawnee Middle School

Kiera Jones – Grove School

Zachary Knoles – Shawnee Middle School

Ms. Karen Wright, Sister Cities Vice President, presented the 2021 Shawnee Sister Cities Delegate. Each Delegate introduced themselves. Ms. Norma Neely was also in attendance as a 2021 Teacher Delegate with Horace-Mann Elementary School.

AGENDA ITEM NO. 5:

Discussion and consideration of AWM Real Estate, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 801 South Beard Street. *(Deferred from the July 19, 2021 City Commission meeting.)*

City Attorney Joe Vorndran and City Building Inspector Kevin Moore provided an update on the Administrative Order appeal. Staff recommends denial of the appeal to proceed with demolition of the structure.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to accept Staff's recommendation to deny AWM Real Estate, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 801 South Beard Street. Motion carried 7-0.

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

AGENDA ITEM NO. 6:

Discussion and consideration of a resolution to amend the Agreement Establishing the Oklahoma Municipal Assurance Group (OMAG) to continue in perpetuity.

Senior Deputy City Clerk Kacie Eck provided a staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a resolution to amend the Agreement Establishing the Oklahoma Municipal Assurance Group (OMAG) to continue in perpetuity.

Resolution No. 6638 was introduced.

A RESOLUTION TO AMEND THE AGREEMENT ESTABLISHING OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) TO CONTINUE IN PERPETUITY.

Motion carried 7-0.

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

AGENDA ITEM NO. 7:

Discussion and consideration of a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee.

City Attorney Joe Vorndran provided a staff report and explained it was Staff's recommendation to repeal the temporary moratorium.

City Attorney Joe Vorndran and City Building Inspector Kevin Moore answered questions from the Commissioners.

A motion was made by Commissioner Matthews, seconded by Commissioner Weaver, to defer this item to a future City Commission meeting. Motion carried 7-0.

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

AGENDA ITEM NO. 8:

Consider bids:

- a. Resurface of West Independence Street and North Leo Street – Industrial Access Corridor (Award)

City Engineer Seth Barkhimer announced that one (1) bid was received. After review and consideration, it was Staff's recommendation to award the bid to Haskell Lemon Construction Company of Oklahoma City, Oklahoma in the total amount of the base bid of \$459,002.85.

A motion was made by Commissioner Sehorn, seconded by Commissioner Flood, to accept the bid with Haskell Lemon Construction Company in the total amount of \$459,002.85. Motion carried 7-0.

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

AGENDA ITEM NO. 9:

Consideration of a budget amendment for Fund 302 Street Improvement Fund to fund the Industrial Access Corridor Project.

Assistant Finance Director Jacob Bussell explained the posed budget amendment is to accommodate the award for Agenda Item No. 8 regarding the Industrial Access Corridor.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Weaver, to approve a budget amendment for Fund 302 Street Improvement Fund. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Acknowledge monthly Sales Tax and Budget Reports.

Assistant Finance Director Jacob Bussell reported sales tax is up \$570,222.00, or 15.72%, over the projected budget year-to-date. He stated that use tax collections are up approximately \$95,800.00, or 23.10%, over the projected budget year-to-date.

AGENDA ITEM NO. 11:

Administrative Reports:

- a. Kevin Moore, Building Inspector – Update on dilapidated structures.

Building Inspector Kevin Moore provided an update on dilapidated structures within the City of Shawnee.

- b. Seth Barkhimer, City Engineer – Update on current Capital and Community Development projects.

City Engineer Seth Barkhimer provided an update on current Capital and Community Development projects in the Shawnee Community.

AGENDA ITEM NO. 12:

Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma establishing the Lake Advisory Committee, pursuant to Chapter Two, Section 35 of the Shawnee Code of Ordinances.

City Attorney Joe Vorndran provided a staff report.

Commissioner Weaver thanked Mayor Bolt for placing this item on the agenda.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma establishing the Lake Advisory Committee, pursuant to Chapter Two, Section 35 of the Shawnee Code of Ordinances.

Resolution No. 6639 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA ESTABLISHING THE LAKE ADVISORY COMMITTEE, PURSUANT TO CHAPTER TWO, SECTION 35 OF THE SHAWNEE CODE OF ORDINANCES.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 13:

Discussion and possible action to appoint a Shawnee Lake Advisory Committee to assist in the revisions to the lake ordinances.
(Deferred from the July 19, 2021 City Commission meeting.)

Mayor Bolt appointed Commissioner Bob Weaver, Mr. Frank Sims, Mr. Wolf Gugler, Tourism Director Stacy Cramer-Moore, Mr. Michael Canaday, Ms. Kelli Parsons, Ms. Mindy Palmer, Ms. Cami Engles, Mr. Steve Reese, Commissioner Mark Sehorn, City Planner Rachel Clyne, and City Attorney Joe Vorndran to serve on the Shawnee Lake Advisory Committee.

City Attorney Joe Vorndran clarified the City Commission shall ratify the Mayor's Appointments to the Shawnee Lake Advisory Committee.

Mayor Bolt appointed City Attorney Joe Vorndran as Chairman of the Shawnee Lake Advisory Committee.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve the Mayor's Appointments to the Shawnee Lake Advisory Committee with City Attorney Joe Vorndran serving as Chairman. Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Sehorn

AGENDA ITEM NO. 14:

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. 15:

Commissioners Comments

The Mayor and Commissioners expressed their appreciation to Mr. Seth Barkhimer and Mr. Kevin Moore for the administrative reports. They also expressed their appreciation that the Shawnee Lake Advisory Committee was formed.

Vice Mayor Rutherford announced the Cops and Kids event had been postponed to a future date that is yet to be determined.

Commissioner Flood stated he appreciated the comments from the KSNL Aero Staff.

Commissioner Weaver expressed his appreciation for the curb appeal of the new South Central Industries warehouse on the corner of 10th Street and Kickapoo. He explained the importance of taking care of properties in the community.

Commissioner Matthews stated his appreciation for the Mayor's work on the transit project.

AGENDA ITEM NO. 16:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:35 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 09/07/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Traffic Commission Minutes from the June 22, 2021 regular meeting.

Attachments

Minutes

**MINUTES
TRAFFIC COMMISSION
JUNE 22, 2021 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Rex Hennen
Mandy MacDonald

MEMBERS ABSENT

Monty Porter
Randy Kamm
Steve Reese

EX-OFFICIO MEMBERS

Seth Barkhimer, City Engineer
Brad Schmidt, Public Works Director
Mikaylia Stewart, Public Works Administrative Assistant

I. CITIZEN PARTICIPATION

None.

II. APPROVAL OF THE MINUTES FROM APRIL 27, 2021.

Motion was made by Reuben Peltier, seconded by Mandy MacDonald, to approve the April 27th, 2021 minutes. Motion carried 4-0.

Roll Call: Aye: Barrett, Peltier, Hennen, MacDonald
Nay: None

III. CONSIDERATION OF A VARIANCE REQUEST FOR MINIMUM SEPARATION BETWEEN A PROPOSED DRIVEWAY AND THE HARRISON AND INDEPENDENCE STREET INTERSECTION.

Staff presented and explained the proposed new right-in-right-out driveway within 150' of the intersection of Harrison Street and Independence Street:

1. The request of a right-in-right-out entry onto Harrison Street in accordance with the approved building permit set.

Motion was made by Rex Hennen, seconded by Reuben Peltier, to approve the proposed new right-in-right-out driveway within 150' of the intersection of Harrison Street and Independence Street. Motion carried 4-0.

Roll Call: Aye: Barrett, Peltier, Hennen, MacDonald
Nay: None

IV. ADMINISTRATIVE REPORTS

Staff discusses various projects. Main Street Bridge Project has gone from planning phase to construction document phase. All four sidewalk projects are beyond sixty percent construction documents. Kickapoo Project, acquired all the right of way, currently in utility relocation phase. Whitaker Street Project bid was awarded and will begin July 6th, 2021. Leo Street Project bidding will be due the first week of August 2021. 45th Street Project the survey has been completed with an anticipated Full Pulmonary Engineering report on June 30th, 2021.

V. COMMISSIONERS COMMENTS

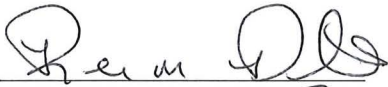
Mandy MacDonald asked about the jurisdiction of the Traffic Commission regarding on-street parking as it relates to streeteries. City Engineer, Seth Barkhimer, will further investigate the jurisdiction. Rex Hennen asked about the plans to mow Bell Street between Main and 9th. Public Works Director, Brad Schmidt, replied that the mowing for that area will begin soon.

VI. ADJORNMENT

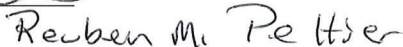
There being no further business to consider, a motion was made by Mandy MacDonald, seconded by Reuben Peltier, recommending the meeting be adjourned at 6:14pm. Motion carried 4-0.

Roll Call: Aye: Barrett, Peltier, Hennen, MacDonald
Nay: None

Respectfully submitted,



Jack Barrett, Chairman



Mikaylia Stewart, Administrative Assistant



Regular Board of Commissioners

2. c.

Meeting Date: 09/07/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 3 Hart Tract, 16401 Hart Road

From: James Reid

To: Adam Balkema

Attachments

Lake Lease

Community
Development
Department



222 N Broadway
Shawnee, OK
74801
405-878-1666

**SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY / INSPECTION REPORT – FOR RENEWLS / TRANSFERS**

Date: 08/24/2021	License No. 5169
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	09/07/2021
Property Address	16401 HART RD, SHAWNEE, OK 74801
Lake Site Location	HART BLOCK, LOT 13
Lease Dates	09/07/2021 - 09/06/2051
Lease Fee (changes annually)	\$746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	ADAM BALKEMA - 5169
Address	17505 ARAGON LN, OKLAHOMA CITY, OK 73170
Phone	405.361.1665
Current Lessee (Transfer From)	
Name(s)	JAMES REID - 009498
Address	17309 SUN RIVER CT, EDMOND, OK 73003
Phone	405.330.4245
Inspection Information	
Inspection Required	☐ Yes ☒ No
DEQ Report on File	☐ Yes ☒ No
Type of Septic	☐ Conventional ☐ Aerobic
Last Inspected/Pumped	
Miscellaneous Comments:	TRANSFER FEE - \$1000.00 LOT RENTAL - \$746.00 INSPECTION FEE - \$75.00 UNIMPROVED PROPERTY AT THIS TIME
Fees Collected	\$1821.00 - CK 3864 - REC 574 - 8.24.2021



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE #5169 **TRACT NAME**Hart **LOT #**13

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/07/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ADAM BALKEMA,
17505 ARAGON LANE
OKLAHOMA CITY, OK 73170

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$746.00 dollars for 2021, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16401 HART RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

Regular Board of Commissioners

2. d.

Meeting Date: 09/07/2021

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

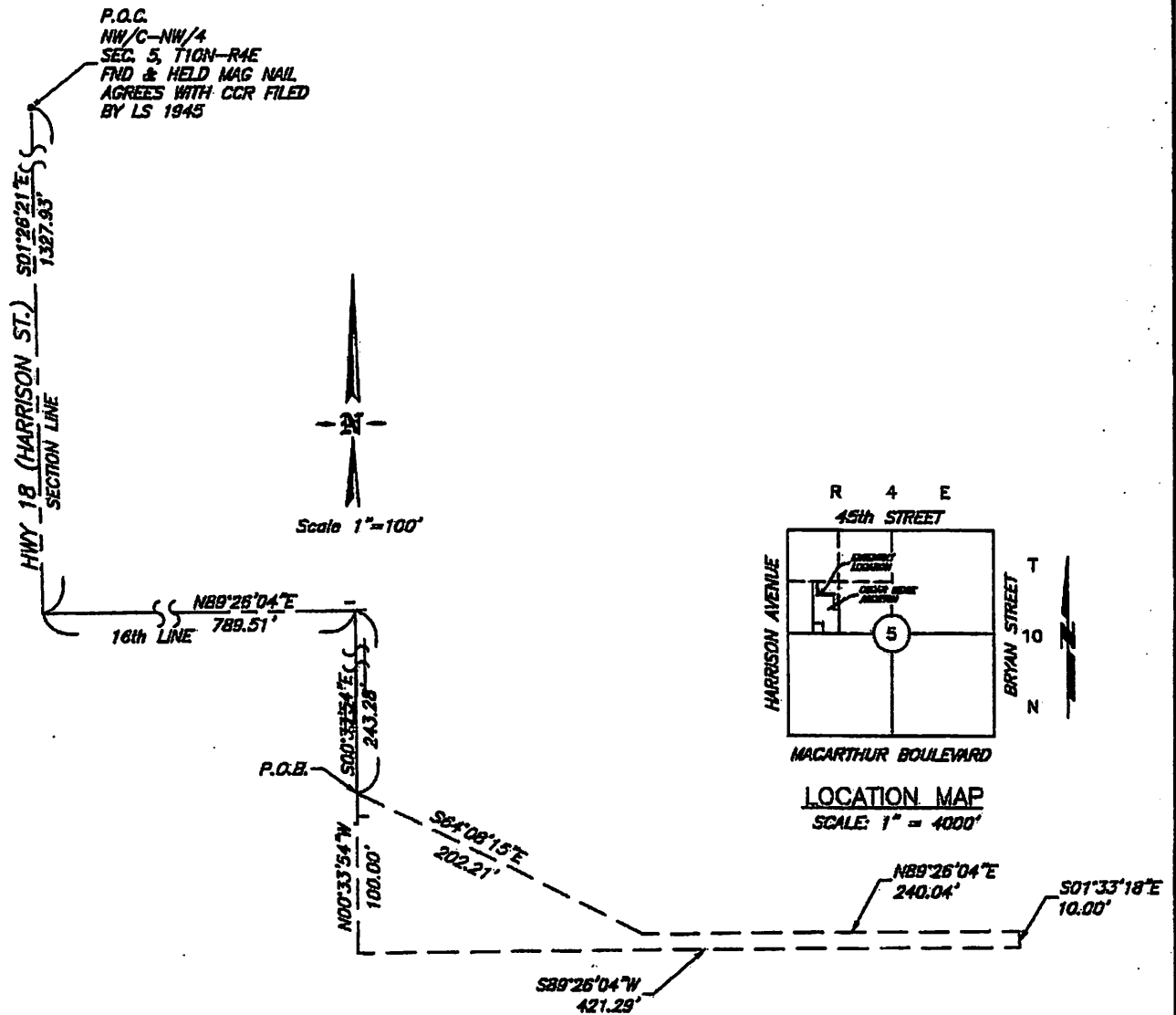
Acceptance of a Permanent Drainage and Utility Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.

Attachments

Easement

Aniel Thomas
Notary Public

ATTACHMENT "A"



DRAINAGE & UTILITY EASEMENT DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2-SW/4-NW/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH A BASIS OF BEARING OF S01°26'21"E ALONG THE WEST LINE OF SAID NW/4, BASED ON OKLAHOMA SOUTH STATE PLANE COORDINATE SYSTEM, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A MAG NAIL AT THE NORTHWEST CORNER (NW/C) OF SAID NW/4; THENCE S01°26'21"E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1327.93 FEET TO A POINT ON THE NORTH LINE OF THE SW/4-NW/4 OF SAID SECTION 5; THENCE N89°26'04"E ALONG SAID NORTH LINE A DISTANCE OF 789.51 FEET; THENCE S00°33'54"E A DISTANCE OF 243.28 FEET TO THE POINT OF BEGINNING; THENCE N64°08'15"E A DISTANCE OF 202.21 FEET; THENCE N89°26'04"E A DISTANCE OF 240.04 FEET; THENCE S01°33'18"E A DISTANCE OF 10.00 FEET; THENCE S89°26'04"W A DISTANCE OF 421.29 FEET; THENCE S00°33'54"W FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.283 ACRES MORE OR LESS.

Landes Engineering, LLC
903 E. 35th St., P.O. BOX 1032
SHAWNEE, OK. 74802-1032
(405) 275-5388

Cedar Ridge Investments, LLC
SHAWNEE, OKLAHOMA
DRAINAGE & UTILITY EASEMENT
ATTACHMENT "A"

DATE: 01/19/2021

REV.

DRAWN BY: ml

CHECKED: STL

DRAWING NUMBER: 1 OF 1

Community Acknowledgement

ACCEPTED by the City of Shawnee

this _____ day of _____, 2021.

City Clerk

REVIEWED for form and legality

Assistant Municipal Counselor

APPROVED by the Mayor of the City of

Shawnee this _____ day of _____, 2021.

Mayor

Regular Board of Commissioners

2. e.

Meeting Date: 09/07/2021

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a Utility Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.

Attachments

Easement

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Eric Hopkins in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, and warrant unto the City of Shawnee, an Oklahoma municipal corporation, its successors and assigns, the right, privilege and authority to enter upon and construct public and private utilities, including the right of ingress and egress to and from said easement across adjoining lands of grantors, upon and across the following real property and premises, situated in Pottawatomie County, State of Oklahoma, to wit:

(See Attachment 'A')

The rights and privileges above granted to continue in perpetuity.

Signed and delivered this 9th day of April, 2021.

Eric Hopkins
OWNER

OWNER

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Oklahoma, COUNTY OF Pottawatomie SS.

Before me, a Notary Public, within and for said County and State on this 9th day of

April, 2021, personally appeared Eric Hopkins (NAME)

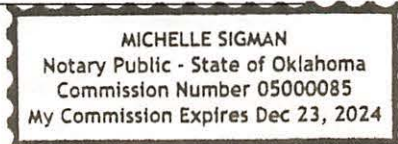
of owner (TITLE), to me known to be the identical person(s) who executed the within and

foregoing instrument and acknowledged to me that he executed the same as his

free and voluntary act and deed for the uses and purposes set forth.

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

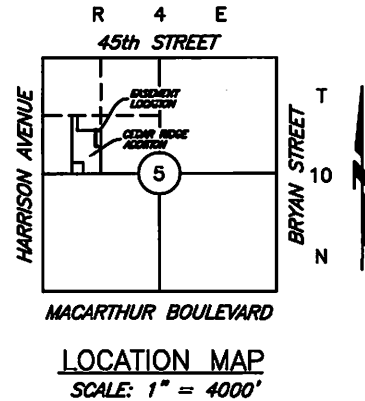
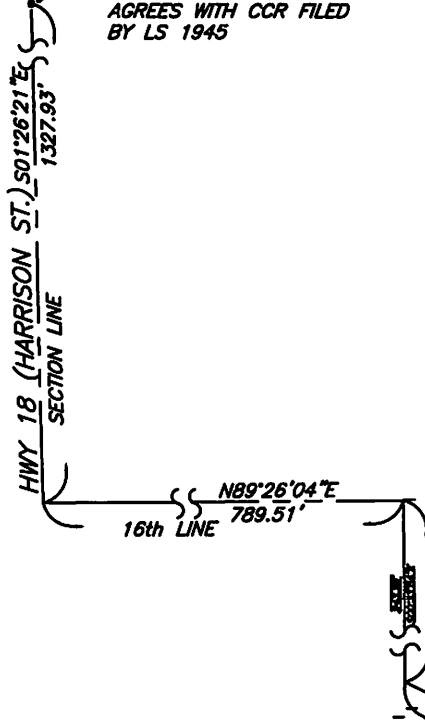
My commission Expires: _____



[Signature]
Notary Public

ATTACHMENT "A"

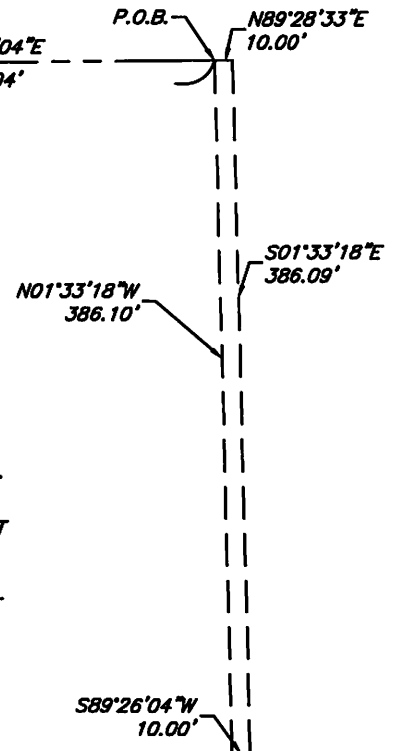
P.O.C.
NW/C-NW/4
SEC. 5, T10N-R4E
FND & HELD MAG NAIL
AGREES WITH CCR FILED
BY LS 1945



Scale 1"=100'

UTILITY EASEMENT DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2-SW/4-NW/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, WITH A BASIS OF BEARING OF S01°26'21"E ALONG THE WEST LINE OF SAID NW/4, BASED ON OKLAHOMA SOUTH STATE PLANE COORDINATE SYSTEM, AND MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A MAG NAIL AT THE NORTHWEST CORNER (NW/C) OF SAID NW/4; THENCE S01°26'21"E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1327.93 FEET TO A POINT ON THE NORTH LINE OF THE SW/4-NW/4 OF SAID SECTION 5; THENCE N89°26'04"E ALONG SAID NORTH LINE A DISTANCE OF 789.51 FEET; THENCE S00°33'54"E A DISTANCE OF 243.28 FEET; THENCE N64°08'15"E A DISTANCE OF 202.21 FEET; THENCE N89°26'04"E A DISTANCE OF 240.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N89°26'04"E A DISTANCE OF 10.00 FEET; THENCE S01°33'18"E A DISTANCE OF 386.09 FEET; THENCE S89°26'04"W A DISTANCE OF 10.00 FEET; THENCE N01°33'18"W FOR A DISTANCE OF 386.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.088 ACRES MORE OR LESS.



Landes Engineering, LLC
903 E. 35th St., P.O. BOX 1032
SHAWNEE, OK. 74802-1032
(405) 275-5388

Cedar Ridge Investments, LLC
SHAWNEE, OKLAHOMA
UTILITY EASEMENT
ATTACHMENT "A"

DATE: 01/19/2021

REV.

DRAWN BY: ml

CHECKED: STL

DRAWING NUMBER: 1 OF 1

Community Acknowledgement

ACCEPTED by the City of Shawnee

REVIEWED for form and legality

this _____ day of _____, 2021.

City Clerk

Assistant Municipal Counselor

APPROVED by the Mayor of the City of

Shawnee this ____ day of _____, 2021.

Mayor

Regular Board of Commissioners

2. f.

Meeting Date: 09/07/2021

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of a preliminary Right-of-Way Utility Easement Agreement with OG&E for property located along the east edge of the north half of the northwest quarter of Section 7, Township 11 North, Range 4 East.

Attachments

Memo

Easement



Office of Engineering
MEMORANDUM

DATE: Monday, September 7, 2020
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Easement for OGE

OGE is needing a 16' wide easement to connect a citizen just East of the City's Northern Airport property. There is an existing overhead power line that runs North-South parallel to the city's eastern property line. The existing easement leaves a 75' wide sliver of land between the existing overhead line and the eastern property owner. OGE is requesting an easement for approximately 16'x75' to provide service.

A survey hasn't been completed to provide an exact legal description. The attached agreement is a preliminary sketch for approval purposes. Once approved, OGE will survey and provide a revised agreement that includes an exact legal for signing and filing.

Staff recommends approval of the request and will follow up to ensure the easement form is filled out with an appropriate legal for signing, and filing.

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this **27th** day of **August, 2021**, by **CITY OF SHAWNEE**, located in the **N ½ of NW/4 Section 7-11N-4 E** Pottawatomie County Oklahoma (“Grantor”) in favor of **OG&E** (“Grantee”) (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

(Legal Description of Easement Property)

The proposed easement will be a 16ft wide X 75ft wide strip located along the East edge of the North Half of the Northwest ¼ of Section 7-11N-4E Pottawatomie County.

*****Please see attached Exhibit sheet*****

A more detailed exhibit and survey will be provided after preliminary City approval and prior to any construction work being done.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

(Legal Description of Easement Property)

The proposed easement will be a 16ft wide X 75ft wide strip located along the East edge of the North Half of the Northwest ¼ of Section 7-11N-4E Pottawatomie County.

*****Please see attached Exhibit sheet*****

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

Regular Board of Commissioners

2. g.

Meeting Date: 09/07/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve an amended contract with Olsson, Inc. for professional design services regarding the Kickapoo Street Sidewalk Design Project.

Attachments

Memo

Amendment



Office of Engineering
MEMORANDUM

DATE: Monday, September 7, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Kickapoo Street Sidewalk Enhancements

In February, commission approved a design contract with Olsson Inc. for design services for the Kickapoo Street Sidewalk Enhancements. At the time of the contract, Olsson intended to design the project in a way that would not require right-of-way acquisition. Throughout the design process, and in coordination with City staff, it was realized right-of-way will need to be acquired in key areas along the project corridor. This is necessitated to eliminate some expensive retaining walls that would otherwise have to be constructed. Because of this scope change, Olsson has asked for an amendment to cover their additional effort in preparing ROW legals and exhibits.

The proposed amendment to the contract is summarized below:

- Scope Items:
 - Legal Descriptions and Exhibit Preparation
- Original Contract Amount: \$94,912.00
 - Amendment amount: \$9,500.00

Staff has reviewed Olsson's proposed amendment and recommends award. The project will be funded out of the 302 street-fund.



LETTER AGREEMENT AMENDMENT #1

Date: 08/20/2021

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated January 8, 2021 between City of Shawnee ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Kickapoo Street Sidewalk Enhancements (the "Project")
Sidewalk Enhancements along Kickapoo Street from MacArthur Street to I-40 in Shawnee, OK

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 400 – Final Design Engineering Services:

Task 404 – Legal Description and Exhibit Preparation

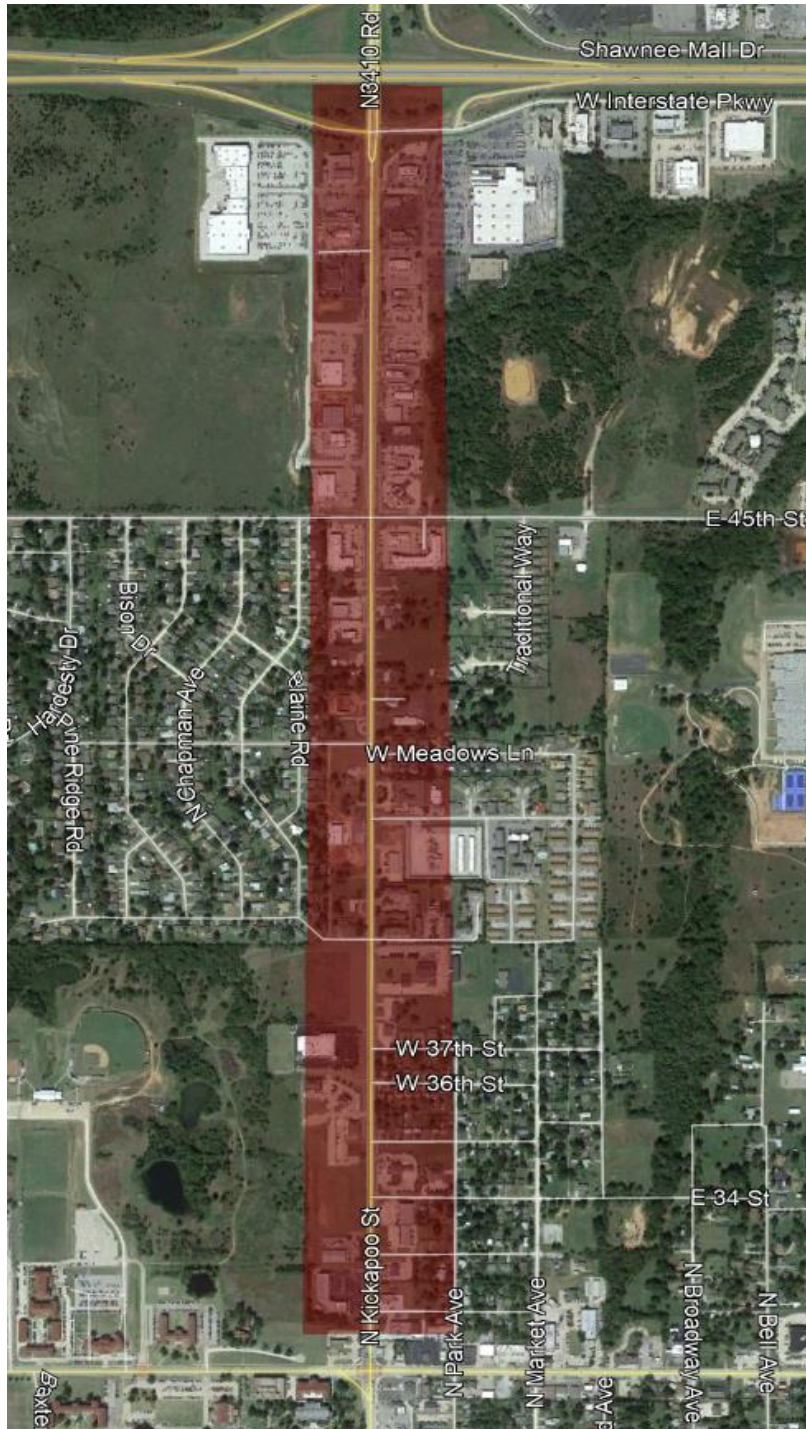
- Write a legal description and prepare an exhibit for the two areas shown in red on Exhibit "A" to provide easements and right-of-way to construct sidewalks along both sides of N Kickapoo St. from MacArthur St. to the eastbound I-40 ramp terminal intersection. The exhibits and legal descriptions shall be performed under the direct supervision of a Licensed Professional Land Surveyor in the State of Oklahoma.
- Olsson shall provide a pdf of the legal description and exhibit (a hard copy will be available upon request).

Lump Sum = \$9,500

Schedule:

Anticipated Completion Date: Within 3 weeks of receiving the signed contract

Exhibit "A"



Approximate easement areas shown in red.

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By 
Russell L. Beaty

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF SHAWNEE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Regular Board of Commissioners

2. h.

Meeting Date: 09/07/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of LeAnne Henry Wright from the Shawnee Arts and Culture Commission.

Attachments

Resignation

Kacie Eck

From: Kacie Eck
Sent: Tuesday, August 31, 2021 1:57 PM
To: Kacie Eck
Subject: FW: Resignation

From: Leanne Wright
Sent: Monday, August 30, 2021 11:43 PM
To: Ed Bolt - Mayor
Subject: Resignation

Dear Mayor Bolt,

I was honored to be selected for the Shawnee Arts Counsel. Unfortunately at this time this duty is not something I can fulfill and I respectfully ask to resign.

I wish the counsel many successes in leading Shawnee to a better future through art.

Thanks for time.

Sincerely,
LeAnne Henry Wright

Regular Board of Commissioners

2. i.

Meeting Date: 09/07/2021

Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Confirm and approve the Interim City Manager's hiring of Andrea Weckmueller-Behringer as the Planning Director/Assistant City Manager.

Attachments

Memo



Office of the City Manager

To: Honorable Mayor Bolt and City Commissioners

From: Eric Benson, City Manager

Date: August 31st, 2021

RE: Department Head Appointment: Planning Director/ Assistant City Manager
Position

In accordance with with Article V, Section 2 of the City Charter, *“the appointments of all heads of departments shall not become effective until they have been approved by the board of Commissioners.”* I request approval of Andrea Weckmueller-Behringer’s appointment to the position of Planning Director/ Assistant City Manager. If approved, she will take up her responsibilities beginning September 13th, 2021.

Mrs. Weckmueller-Behringer retains a considerable history of planning experience in various governmental agencies including an Associate Planner and Program Coordinator for the Association of Central Oklahoma Governments. She served as the Planning Team Lead for Alliance Transportation Group in Dallas, TX from 2011 to 2015, and since in Walla Walla, Washington as the Executive Director of the Walla Walla Valley Metropolitan Planning Organization.

In her most recent position, she has functioned as CEO, managing the entity’s broad affairs. She set the direction, managed their resources, analyzed policies, and oversaw the operations and implementation of projects. This experience will bolster her in both of her roles she will assume with the City of Shawnee. Under Andrea’s leadership, her organization received several awards for their contribution to their community.

Mrs. Weckmueller-Behringer’s career has equipped her with the skills and experience necessary for her to succeed in the responsibilities The City of Shawnee expects of her, and she will without doubt be a benefit to the community.

Regular Board of Commissioners**4.**

Meeting Date: 09/07/2021

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"POW/MIA Recognition Day"
September 17, 2021"Recovery Day"
September 18, 2021

Attachments

POW/MIA Recognition Day

Recovery Day



Proclamation

“POW/ MIA Recognition Day”

Whereas, throughout American history, generations of patriots have bravely served in our military and sacrificed much to protect our country and preserve democracy around the world; and

Whereas, some of those brave men and women who answered the call to service were captured in conflict and imprisoned by our enemies; some never returned from the battlefield; and

Whereas, our nation remains steadfast in its commitment to leave no service member behind; our men and women in uniform uphold this pledge every day, and our country further upholds it as we honor all those who serve, particularly those taken as prisoners of war or missing in action; and

Whereas, today and every day, we pay tribute to the American men and women who have not returned to the country they so valiantly defended, and we express profound gratitude to those who returned after facing unimaginable hardships; we will never forget the sacrifices they made to keep this nation free; and

Whereas, on this day, we honor those Americans who were prisoners of war and recognize them for the courage and determination they showed while enduring unspeakable conditions, and we honor those who remain unaccounted for, especially remembering the sacrifices of their families who face each day without knowing the fate of their loved ones; and

Whereas, citizens of the City of Shawnee are encouraged to honor all of our servicemen and service women for their courageous and selfless sacrifice, and especially those who have paid so high a price in service to this great nation.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim this 17th day of September, 2021, to be

“POW/ MIA Recognition Day”

In the City of Shawnee, Oklahoma
Dated this 7th day of September, 2021

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk





Proclamation

“Recovery Day”

Whereas, the disease of addiction and substance use disorders could affect any one of us in all communities, and with commitment and support, people can achieve healthy lifestyles and lead rewarding lives in recovery; and

Whereas, through seeking help, those affected can embark on a new path toward improved health and overall wellness, making a healthier community in which to live; and

Whereas, the focus of Recovery Day in Shawnee is to celebrate the journey many have entered in recovery, emphasizing that while the road to recovery may be difficult, the benefits of preventing and overcoming addiction are significant and valuable to individuals, families and communities; and

Whereas, celebrating Recovery Day in Shawnee spreads the message that behavioral health is an essential part of one’s overall wellness, and that prevention works, treatment is effective, and people do recover; and

Whereas, by raising awareness through Recovery Day in Shawnee, we are able to recognize the signs of addiction and mental health disorders, celebrate the wonderful stories of successful recovery in this great City, and honor those who choose recovery.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the 18th day of September, 2021, to be

“Recovery Day”

in the City of Shawnee and encourage the Shawnee community to celebrate those in our community who have chosen to take the journey of recovery and support those in need of taking the first step toward choosing a healthy life.

In the City of Shawnee, Oklahoma
Dated this 7th day of September, 2021

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

6.

Meeting Date: 09/07/2021

Stop Sign Request

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a request for the addition of stop signs at West 10th Street and North Louisa Avenue.

Attachments

Memo

Staff Report



Office of Engineering
MEMORANDUM

DATE: Monday, Sept 7, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

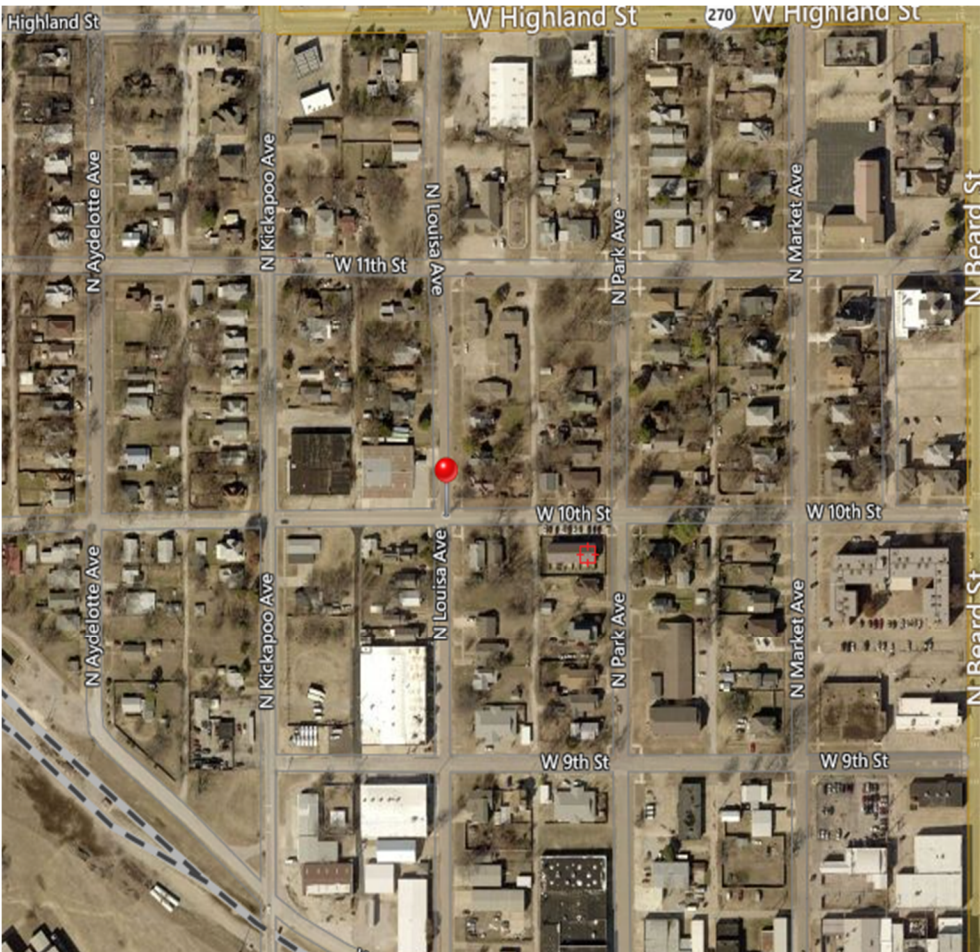
RE: Consideration of request for the addition of stop signs at West 10th Street and N Louisa Ave.

South Central Industries has proposed the addition of 2 stop signs on 10th street at the intersection of 10th Street and Louisa creating a four way stop. With the construction of the new SCI warehouse at 217 N Kickapoo, and SCI's existing facility at 300 N Louisa, there is an anticipated increase in crossing traffic and pedestrians just west of the 10th street and Louisa Avenue Intersection. Having visited the site multiple times during construction of 217 N Kickapoo and being aware of the existing traffic on 10th street, staff does recommend approval of the request.

This item was heard before traffic commission on August 24, 2021 and was recommended unanimously.

Traffic Commission's Recommendation to City Commission:

Approval of the request, per staff.

City of Shawnee Engineering Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1760 Fax: (405) 878-1587 www.ShawneeOK.org			TRAFFIC COMMISSION DATE: AUGUST 24th, 2021		
<table border="0"> <tr> <td style="vertical-align: top;"> APPLICANT: Tina K. Hanna Executive Director, South Central Industries </td> <td style="vertical-align: top;"> 204 N. Louisa P.O. Box 3766 Shawnee, Ok 74802-3766 405.275.3851 tina@southcentralind.com </td> </tr> </table>				APPLICANT: Tina K. Hanna Executive Director, South Central Industries	204 N. Louisa P.O. Box 3766 Shawnee, Ok 74802-3766 405.275.3851 tina@southcentralind.com
APPLICANT: Tina K. Hanna Executive Director, South Central Industries	204 N. Louisa P.O. Box 3766 Shawnee, Ok 74802-3766 405.275.3851 tina@southcentralind.com				
REQUEST LOCATION: Section 19, Township 10 North, Range 4 East; Intersection of W. 10th St and N. Louisa Ave					
SUMMARY OF REQUEST: The applicant has proposed the addition of 2 stop signs on 10th St. at the intersection of 10th St. and Louisa Ave. creating a Four-way stop intersection.					
CURRENT ZONING: N/A	PROPOSED LAND USE: N/A		PROPERTY SIZE: N/A		

STAFF REVIEW AND ANALYSIS

With the construction of the new SCI warehouse at 217 N Kickapoo, and their existing facility at 300 N Louisa, there is an anticipated increase in crossing traffic and crossing pedestrians just west of the 10th street and Louisa Avenue intersection. Also, 10th street is currently one of the main access points for vehicles traveling to downtown from one of the City's largest arterials, Kickapoo Street. This pass thru traffic and increase in crossings led SCI to request the addition of stop signs at the 10th and Louisa Intersection.

You don't have to look far for precedent in this situation. SCI similarly requested and was granted stop signs at 9th and Louisa back in 2018. It was heard before traffic commission on 3/5/2018 and was later approved at city commission.

After reviewing the request and visiting the intersection multiple times during construction of the new warehouse, staff recommends approval of the request.

Staff Recommends approval of the request, summarized below:

- **The addition of two stop signs, on 10th Street, at the Louisa Avenue intersection, creating a 4-way stop.**

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

Attachments:

Exhibit 1: Aerial Image

Exhibit 2: Location Images

Exhibit 3: Location Exhibit

Exhibit 1: Aerial Image

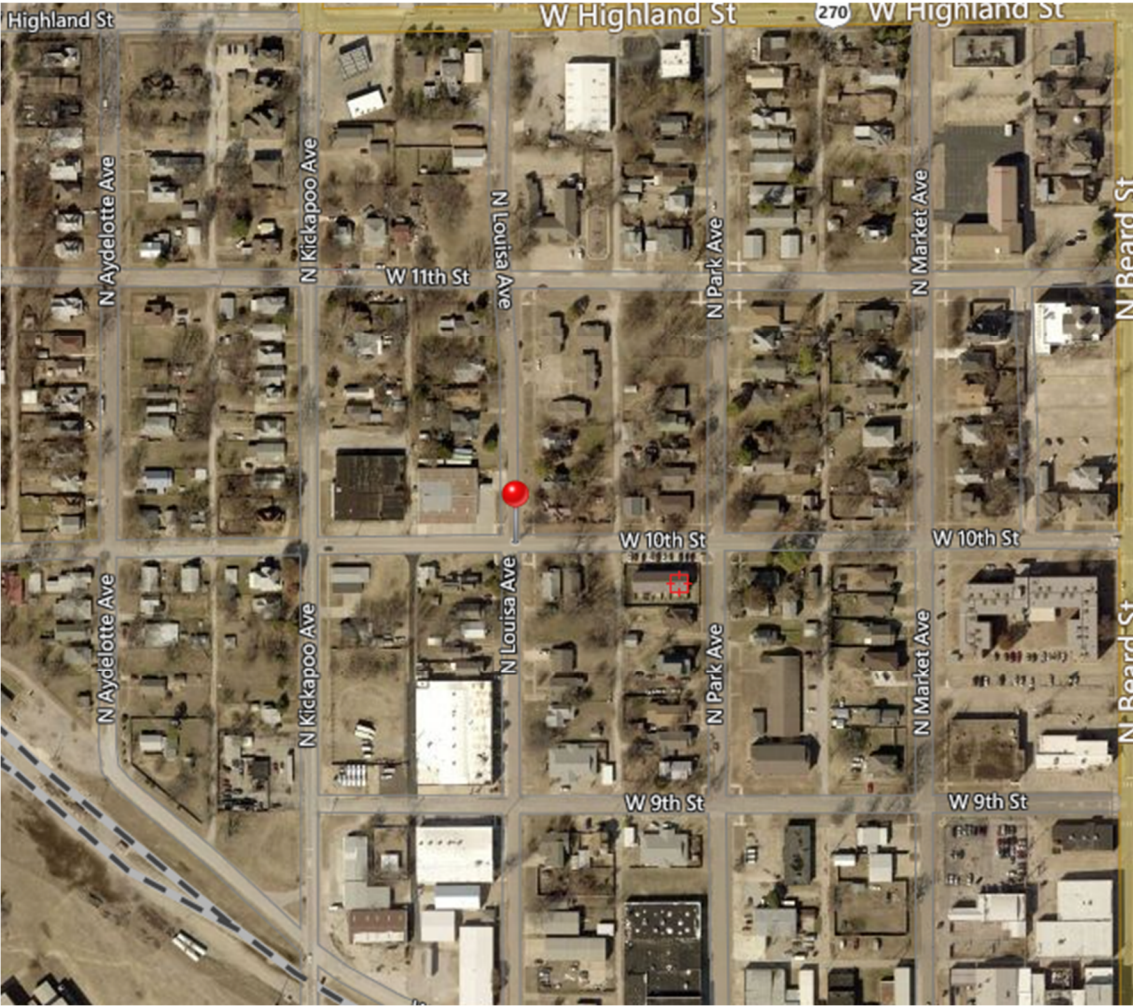
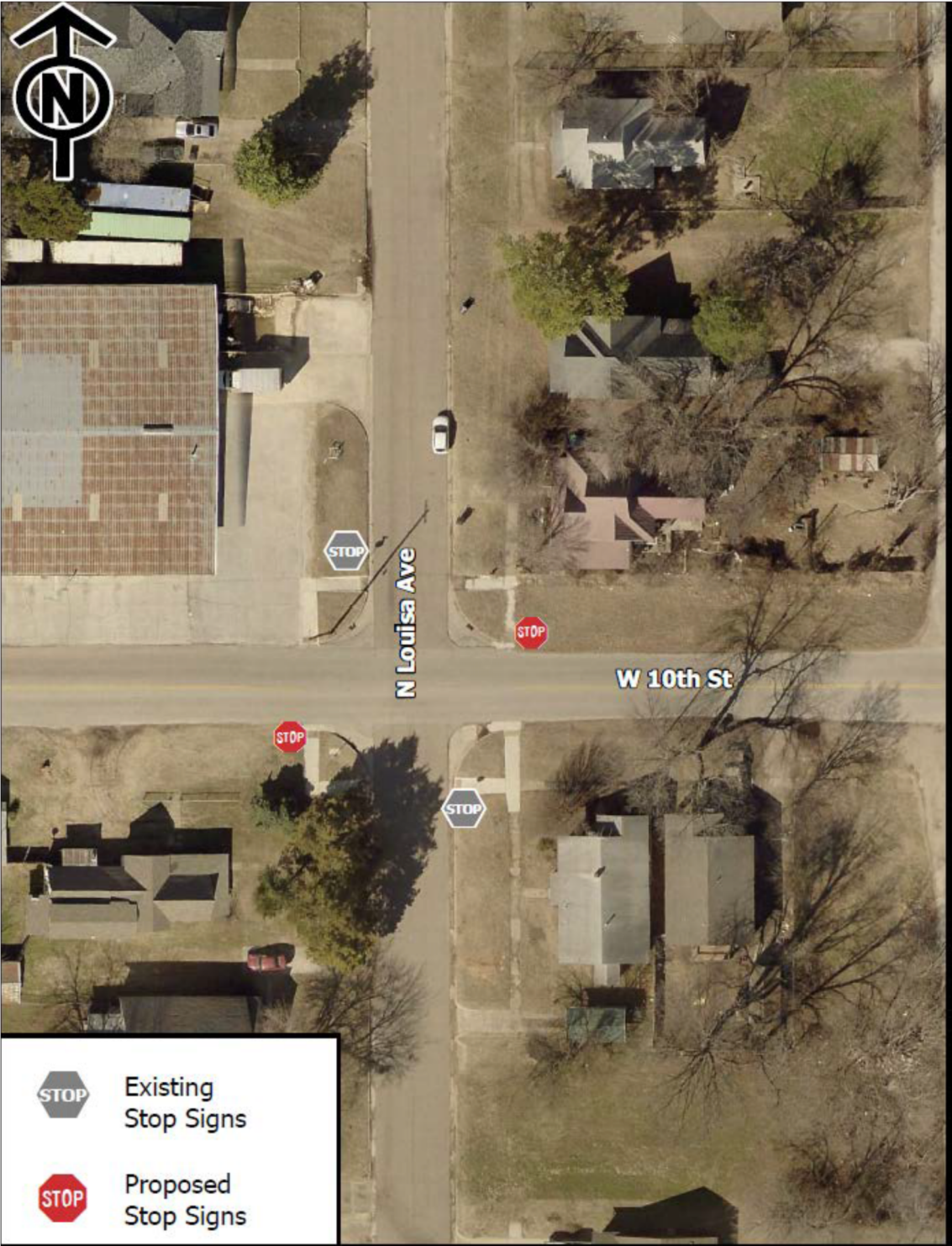


Exhibit 2: Location Images





Exhibit 3: Location Exhibit



Regular Board of Commissioners

7.

Meeting Date: 09/07/2021

Stop Sign Request

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a request for the addition of stop signs at every intersection on North Park Avenue between West MacArthur Street and West 37th Street.

Attachments

Memo

Staff Report



Office of Engineering
MEMORANDUM

DATE: Monday, Sept 7, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: Consideration of request for the addition of stop signs at every intersection on North Park Ave. between West MacArthur Street and West 37th Street.

Mr. William Anastasio, and other residents of N Park Street, have requested the addition of stop signs along N Park Street at every intersection between MacArthur Street and West 37th street. Mr. Anastasio authored a petition that was signed by 13 individuals living along the corridor who agree with his request.

As outlined in the citizens petition, its staff's belief that motorists are avoiding the MacArthur Street and Kickapoo Street stoplight by turning onto N Park Street. This by-pass of the stoplight is causing an increase in local traffic along N Park before motorists make their way back to the major arterials. To disincentivize using N Park Street as a by-pass, staff recommends adding stop signs to create 4 way stops at 32nd, 33rd and 34th street intersections of N Park Street. This would be a partial approval of the petition and citizen's request.

This item was heard before traffic commission on August 24, 2021 and staff's recommendation was unanimously moved forward.

Traffic Commission's Recommendation to City Commission:

Partial approval of the request, per staff.

City of Shawnee Engineering Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1760 Fax: (405) 878-1587 www.ShawneeOK.org			TRAFFIC COMMISSION DATE: AUGUST 24th, 2021
APPLICANT: William Anastasio 2821 N Park Ave Shawnee, OK 74804 Williamanastasioiii@hotmail.com			
REQUEST LOCATION: Section 6, Township 10 North, Range 4 East; Intersection of Park Street between Macarthur and 37th St			
SUMMARY OF REQUEST: The applicant has proposed the addition of stop signs on North Park Street between Macarthur and 37th Street.			
CURRENT ZONING: N/A	PROPOSED LAND USE: N/A		PROPERTY SIZE: N/A
STAFF REVIEW AND ANALYSIS			

STAFF REVIEW AND ANALYSIS

The applicant has spoken with engineering, public works, and the police department about motorist's excessive speeds along N Park Avenue. His concern is the potential for accidents with neighbor pedestrians and passing cars. The applicant also started a petition with 13 signatures supporting his application. Signers of the petition being residents along N Park Avenue.

As a result of the initial conversations with the police department, the police did several extra patrols in the area to try and regulate speed violators. However, only one citation was written, and the applicant witnessed no meaningful change to traffic leading him to request the addition of stop signs.

After spending some time at the 32nd and 34th street intersections, its staff's opinion motorist are avoiding the Macarthur Street and Kickapoo Street intersection stop light by cutting the corner at N Park Avenue. In an effort to slow vehicular traffic down on N Park staff recommends creating 4-way stops and 32nd, 33rd and 34th street intersections.

Staff Recommends partial approval of the request, summarized below:

- The addition of stop signs, on N Park Ave, at the 32nd, 33rd, and 34th St. intersections, creating 4-way stops.

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		
Attachments: Exhibit 1: Aerial Image Exhibit 2: Location Images Exhibit 3: Location Exhibit Exhibit 4: Signed Petition				

Exhibit 1: Aerial Image



Exhibit 2: Location Images
32nd St



34th St



Exhibit 3: Sign Layout Exhibit

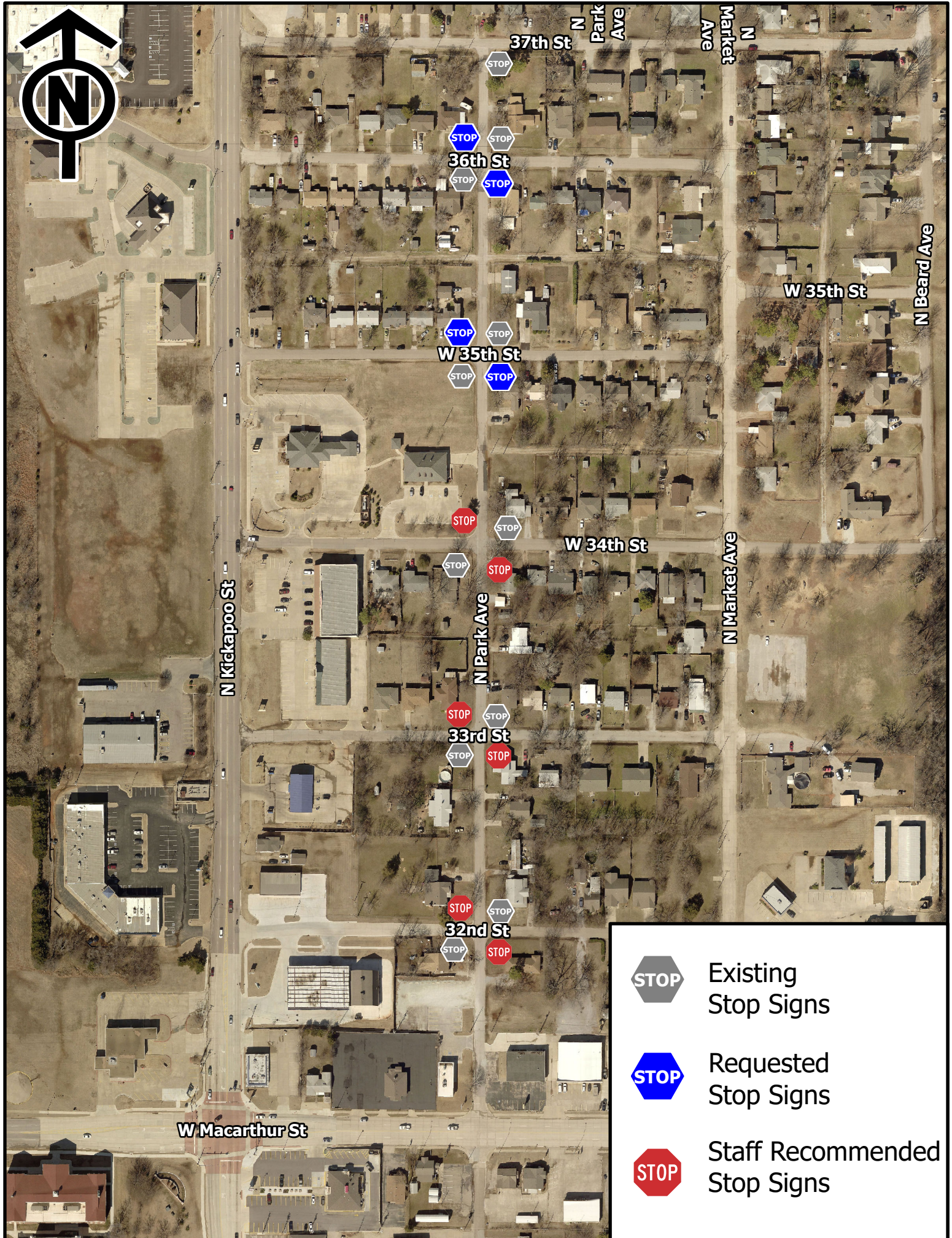


Exhibit 4: Signed Petition

To All Offices and Departments It May Pertain To,

My name is William Anastasio and this is a petition to install additional stop signs on North Park between MacArthur and 37th street. Since we have moved here in April of 2019, we have observed that this street has been frequented by motor vehicles that are avoiding the traffic light at the corner of Kickapoo and MacArthur. We are located between 32nd and 33rd, and those turning right off MacArthur onto North Park can be going 40 to 50 miles per hour by the time they pass our location.

There are often pedestrians walking up and down the street at any given time, children and adults on bicycles, and elderly individuals, two of which have motorized wheelchairs. The following will include the names and addresses of individuals who live off of North Park and those whose land is on the street, although their mailing address may be one of the side streets. It will also include the intersection which that individual would like to see converted from a two way stop to a four way stop. My main concern would be the addition to stop signs at the corner of North Park and 33rd, as this would keep motorists from avoiding the traffic light and using our portion of roadway as a through way.

Please consider our requests, as we only have the health and safety of all of the citizens of Shawnee in mind. Thank you.

William Anastasio
William Anastasio
Daylee Ware
Charles Ware Jr

[illegible]

Regular Board of Commissioners

8.

Meeting Date: 09/07/2021

Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of Redbird Properties, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 110 West Main Street.

Attachments

Appeal

Appeal Staff Report

Redbird Properties, LLC

106 W. Main Street
Shawnee, OK 74801
redbirdprop@gmail.com
(405)214-1414 office
(405)210-7526 cell

August 19, 2021

To Whom It May Concern:

I am the managing member and broker/owner of Redbird Properties, LLC and I am a licensed Oklahoma Real Estate Broker. Redbird Properties, LLC owns the building located at 110 W. Main Street in Shawnee, OK.

I am appealing to the City Commission the Administrative Order from the meeting at 9:30am on Thursday August 12th. My signature on the form is there at the instruction of the hearing officer. I did not then nor do I now agree to this order. I should not have signed it thus possibly implying my agreement to it. The order is attached to this request.

If anything else is required or requested for this appeal to be accepted, please contact me at either phone number or the email address above.

Sincerely,



Bill Warmker
Managing Member
Broker/Owner
Redbird Properties, LLC

RECEIVED

AUG 19 2021

CITY CLERK

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 12th day of August, 2021 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

☒ appeared Bill Warmker Redbird Prop. LLC.

☐ / ☐ represented by legal counsel or other representative. _____

☐ / ☐ failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 110 W. Main

1) The Respondent shall commence the:

(a) ☒ Dismantling and removal of the building(s)

(b) ☐ / ☐ Board and secure structure(s)

(c) ☐ / ☐ Reset hearing date _____ / ☐ I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to August 22nd, 2021 and shall complete such work no later than Sept. 13th, 2021.

William P. Warmker
Property owner or Representative

**You have 10 days to appeal this
to the City Commission.**

Kevin Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma



Community Development Department

MEMORANDUM

DATE: Monday, September 7, 2021
TO: City of Shawnee City Commission
FROM: Kevin Moore-Building inspector/ Interim Director
RE: Demo Appeal for 110 W. Main St

Honorable Mayor and Commissioners,

The Commercial structure at 110 W. Main St had been brought to a Public Nuisance Administrative Hearing on the following dates 11.26.2019. 12.17.2020. 08.12.2021 and the owner did appear and ask for more time. due to lack of progress to resolve the hazard and violation's or no contact from the owner to the city until they received administrative order on the property, I have ordered that the structure at the above address be removed. attached are 41 current photos taken since 11.2019 to 08.10.2021. The structure and property are not being maintain and the owner has had little to no response to the City on this property. ***It is the recommendation of staff to request right to proceed with demolition.*** This particular property has had public concerns regarding safety, diminished property values of the neighborhood.

110 W Main

N Market Ave

N Beard Ave

W Main St

S Beard Ave





NOTICE

PUBLIC NUISANCE ADMINISTRATIVE HEARING **CITY OF SHAWNEE, OKLAHOMA**

DILAPIDATED BUILDING

NOTICE DATE: MARCH 10, 2020

HEARING DATE/TIME:

HEARING LOCATION: 222 N BROADWAY

PROPERTY ADDRESS: 110 W MAIN ST

LEGAL DESCRIPTION: AP BLK 23 LOTS 13 THRU 15

PROPERTY OWNER(S): REDBIRD PROPERTIES LLC
106 W MAIN ST
SHAWNEE, OK 74801

According to Pottawatomie County Land Records, you are the current registered owner(s) of the property described above, which is located within the City Limits of Shawnee, Oklahoma. The condition(s) which presently exists at this property is alleged to be a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS of the Code of Ordinances of the City of Shawnee, Oklahoma. Corrective actions needed:**

Demolition and removal of commercial building or obtain a remodel permit and provide a report from a structure engineer on how to repair building to a habitable state and perform such work to bring building back to code compliance.

This notice is to inform you that a hearing will be held at the above date, time and location by the City Manager or his designee to determine whether or not a dilapidated building(s) exists and whether or not such shall be abated. you may appear at such time and submit any arguments or evidence you may have pertaining to this matter.

If such condition is determined to be a dilapidated building(s) and action is therefore necessary for demolition and removal. all costs if not paid by the property owner, will be certified to the County Treasurer and placed on the tax roll and thereby become a lien against the property. An appeal of the City Manager's or her designee's decision may be made to the City council by filing a written notice with the City clerk within 10 days following the date of the decision.

If you have any questions, or make corrections listed above prior to the hearing date you may call the City's planning department office at 405-878-1666 . ext 5001

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 110 W MAIN
Lot 013 thru 015, Block 023
AP Shawnee

OWNER: REDBIRD PROPERTIES LLC

HEARING DATE: AUGUST 12, 2021

CAUSE: Dilapidated Commercial Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a ten thousand five hundred sqft two-story brick veneer and flat roof commercial building which has been vacant since , according to City utility records.
- Other public nuisance cases since November 26, 2019: 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The Commercial building has had a structure failure between the two story of the west side of the building and the east lower side where a opening was cut in the wall below in the past .upon my inspection in November 26 ,2019 I discovered that the front wall was pushing out from the failure about six inches and that the lower east of the building had several holes in the roof and at the northside the roof was missing at the alley of the building allowing the elements to get into the building causing more structural decay . I meet with the owner and his engineers Steven Landes and Shannon Turkington to come up with a plan to temporary stabilize the front in early December 2019 and to come up with a plan to repair the structure and to make it habitable again after the

City's Christmas parade. The owner has also built a temporary barrier across the sidewalk in case the building was to fall blocking pedestrian's path and causing a nuisance and a hazard. After the parade the owner has not made any improvements to the structure on the outside . Upon reinspection the structural has had extensive decay to the front of the building to the point the wall that was pushing out six inches has failed and is no longer there and the second story has multiple cracks indicating that it is failing in more areas than what was first believed and a window is missing allowing for the elements to get into that area causing more decay. There has been no change since the hearing on 12/17/2020, the owner was given 6months for the work to begin and he said they would start by February or March 2021 as of my last inspection on 8/10/2021 the structure has deteriorated even more and has become a major danger to the surrounding occupants and pedestrian's.

- Notice mailed by Certificate of Mailing and posted upon property on or about July 27, 2021
- There is no mortgage
- taxes are paid

COMMENTS:

- This building was reported by a citizen as dilapidated in November 2019 and Staff confirmed that the commercial structure was a dilapidated structure. Given the extent of deterioration, restoration is likely impractical.

CURRENT STATUS:

- There has been no change in the building's physical condition as of AUGUST 10, 2021.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.
- 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety and welfare of the general public

- The hearing officer should declare the property a dilapidation public nuisance and order it abated by demolition and removal. The abatement shall commence on or after September 13 ,2021.

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 110 W MAIN
Lot 013 thru 015, Block 023
AP Shawnee

OWNER: REDBIRD PROPERTIES LLC

HEARING DATE: December 16, 2020

CAUSE: Dilapidated Commercial Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a ten thousand five hundred sqft two-story brick veneer and flat roof commercial building which has been vacant since , according to City utility records.
- Other public nuisance cases since November 26, 2019: 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The Commercial building has had a structure failure between the two story of the west side of the building and the east lower side where a opening was cut in the wall below in the past .upon my inspection in November 26 ,2019 I discovered that the front wall was pushing out from the failure about six inches and that the lower east of the building had several holes in the roof and at the northside the roof was missing at the alley of the building allowing the elements to get into the building causing more structural decay . I meet with the owner and his engineers Steven Landes and Shannon Turkington to come up with a plan to temporary stabilize the front in early December 2019 and to come up with a plan to repair the structure and to make it habitable again after the

City's Christmas parade. The owner has also built a temporary barrier across the sidewalk in case the building was to fall blocking pedestrian's path and causing a nuisance and a hazard. After the parade the owner has not made any improvements to the structure on the outside and has not had any contact with the city to bring the site back to code compliant. Upon reinspection the structural has had extensive decay to the front of the building to the point the wall that was pushing out six inches has failed and is no longer there and the second story has multiple cracks indicating that it is failing in more areas than what was first believed and a window is missing allowing for the elements to get into that area causing more decay.

- Notice mailed by Certificate of Mailing and posted upon property on or about November 2020
- There is no mortgage
- 2019 taxes not paid

COMMENTS:

- This building was reported by a citizen as dilapidated in November 2019 and Staff confirmed that the commercial structure was a dilapidated structure. Given the extent of deterioration, restoration is likely impractical.

CURRENT STATUS:

- There has been no change in the building's physical condition as of December 17, 2020.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.
- 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety and welfare of the general public

- The hearing officer should declare the property a dilapidation public nuisance and order it abated by demolition and removal. The abatement shall commence on or after January 17, 2021.

Nov 26, 2019 at 1:35:56 PM

105 W Main St
Shawnee OK 74801
United States



Nov 26, 2019 at 1:40:08 PM
110 W Main St
Shawnee OK 74801
United States



Nov 26, 2019 at 1:40:57 PM
110 W Main St
Shawnee OK 74801
United States



Dec 3, 2019 at 11:53:44 AM
110 W Main St
Shawnee OK 74801
United States



Mar 4, 2020 at 3:09:09 PM
104 W Main St
Shawnee OK 74801
United States



Jun 19, 2020 at 9:01:01 AM

104 W Main St

Shawnee OK 74801

United States



Jun 19, 2020 at 9:01:15 AM
104 W Main St
Shawnee OK 74801
United States



Nov 17, 2020 at 10:32:17 AM
104 W Main St
Shawnee OK 74801
United States



Dec 2, 2020 at 3:19:40 PM
104 W Main St
Shawnee OK 74801
United States



Dec 17, 2020 at 7:36:09 AM
104 W Main St
Shawnee OK 74801
United States



Jul 27, 2021 at 8:38:37 AM
105 W Main St
Shawnee OK 74801
United States



Jul 27, 2021 at 8:40:07 AM
104 W Main St
Shawnee OK 74801
United States



Aug 10, 2021 at 10:13:22 AM
107 W Main St
Shawnee OK 74801
United States



Aug 10, 2021 at 10:13:53 AM
107 W Main St
Shawnee OK 74801
United States



Aug 10, 2021 at 10:13:55 AM
107 W Main St
Shawnee OK 74801
United States



BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 17th day of December, 2020 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X/ appeared Bill Warmker (Red Bird Properties)

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 110 W. Main

1) The Respondent shall commence the:

(a) / / Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to March 17th, 2020 and shall complete such work no later than May 17th, 2020.

William P. Warmker
Property owner or Representative

Rebecca Blaine
Rebecca Blaine
Administrative Hearing Officer
City of Shawnee, Oklahoma

**You have 10 days to appeal this
to the City Commission.**

HEARING DATE 12/17/20 ADDRESS 110 W Main

OWNER PRESENT Yes/No/Who Red Bird Properties/Bill Wamker

TIME MEETING STARTS 9:00 AM

NOTES 10,500 2 story Nov 22, 2017 VOCANT -
diplated 11/2019 holes in roof - Dec 2019
Landes Engineer - Demo (permit 48 hours)

Mr. Wamker demo building them as
us. goal not demo - no fatal wounds
alot of history - Covid made it difficult
to get anything done. Better communication
building swears on Black - Mike has
106 Main/114 W Main email from body shop
114 W Main - New roof 2014 -
mortar was failing causing the problem today
20 ft construction - failed wall could be
removed according to
broken wounded but not dismantled
Bid Ada Advantage masonry
Time frame - actual physical work outside

ORDER _____

PERMIT OBTAINED BY March 17th, 2020

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

6 months TO do work

Feb or March For His guy to get The work started to Remove The building

Restore it Back To a good Building
Plans within 3 months / 6 months work to begin

48 hrs.
12-21-20 9:00 AM

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday December 17th 2020**(at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM **110 W MAIN – AP SHAWNEE BLK. 23 LOTS 13 THRU 15 – REDBIRD PROPERTIES LLC**

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. **IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602**

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

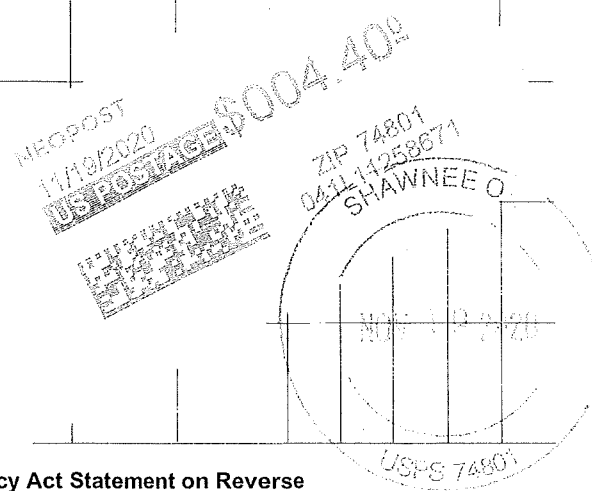
Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Dewayne W. & Laveta L. Thomas	36606 W. 45th Shawnee, OK.	.50	.55									
2. Mary K. Mathews	26 Timber Creek Dr. Shawnee, OK. 74804	.50	.55									
3. John William & Vida D. Carey	33 Timbercreek Dr. Shawnee, OK. 74804	.50	.55									
4. ANM Real Estate LLC.	12800 Rohan Ct. Oklahoma City, OK. 73110	.50	.55									
5. Antonio Smith	P.O. Box 8387 Moore, OK. 73153	.50	.55									
6. Doug Thompson	829 N. Market Shawnee OK 74801											
7. Ray Stephenson	718 Creek Rd Shawnee OK 74801											
8. Becklund Properties	106 W. Main Shawnee OK											
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee) Pellen J. J. J.										

See Privacy Act Statement on Reverse

440

PS. 10 Feb 20



NOV 19, 2020 at 8:47:05 AM
222 N Broadway Ave
Shawnee OK 74801
United States

110

Redbird Properties
Sales & Rentals
Property Management
Lawn Care
redbirdprop.com
405-214-1414

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real property located in Shawnee, Pottawatomie County, Oklahoma:

REDBIRD PROPERTIES LLC
106 W MAIN ST

SHAWNEE OK 74801

REDBIRD PROPERTIES LLC
(Owners, Heirs, and Claimants)

Problem Property: **110 W MAIN ST**

Legal Description: **AP SHAWNEE BLK 23 LOTS 13 THRU 15**

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows:
DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:00 A.M. on **Thursday, December 17, 2020**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

DATED: Thursday, November 19, 2020

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: 
ACTION CENTER / CODE ENFORCEMENT

Property Owner

Name: REDBIRD PROPERTIES LLC

Mailing Address: 106 W MIAN
SHAWNEE, OK 74801
Type: (CI) Comm. Impr.
Tax Dist: (93SB2) Shawnee SD
Millage Rate: 104.41

Property Information

Physical Address: 110 MAIN W

Subdivision: AP Shawnee
Block / Lot: 023 / 013
Size (Acres): 0.000

Extended Legal: AP BLK 23 LOTS 13 THRU 15

Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	10,500	1,260
Building:	43103	5172
Total:	53,603	6,432
Exemptions:		0
Net Assessed:		6,432

Land:

Land Use	Size	Units
Land-(6)	3.00	LT

Taxes:

Estimated Taxes:	\$672	Note: Tax amounts are estimates only. Contact the county treasurer for exact amounts.
Exemptions:	0	

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/1/2012	2012	5841	Warr. Deed	60.00	\$40,000	REDBIRD PROPERTIES LLC		
12/7/2007	2007	24492	Quit Claim	0.00	\$0	BULLARD LARRY A &		
11/30/1993	2260	229	Warr. Deed	0.00	\$15,000	BULLARD DELBERT & GLADYS		

Details for Card 1:

Business Name(s):
Number of Units: 0
Foundation: O1
Struct. Frame: C
Roof Cover: BUILT UP TAR

Total Floor Area:
Interior Finish: O1
Exterior Walls: BRICK VEN
Roof Struct.: FLAT

Dilapidated Building

Hearing Checklist

ADDRESS 110 W. Main

Date: 11-17-20

[illegible]



Bill W <redbirdprop@gmail.com>

106 w main

1 message

Downtown Auto Body <downtownautobodyshawnee@gmail.com>
To: redbirdprop@gmail.com

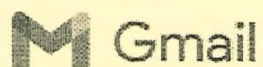
Wed, Dec 16, 2020 at 3:47 PM

As a business on main street we understand the situation with the building in question. While the building may not be in the best of shape we do not think that demolition is the answer. It can be repaired and brought back to life given an opportunity to do so.

--

Downtown Auto Body
118 W Main
Shawnee, OK, 74801
(405)432-5343

110 W. Main
Permit by 3-17-20
Work started before
May 17-20



Bill W <redbirdprop@gmail.com>

Reference

1 message

vincentscarpets@aol.com <vincentscarpets@aol.com>
To: redbirdprop@gmail.com

Wed, Dec 16, 2020 at 9:28 PM

To Whom it May Concern,

I am writing this letter pertaining to the building at 110 W. Main owned by Bill Warmker. As a business owner on Main Street in Shawnee, Bill has been a valued customer for many years and I believe that given more time he will be able to make the required repairs on his building that bring concern to the City of Shawnee

Sincerity,

Mary Vincent

Owner Vincent's Carpet

117 E. Main

Shawnee, OK



Bill W <redbirdprop@gmail.com>

Letter of Reference

1 message

Linda Agee <agee.linda@yahoo.com>

Wed, Dec 16, 2020 at 5:24 PM

Reply-To: Linda Agee <agee.linda@yahoo.com>

To: Bill Warmker <redbirdprop@gmail.com>

To Whom it May Concern:

I am writing to ask that you consider Bill Warmker's request for more time to secure and repair his building on Main Street in downtown Shawnee, rather than condemn the property. I have spoken with him a couple of times about this property and it sounds like he has already taken steps to secure the building and has spoken with contractors about repair estimates.

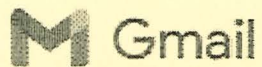
I have known Bill for several yeas and worked with him on a Keep Oklahoma Beautiful Project downtown for which he received an award. I know he cares about downtown and would prefer to see this historic building restored rather than leave another gaping hole on Main Street.

I think it would be to the city's advantage to give him more time and believe he will follow through on the steps necessary to restore the building.

Linda Agee

Former President of the Shawnee Historic Alliance, Inc.

(405) 420-2135



Bill W <redbirdprop@gmail.com>

Main Street building

1 message

Dell Kerbs <okclimo@sbcglobal.net>

Thu, Dec 17, 2020 at 8:11 AM

To: rebecca.blaine@shawneeok.org

Cc: redbirdprop@gmail.com

I understand that Bill has a building up for discussion today. As a business owner downtown and a board member of SEFF I would hate to see another building lost. If there is anyway possible way to keep this from happening that would be greatly appreciated. I agree that we need to hold business owners responsible for maintaining their properties and as we move forward my hope is we continue to work together to make downtown and Shawnee the best it can be.

Thank you for your time and consideration.
Dell Kerbs

Sent from my iPhone

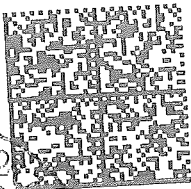
Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

1.65

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1 Larry G. Smith	9 Rock Hollow Shawnee, OK. 74804	.51	.55									
2 Redbird Properties LLC.	106 W. Main	.51	.55									
3 Wen Bin Li	2500 Boardwalk St. Norman, OK. 73069	.51	.55									
 FP  US POSTAGE \$001.65² CORRECTION ZIP 74801 07/27/2021 034A 0081801630 SHAWNEE, OK 74801 JUL 27 2021 USPS												
Total Number of Pieces Mailed by Sender 3		Total Number of Pieces Received at Post Office 3		Postmaster, <i>[Signature]</i> (Name of receiving employee)								

PS. 1.65

See Privacy Act Statement on Reverse



Notice of Hearing Concerning Dilapidated Building(s)

07/27/2021

REDBIRD PROPERTIES LLC
106 W MIAN
SHAWNEE, OK 74801

Problem Property: 110 W MAIN ST
Legal: SHAWNEE AP BLK 23 LOTS 13 THR U 15

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held byand before a hearing officer of said City Planning department at 222 N.Broadway at **9:30 AM.** on **08/12/2021**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING (S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:

Property Owner

Name: REDBIRD PROPERTIES LLC

Mailing Address: 106 W MAIN
SHAWNEE, OK 74801-0000

Type: (CI) Comm. Impr.

Tax Dist: (51) 93 Shawnee bav2

Size (Acres): 0.000

Extended Legal: AP BLK 23 LOTS 13 THRU 15

Property Information

Physical Address: 110 W MAIN

Subdivision: AP SHAWNEE

Block / Lot: 0023 / 0013

S-T-R: N/A

Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$10,500	\$1,260
Building:	45783	5494
Total:	\$56,283	\$6,754

Taxes:

Estimated Taxes:	\$682
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	3	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
5/1/2012	2012	5841	Warr. Deed	60.00	\$40,000	BULLARD LARRY A &	Q	
12/7/2007	2007	24492	Quit Claim	0.00	\$0	BULLARD DELBERT A	Inc. Personal Prop.	
11/30/1993	2260	229	Warr. Deed	0.00	\$15,000	WISSINGER MARGARET	Q	

Building: 1

Age/YC	Condition	Grade	Stories	Effective Age
1920		31	1	102

Avg. Floor Area: 0

Common Wall: 0

Avg. Perimeter: 300

Total Floor Area: 4750

No. Floors: 0

Total Height: 0

Avg. Floor Hgt: 0

Unit Multiplier: 0

Occupancy

Heating/Cooling

Sprinkler

Primary Retail Store (100%)

No HVAC (0%)

N/A

Secondary N/A

N/A

N/A

Building: 2

Age/YC	Condition	Grade	Stories	Effective Age
1920		31	1	102

Avg. Floor Area: 0

Common Wall: 0

Avg. Perimeter: 400

Total Floor Area: 7000

No. Floors: 0

Total Height: 0

Avg. Floor Hgt: 0

Unit Multiplier: 0

Occupancy

Heating/Cooling

Sprinkler

Primary Retail Store (100%)

No HVAC (0%)

N/A

Secondary N/A

N/A

N/A

Re Hearing Checklist

Date: 7-27-21

[illegible]

Regular Board of Commissioners

9.

Meeting Date: 09/07/2021

Rebate Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an amendment to the Sales Tax Rebate Agreement with Elmer Smith Oil Company.

Attachments

Memo

Original Agreement

Amendment

Infrastructure Exhibit



Office of Engineering
MEMORANDUM

DATE: Monday, Sept 7, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Elmer Smith Oil Company Sales tax rebate – Harrison Street Domino Plaza

In November of 2016, the City entered a Sales tax rebate agreement with Elmer Smith Oil Company. The agreement provided the developer, in the form of a rebate, an amount not to exceed \$785,000 in sales tax, generated exclusively from the project. In return, the developer agreed to construct the public infrastructure improvements necessitated by the project. (Public utilities, sidewalk, creation of a park open to the public, public roadway improvements and the installation of a traffic signal.) This agreement is attached for review.

Looking at the project as it sits now, the public infrastructure construction is complete, except for the traffic signal. The developer attempted to permit traffic signals at John C Bruton drive, and at the drive that is now SSM Health's point of entry, however, ODOT denied the request. Since the traffic signal can not be permitted, the developer has requested to alter the original tax rebate agreement by removing \$250,000 from the maximum incentive. This request would reduce the maximum rebate from \$785,000 to \$535,000. \$250,000 was the budgeted amount for a traffic signal back in 2016.

As the Domino development continues to mature, and additional pad sites begin to develop, its important for the City and developer to find a way to honor the original intention of the agreement. With that in mind, see attached amendment to the 2016 agreement.

Attachments:

2016 Elmer Smith Tax Rebate Agreement
Proposed Amendment to agreement
Elmer Smith Infrastructure Exhibit

SALES TAX REBATE AGREEMENT
ELMER SMITH OIL COMPANY

This SALES TAX REBATE AGREEMENT (the "Agreement") is entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation of Pottawatomie County, Oklahoma ("City") and Elmer Smith Oil Company, an Oklahoma Corporation, ("Developer"), whose principal place of business is South Highway 183, Clinton, OK 73601.

WITNESSETH:

A. Developer intends to construct a retail development with an investment of approximately \$33.7 million and projected annual sales of approximately \$25 million when fully developed, designated as the Domino Plaza, on the land described on Exhibit A attached hereto and made a part hereof.

B. The retail development and accompanying improvements contemplated by Developer will promote economic development, stimulate business and commerce, create additional employment opportunities, offer retail shopping opportunities not now available, and generate new property and sales tax revenue.

C. Developer has advised City that a contributing factor that would induce Developer to develop this project would be an agreement by City to provide economic development incentives in the form of a sales tax rebate. The rebate will defray the costs to be incurred by Developer of infrastructure work, public utilities and other work necessitated by the development as more particularly described in Section 12.

D. City is authorized under the laws of the State of Oklahoma including Article 10, Section 14 of the Oklahoma Constitution and the cases decided thereunder to establish economic development programs and to provide sales tax increments for development as part of its economic development plan and for its public purpose as defined in Article 10, Section 14.

E. City has determined that providing economic development incentives pursuant to this Agreement will further public purposes and the economic development goals of City.

F. In connection with the furtherance of public purposes and the economic development goals of City, City has determined that the contemplated improvements to and the use of the land described on Exhibit A are in compliance with the laws and policy of the State of Oklahoma and the City.

G. The Shawnee City Commission has approved the execution of this Agreement by and between City and Developer.

NOW THEREFORE, City and Developer, for good and valuable consideration, do mutually agree as follows:

1. **Definitions.** As utilized herein, the following terms shall have the meanings indicated.

- **"Occupant"** means an occupant of the Project that is operating a business within the Project and either (a) owns fee simple title to the site of its business, or (b) operates its business pursuant to a written lease agreement with Developer or its assigns.
- **"Point of Sale"** the physical location at which a sale of tangible personal property or services taxable under the Oklahoma Sales Tax Code is made in the course of the vendor's business, to be determined as set forth in 68 O.S. 1352 as it may be amended from time to time.
- **"Project"** means the land described on Exhibit A attached hereto and made a part hereof and the improvements thereon. The Project shall also mean the Domino Plaza development and Domino Plaza Addition.
- **"Project Sales Tax Receipts"** means sales taxes actually received by City pursuant to the Oklahoma Tax Code, which were generated from sales conducted within the Project.
- **"Sales Tax Rebate Period"** means the period beginning thirty (30) days after the first reported sales from an Occupant and ending when the sales tax rebate is paid in full or at the end of seven (7) years, whichever occurs first, as set out in Section 3. Any sales tax rebate subject to this Agreement which remains unpaid after the termination of this Agreement and which accrued prior to expiration of the Sales Tax Rebate Period, shall be paid after the termination of this Agreement.

2. **Ownership Interest in Project.** Each party acknowledges and agrees that the Project is located entirely within the city limits of City, is not located in an improvement project financed by tax increment bonds, and does not include any property that is owned or leased by a member of City Council, by a member of City Planning Commission or by an employee of the City. Developer represents and warrants to City that Developer is or will be the owner of the Project and, subject to Section 9 of this Agreement, will hold fee simple title as well as equitable title to the land described on Exhibit A.

3. **Sales Tax Rebate Calculation.** City hereby agrees to provide to Developer, in the form of a rebate, an amount not to exceed \$785,000 in sales tax generated exclusively from the Project. The amount of sales tax provided will be calculated based on the following:

- a) The sales tax rebate will be one-and-one-half percent (1.5%) of taxable sales for a maximum period of seven (7) years. The seven years shall begin when the second occupancy permit is issued in conjunction with the second building constructed. The developer shall be eligible for a sales tax rebate on construction materials purchased in conjunction with the Domino Service Station (Lot 1 of Domino Plaza Addition) pursuant to Section 13 of this agreement.
- b) It is understood and agreed by Developer that if the Project fails to generate sales sufficient within the Sales Tax Rebate Period to result in the transfer of the proposed Sales Tax Rebate amount, City will only transfer the amount of actual sales tax generated according to the above criteria. For example, if the Project only generates enough sales during the Sales Tax Rebate Period to result in \$500,000 in Sales Tax Rebate, City will only pay the amount of \$500,000.
- c) The Developer will not be entitled to a rebate from sales tax collected from any Occupant that relocated its only location in the City to the Project from another location within the city limits of Shawnee.

Except for the sales tax rebate set out above, Developer acknowledges and agrees that City is not obligated to provide any other incentive(s) or assistance as an inducement to construct (1) the Project and on and/or off-site infrastructure/public utility improvements necessitated by the Project.

City covenants and agrees that it will not take any action which would otherwise place Developer in a subordinated position to receive rebate amounts under this Agreement from the Project, it being the intent of the parties that Developer shall have the first right to receive the sales tax rebate described in this Agreement.

4. **Rebate of Project Sales Tax Receipts.**

- a) Thirty days after the end of the first calendar quarter in which sales tax is reported and remitted to the Oklahoma Tax Commission by any Tenant, and on the thirtieth day after the end of every quarter thereafter during the Rebate Period, City will rebate to Developer the Sales Tax Rebate for that applicable period as set forth in this Agreement. If City has any inquiries concerning the Project Sales

Tax Receipts for any Occupant(s) of the Project (including, without limitation, the inability of the Oklahoma Tax Commission to segregate the sales taxes attributable to the location of an Occupant(s) location in the Project versus other locations of such retailer in the City of Shawnee), City shall have the right to withhold payment of any rebate with respect of such Occupant(s) that City may dispute until City receives such additional information as City shall reasonably require.

- b) If a business is located within the Domino Plaza Addition that already has another location in Shawnee and where the business submits combined receipts under one sales tax permit, the Developer shall be rebated at the agreed upon rate times 90% of the increase between the current period and same period with only one location.
- c) Subject to City's obligation below to use reasonable efforts to maintain the confidentiality of the Project Sales Tax Receipts, Developer hereby waives any and all right of confidentiality, which Developer may have in respect of sales taxes generated from the Project. Developer shall use reasonable efforts to cause all leases of the Project and other contracts with Occupants relating to occupancy of the Project that are executed after the date of this Agreement to include provisions in which the Occupant waives, for the benefit of City, any and all rights of confidentiality which such Occupant may have in respect of sales taxes generated from its business at the Project that are reported in such Occupant's normal course of business and are required by City law to be available to the public.
- d) City will obtain from the Oklahoma Tax Commission such sales tax reports as are necessary for City to confirm the Project Sales Tax Receipts for the immediately preceding calendar quarter. If City is unable to obtain the amount of sales taxes generated from the business of an Occupant, then such Occupant shall be deemed to have generated no sales taxes for the purposes of calculating the rebate of Project Sales Tax Receipts unless and until such sales are reported. City shall maintain the confidentiality of the Project Sales Tax Receipts, subject to any laws that may require disclosure thereof. Performance of this provision shall be deemed to have been completed at the end of the Sales Tax Rebate Period or when receipt of the \$785,000 by Developer is complete, whichever is earlier.

5. **Maximum Incentive.** Notwithstanding anything contained herein to the contrary, in no event shall the sum of the cumulative rebates of sales taxes made by City under this Agreement exceed the sum of \$785,000. Accordingly, notwithstanding any

other provision of this Agreement, if the sum of the amounts described herein prior to the expiration of the Sales Tax Rebate Period reaches \$785,000, then as of such date Developer shall not be entitled to any further tax rebates or other incentives under this Agreement.

6. **Validity of Incentives.** It is understood and expressly agreed by Developer that City does not warrant or guarantee that the grant of tax rebates as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority for same or City's use thereof is challenged by court action. In the event such action related to this Agreement is instituted, Developer shall be responsible for defending itself, this Agreement, and the tax rebates hereunder, at Developer's sole cost of defense. Developer and City shall cooperate with each other in defending against such action to the extent permitted by applicable law. Should such litigation result in the loss of tax rebates as previously paid as provided herein, Developer shall be solely responsible for the payment of all taxes due, including all taxes which otherwise would have been paid to City without the benefit of rebates without recourse to City, and without any obligation by City to reimburse same back to Developer.

In the event of any legislative or judicial interpretation that limits or restricts City's ability to rebate the general sales tax rebates herein provided or otherwise extracts or imposes any penalty or other restriction upon the payment of same, such rebate will cease and be of no further force, effect or consequence in which event City shall be under no further obligation to Developer. However, City and Developer may agree to modify the rebate provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon City for the rebate of same. Each party shall be responsible for its respective attorney's fees under this Section 6.

In the event the Oklahoma Tax Commission determines, for any reason, that any sales taxes were erroneously paid or not paid to City from the sales provided for herein and City shall be required to rebate or repay any portion of such taxes, the amount of such rebate or repayment shall be deducted from the calculation of the general sales taxes paid to Developer and in the event the calculation of sales taxes for a Rebate Year shall reflect an overpayment of the payments, as provided for herein, by City to Developer, developer agrees to reimburse City the amount of such overpayment, through an adjustment from the next payment due in the next Rebate Year or following completion of this Agreement should the overpayment occur in the final year. Notice, given in accordance with Section 14 hereof, of any such required adjustment will be provided to developer at the earliest practical date.

7. **Permit Process and Fees.** The Developer will comply with all City permit processes, including the payment of associated fees. The Project must comply with the Planned Unit Development provisions of City and any conditions placed thereon by the City Commission.

8. **Default.** In the event that (a) at any time during the term of this Agreement, taxes owed to City by Developer become delinquent (provided that Developer retains its right to timely and properly follow the legal procedures for protest and/or contest of any such taxes), or (b) Developer breaches any of the terms and conditions of this Agreement, then Developer shall be in default under this Agreement. In the event of such default, City shall give Developer written notice of such default, and if Developer has not cured such default in its entirety within ninety (90) days of said written notice, this Agreement may be terminated by City, in which event Developer shall no longer have the benefit of any rebates set forth herein that accrue on or after the date of such termination. Notice shall be given in accordance with Section 13 hereof. It is expressly agreed that, notwithstanding any termination or expiration of this Agreement, City shall, throughout the period of any applicable statute of limitations, maintain its rights to audit books and records under Section 4 hereof and to collect any amounts owed to City due to miscalculations of the tax rebates provided to Developer hereunder.

9. **Assignment.** In connection with a sale or financing of the Project or any party thereof to a bona fide third party purchaser or related entity or affiliate, Developer shall have the right, without City's consent, to either: (a) assign its rights and obligations under this Agreement; or (b) to retain its rights and obligations under this Agreement. Within thirty (30) days following a sale of the Project, Developer shall provide City written notice of its election of (a) above. In the event Developer elects (a) above, then the assignee ("**New Developer**") shall execute and deliver to City an instrument, reasonably satisfactory to City in form and substance, whereby New Developer (i) agrees that it will continue to operate the Project as a retail shopping center during the remaining term of this Agreement, and (ii) assumes all the obligations of Developer under this Agreement and agrees to be bound by the provisions of this Agreement during the remaining term of this Agreement as if New Developer had been the original Developer hereunder.

10. **Indemnity.** It is understood and agreed between the parties that Developer in performing its obligations hereunder, is acting independently, and City assumes no responsibility or liability in connection therewith to third parties, and Developer agrees to forever indemnify, defend and hold harmless City, its officers, agents and employees, against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Developer, its officers, agents, employees or representatives, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees, contractors or representatives, and in the event of joint and concurrent negligence of both Developer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Oklahoma, without, however, waiving any governmental immunity available to City under Oklahoma law and without waiving any

defenses of the parties under Oklahoma law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

11. **Term.** The term of this Agreement shall expire upon the end of the Sales Tax Rebate Period, unless terminated prior to such time in accordance with the provisions of this Agreement. Any obligations of the parties, as well as any rights and benefits of the parties, which by the express terms of this Agreement or of necessity pertain to a period of time following the termination of this Agreement, shall survive termination.

12. **Public Infrastructure Improvements.** In connection with its construction of the Project, and as a consideration for the rebate of sales tax made by City in a sum not to exceed \$785,000, the Developer will be constructing certain public infrastructure improvements necessitated by the Project including extension of public utilities, installation of a traffic signal at Harrison and Bruton Drive, installation of sidewalks, creation of a park open to the public, and public roadway improvements. These public improvements are subject to Developer's compliance with all City Ordinances and regulations with respect to the construction performed by Developer. Specifically, Developer agrees to construct those public water, sewer, sidewalk and roadway improvements as indicated within the Final Plat as approved by the City Planning Commission and by the City Commission, to be attached hereto and made a part hereof upon the approval and such other items. Upon completion of all listed improvements and acceptance of same by City, Developer will provide to City final hard and soft construction costs (including, but not limited to, interest carry and other financing costs) of each improvement within ninety (90) days of such completion and acceptance by City. The planned park/dog park shall be open to the general public and shall remain a permanent feature of the Project, unless subsequently modified by a Planned Unit Development amendment approved by the City Commission. The park shall be maintained and updated as needed so that it remains a central part of the Project.

13. **Point of Sale Requirements for Construction Purposes.** Developer shall use reasonable efforts to include in the contract it enters into with each contractor for construction of improvements to the Project a requirement that, to the extent feasible, such contractor shall cause construction purchases to be delivered to the Project and use the appropriate Shawnee street address for such purchases and deliveries in such a manner that Oklahoma and local sales and/or use taxes, to the extent applicable, shall apply to such purchases of building items and construction materials. Developer will use reasonable efforts to provide City lists of purchase prices or copies of invoices Developer receives from such contractors for purchases to which this Section 13 applies. Developer agrees that City shall have the right to inspect and audit the books and records of Developer to confirm the total amount of purchases to which this Section 13 applies. In addition, for construction of the first building, the Domino Service Station, the Developer shall be eligible for a rebate of one-half of all City sales tax paid (for a total of 1.5%) for purchases that were made in Shawnee or where materials and equipment were delivered to the site and sales tax paid based on the point of delivery. The City agrees to

remit refund within 30 days of the completion of the Service Station and submittal of all applicable purchase information by the developer and upon confirmation by the City through the Oklahoma Tax Commission. Any money refunded pursuant to this Section shall be included in the cumulative total in accordance with the maximum allowable incentive as set forth in Section 5.

14. **Notices.** Any notice required by this Agreement shall be in writing and shall be deemed to be properly served one (1) day after being deposited with the United States Postal Service, FedEx or other national overnight courier service, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Shawnee
City Manager
16 W 9th Street
Shawnee, OK 74801

If intended for Developer, to:

Martin Smith
Elmer Smith Oil Company
South Highway 183
Clinton, OK 73601

15. **Venue.** The obligations of the parties to this Agreement are performable in Pottawatomie County, Oklahoma, and if legal action is necessary to enforce same, exclusive venue shall lie in Pottawatomie County, Oklahoma.

16. **Applicable Laws.** This Agreement and construction of the Project is made subject to the provisions of the Charter and Ordinances of City, as amended, and all applicable State and federal laws.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Oklahoma.

18. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

20. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

21. **Entire Agreement.** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

22. **Subject to Annual Appropriations.** It is hereby acknowledged that under Oklahoma law, City may not become obligated to transfer money beyond its fiscal year (July 1-June 30) and therefore the covenants to rebate sales taxes made herein by City shall be on a year-to-year basis to be renewed by the annual appropriation for additional one year periods until such time as the pledged sales tax rebate has been paid or the Sales Tax Rebate Period has expired, whichever occurs first.

23. **Article X, Section 26, Oklahoma Constitution.** Notwithstanding any provision contained herein, the parties hereto expressly declare their intention that the covenants of the City regarding the transfer of excess sales tax revenues shall not constitute a debt or obligation of the City in violation of Article X, Section 26 of the Oklahoma Constitution, but that the payments being made to the Developer shall be payable hereunder only to the extent that funds are appropriated by the governing body of the City in any given fiscal year.

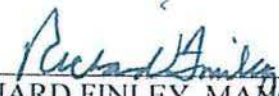
24. **Governmental Tort Claims Act.** By entering into this Agreement, City, and "employees" of the City, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

25. **Contingency.** This Sales Tax Rebate Agreement is contingent upon Developer reaching an agreement with Pottawatomie County for incentives that are approximately equal in value.

EXECUTED to be effective as of this 21st day of Nov., 2016.

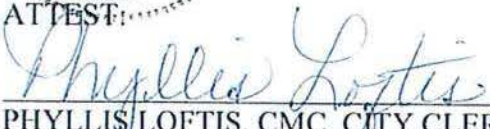
CITY:

CITY OF SHAWNEE, OKLAHOMA,
a Municipal Corporation

By: 
RICHARD FINLEY, MAYOR



ATTEST:


PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

DEVELOPER:

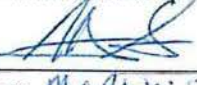
Elmer Smith Oil Company,
a Oklahoma Corporation,



ATTEST:



By: Elmer Smith Oil Company
An Oklahoma corporation

By: 
Name: Martin Smith
Title: President

APPROVED AS TO FORM AND LEGALITY this 22 day of November, 2016.

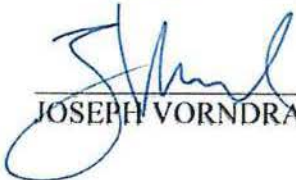

JOSEPH VORNDRAN, CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

A tract of land lying in the West Half of the Southwest Quarter of Section 32, Township 11 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma, and further described as BEGINNING at a point on the south line of said West Half of the Southwest Quarter, 150.08 feet east of the southwest corner of said West Half of the Southwest Quarter, said POINT OF BEGINNING also being the east right of way line of State Highway No. 18;

THENCE North 00°42'25" West along said right of way line a distance of 704.00 feet; THENCE South 89°17'35" West along said right of way line a distance of 10.00 feet; THENCE North 00°42'25" West a distance of 954.52 feet;

THENCE North 10°13'16" East along said right of way line a distance of 191.27 feet to the south line of a 120.00 foot road and utility easement;

THENCE North 89°17'35" East along said south line a distance of 278.92 feet;

THENCE northeasterly along said south line on a curve to the left having a radius of 458.08 feet a distance of 50.57 feet; THENCE South 00°01'41" West and parallel with the west line of said West Half of the Southwest Quarter a distance of 1850.12 feet to the south line of said West Half of the Southwest Quarter;

THENCE South 89°26'29" West along said south line a distance of 331.92 feet to the POINT OF BEGINNING.

Upon recording of the final plat(s) all lots within the Domino Plaza Addition shall be included in the Project area.

FIRST AMENDMENT TO SALES TAX REBATE AGREEMENT

WHEREAS, the Sales Tax Rebate Agreement dated the 21st day of November, 2016 (“Agreement”), entered into between the City of Shawnee, Oklahoma (“Shawnee”), and Elmer Smith Oil Corporation (“Developer”) allows for modification to the Agreement pursuant to Section 21 thereof.

WHEREAS, section 12 of the Agreement previously stated that the Developer will be constructing certain public infrastructure in consideration for the rebate of sales tax made by the City in a sum not to exceed \$785,000.00.

WHEREAS, a traffic signal at the intersection of Harrison and Bruton Drive was included as part of this public infrastructure investment.

WHEREAS, The Oklahoma Department of Transportation (ODOT) has declined to issue a permit for a traffic signal at the aforementioned location, making it impossible for the Developer to construct a traffic signal, and therefore receive a tax rebate of \$250,000.00 as contemplated in the Agreement.

NOW THEREFORE, the Sections 3, 4(d), 5, and 12 of the Agreement shall be modified and amended as follows:

Section 3 shall read as follows:

Sales Tax Rebate Calculation. City hereby agrees to provide to Developer, in the form of a rebate, an amount not to exceed \$535,000 in sales tax generated exclusively from the Project. The amount of sales tax provided will be calculated based on the following:

- (a) The sales tax rebate will be one-and-one half percent (1.5%) of taxable sales for a maximum period of seven (7) years. The seven years shall begin when the secondary occupancy permit is issued in conjunction with the second building constructed. The developer shall be eligible for a sales tax rebate on construction materials purchased in conjunction with the Domino Service Station (Lot 1 of Domino Plaza Addition) pursuant to Section 13 of this agreement.
- (b) It is understood and agreed by Developer that if the Project fails to generate sales sufficient within the Sales Tax Rebate Period to result in the transfer of the proposed Sales Tax Rebate amount, City will only transfer the amount of actual sales tax generated according to the above criteria. For example, if the Project only generates enough sales during the Sales Tax Rebate Period to result in \$500,000 in Sales Tax Rebate, City will only pay the amount of \$500,000.
- (c) The Developer will not be entitled to a rebate from sales tax collected from any Occupant that relocated its only location in the City to the Project from another location within the city limits of Shawnee.

Except for the sales tax rebate set out above, Developer acknowledges and agrees that City is not obligated to provide any other incentive(s) or assistance as an inducement to construct (1) the

Project and (2) on and/or off-site infrastructure/public utility improvements necessitated by the Project.

City covenants and agrees that it will not take any action which would otherwise place Developer in a subordinated position to receive rebate amounts under this Agreement from the Project, it being the intent of the parties that Developer shall have first right to receive the sales tax rebate described in this agreement.

Section 4(d) shall read as follows:

- (d) City will obtain from the Oklahoma Tax Commission such sales tax reports as are necessary for City to confirm the Project Sales Tax Receipts for the immediately preceding calendar quarter. If City is unable to obtain the amount of sales taxes generated from the business of an Occupant, then such Occupant shall be deemed to have generated no sales taxes for the purposes of calculating the rebate of Project Sales Tax Receipts unless and until such sales are reported. City shall maintain the confidentiality of the Project Sales Tax Receipts, subject to any laws that may require disclosure thereof. Performance of this provision shall be deemed to have been completed at the end of the Sales Tax Rebate Period or when the receipt of the \$535,000 by Developer is complete, whichever is earlier.

Section 5 shall read as follows:

Maximum Incentive. Notwithstanding anything contained herein to the contrary, in no event shall the sum of the cumulative rebates of sales taxes made by City under this Agreement exceed the sum of \$535,000. Accordingly, notwithstanding any other provision of this Agreement, if the sum of the amounts described herein prior to the expiration of the Sales Tax Rebate Period reaches \$535,000, as of such date Developer shall not be entitled to any further tax rebates or other incentives under this Agreement.

Section 12 shall read as follows:

Public Infrastructure Improvements. In connection with its construction of the project, and as consideration for the rebate of sales tax made by City in a sum not to exceed \$535,000, the Developer will be constructing certain public infrastructure improvements necessitated by the Project including extension of public utilities, installation of sidewalks, creation of a park open to the public, and public roadway improvements. These public improvements are subject to Developer's compliance with all City Ordinances and Regulations with respect to the construction performed by Developer. Specifically, Developer agrees to construct those public water, sewer, sidewalk and roadway improvements as indicated within the Final Plat as approved by the City Planning Commission and the City Commission, to be attached hereto and made a part hereof upon the approval and such other items. Upon completion of all listed improvements and acceptance of same by City, Developer will provide to City final hard and soft construction costs (including, but not limited to, interest carry and other financing costs) of each improvement within ninety (90) days of such completion and acceptance by the City. The planned park/dog park shall be open to the general public and shall remain a permanent feature of the Project, unless subsequently

modified by a Planned Unit Development amendment approved by the City Commission. The park shall be maintained and updated as need so that it remains a central part of the Project.

EXECUTED to be effective as of this _____ day of _____, 2021.

CITY:

CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation.

By: _____
ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CITY CLERK
(SEAL)

DEVELOPER:

Elmer Smith Oil Corporation,
An Oklahoma Corporation.

By: Elmer Smith Oil Corporation,
An Oklahoma Corporation.

By: _____

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY this _____ day of _____, 2021.

JOSEPH VORNDRAN, CITY ATTORNEY

Elmer Smith Infrastructure Exhibit



John C Bruton Dr.
Improvements

Completed
Sidewalks

John C Bruton Dr

Denied
Traffic Signal
Locations

Installed
Sewer
Line

DOMINO
PLAZA
SEC 2

Completed
Dog Park

N Harrison Ave

DOMINO
PLAZA
SEC 1

45th Street
Public
Improvements

E 45th St

Regular Board of Commissioners

10.

Meeting Date: 09/07/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.

Attachments

Resolution

1471

3370

1914

4910

1491

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OF SAID ITEMS BY AUCTION AND, IN THE EVENT ITEMS DO NOT SELL AT AUCTION, DISPOSAL AT THE CITY'S DISCRETION.

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

That the items of personal property are described as set out in attached Exhibit "A".

Said property is hereby declared City owned items which are surplus items no longer needed for City purposes; that the City of Shawnee is authorized to sell said items by auction. If any items do not sell at the auction, said items may be disposed at the City's discretion.

Adopted this _____ day of _____, 2021

ATTEST:

Ed Bolt, Mayor

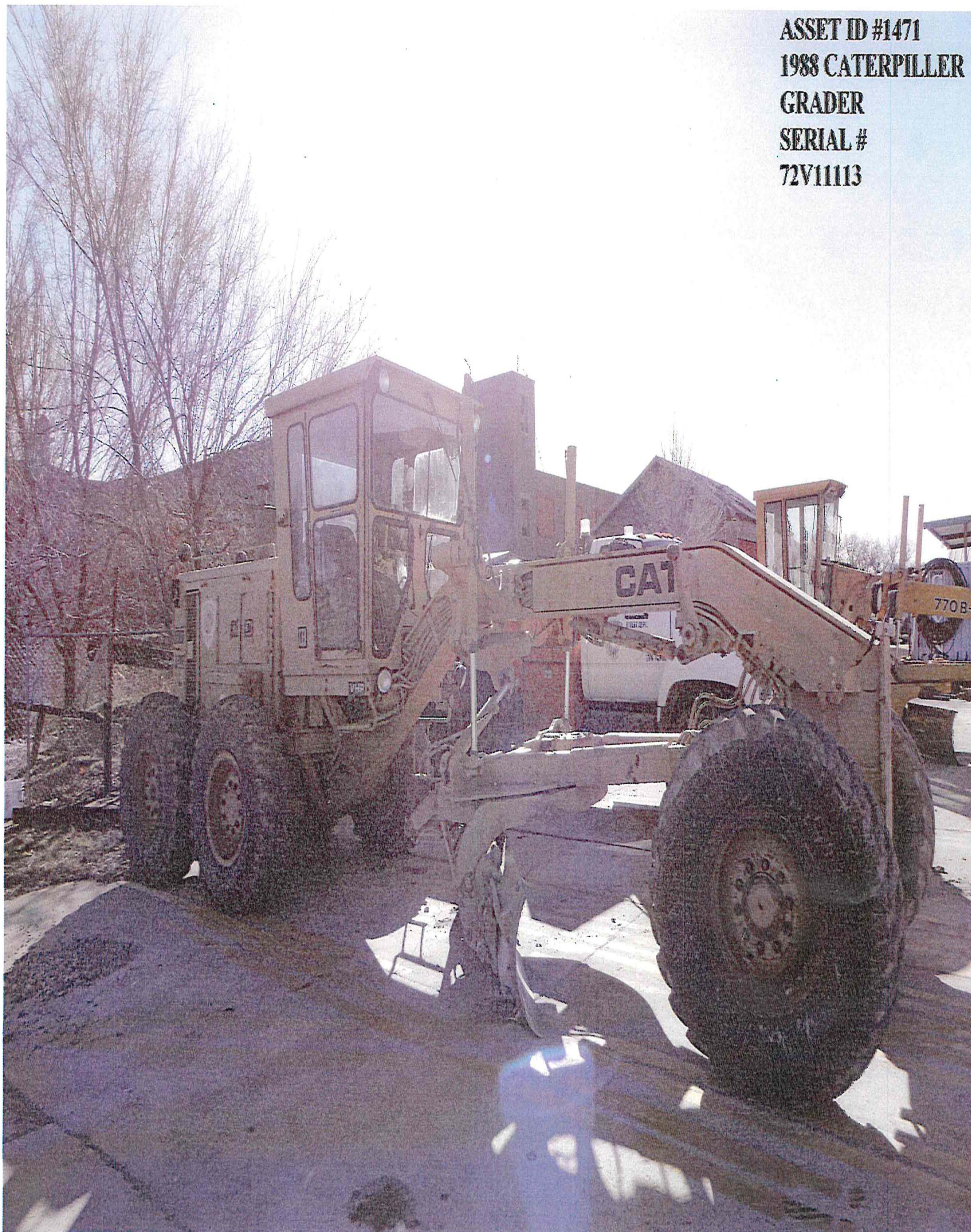
(Seal)

Lisa Lasyone, CMC, City Clerk

Exhibit “A”

ASSET NUMBER	DEPT.	YEAR	QUANTITY	MAKE/ DESCRIPTION	MODEL NUMBER	VIN/SERIAL NUMBER
1471	Street	1988	1	CATERPILLAR GRADER	-	72V11113
3370	Street	2007	1	TYMCO SWEEPER	-	1HTMPAFN37H402907
1914	Parks	-	1	NEW HOLLAND	8160	-
4910	Parks	-	1	JOHN DEERE	310E	T0310EX892411
1491	Parks	-	1	CASE	1845C	JAF0103799

ASSET ID #1471
1988 CATERPILLER
GRADER
SERIAL #
72V11113



ASSET ID # 3370
2006 INTERNATIONAL
TYMCO SWEEPER
SERIAL #
1HTMPAFN37H402907



Asset No. 1914 – New Holland



Asset No. 4910 – John Deere



Asset No. 1491 – Case Skidsteer















Regular Board of Commissioners

11.

Meeting Date: 09/07/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee. *(Deferred from the August 16, 2021 City Commission meeting.)*

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION REMOVING THE TEMPORARY MORATORIUM ON THE GRANTING OF NEW BUSINESS PERMITS AND LICENSES REQUESTED UNDER CHAPTER 8, ARTICLE VIII (MEDICAL MARIJUANA), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE.

WHEREAS the Board of Commissioners for the City of Shawnee passed Resolution No. 6635 issuing a temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII of the Code of Ordinances of the City of Shawnee on the 7th day of June, 2021; and

WHEREAS the Board of Commissioners for the City of Shawnee finds it necessary to review previously imposed restrictions to evaluate their efficiency and need; and

WHEREAS, the Board of Commissioners for the City of Shawnee finds that the temporary moratorium is no longer necessary to protect the health and safety of its citizens.

NOW THEREFORE, the Board of Commissioners of the City of Shawnee sees it appropriate and fitting to remove the temporary moratorium on the granting of new licenses and permits requested under Chapter 8, Article VIII of the Code of Ordinances of the City of Shawnee as passed by Resolution No. 6635 on the 7th day of June, 2021 effective immediately.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Regular Board of Commissioners

12.

Meeting Date: 09/07/2021

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance providing for license and permit requirements; restricting locations of medical marijuana establishments within the City of Shawnee; providing for severability; providing for codification; providing for repeal; and providing for emergency clause.

Attachments

MMJ Density Ord

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA PROVIDING FOR LICENSE AND PERMIT REQUIREMENTS; RESTRICTING LOCATIONS OF MEDICAL MARIJUANA ESTABLISHMENTS WITHIN THE CITY OF SHAWNEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL; AND PROVIDING FOR EMERGENCY CLAUSE.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for, and protect the public health, safety, and welfare of the City of Shawnee, Oklahoma, and by affirming and promoting a healthy environment in the City of Shawnee.

AND WHEREAS, it is the intent of the Mayor and the City Commission to provide for the regulation of Medical marijuana establishments within City limits, and to promulgate rules and economic development interests under the Shawnee Municipal Code;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATTOMIE COUNTY, STATE OF OKLAHOMA, THAT CHAPTER 8 “BUSINESSES, PERMITS AND LICENSES” OF THE CITY CODE BE AMENDED TO ADD THE FOLLOWING SECTION THAT PROVIDES FOR THE ESTABLISHMENT OF LICENSE AND PERMIT REQUIREMENTS AND RESTRICTING LOCATIONS:

SECTION I: Chapter 8 Section 542(h) is amended by, which shall include, and place into effect, the following language:

Section 542(h). – Medical marijuana establishments.

h. A medical marijuana establishment permit will not be granted to any applicants where the proposed location would be located within 1,000 feet of any of the following uses:

1. Within 1,000 feet of another medical marijuana dispensary.

SECTION II: Statutory Construction. It is the intent of the City Commission of the City of Shawnee, Oklahoma to supplement applicable state and federal law and not to duplicate or contradict such law.

SECTION III: Severability. The provisions of this Ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION IV: Codification. This Ordinance shall be codified in the City Municipal Code, and the codifier is authorized to set out the Ordinance, as a whole, as appropriate

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

SECTION VI: Emergency. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that

the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of September, 2021.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately this ____ day of September, 2021.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CITY CLERK

Approved as to form and legality this ____ day of September, 2021.

JOSEPH M. VORNDRAN
CITY ATTORNEY