

AGENDA
BOARD OF CITY COMMISSIONERS
July 19, 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 June 14, 2021 Special Call meeting, June 21, 2021 regular meeting and the June 29, 2021 Special Call meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for June 2021
 - Project Payment Report for June 2021
 - Planning Commission Minutes from the April 7, 2021 regular meeting
 - Traffic Commission Minutes from the April 27, 2021 regular meeting
 - c. Mayor's Appointments:

<u>Planning Commission</u>		
Walter "Jay" Lester, Jr.	1 st Full Term	Expires: June 1, 2024
<i>Reappointment</i>		
Tom Rowell	2 nd Full Term	Expires: June 1, 2024
<i>Reappointment</i>		
Craig Walker	1 st Full Term	Expires June 1, 2024
<i>Reappointment</i>		
<u>Pioneer Library System Board</u>		
Melanne Greenwood	1 st Full Term	Expires: June 30, 2024
<i>Reappointment</i>		

- d. Acknowledge the resignation of Tim Burg from the Zoning Board of Adjustments.
- e. Acceptance of a 2020 Ford F350 Brush Pumper for the Fire Department funded by the Pottawatomie County Sales Tax.
- f. Approval of renewal of the agreement for Fiscal Year 2021-2022 with the City of McLoud Public Works Authority for lease of a mower, city property, for maintenance of Wes Watkins Reservoir.
- g. Lake Lease Transfer:

TRANSFER:

Lot 4 Seck Tract, 33712 Post Office Neck

From: Tod and Lori Harrison

To: Richard and Melissa Fair

- 3. Presentation by Animal Control to present the Pet of the Week.
- 4. Introduction of Shawnee 2020 student/teacher delegation for exchange trip to Nikaho, Japan.

Adult Delegate

Alicia Whiteman - 2020 Chairman

Student Delegates

Addison Brown - Grove School

Avery Ford - Grove School

Boston Busler - Grove School

Carson Atwood - Grove School

Emelia Bronson - Grove School

Emerson Thomas - Shawnee Middle School

Eva Grass - Shawnee Middle School

Evan Babbie - Shawnee Middle School

Isabella Johnson - Shawnee Middle School

Logan Matlock - North Rock Creek

Mikah Teape - Shawnee Middle School

Rachael Yu - Grove School

- 5. Presentation of Purple Heart City Plaque by Mitch Reed, Purple Heart Legislative Ambassador.
- 6. Commission Appointment of Vice Mayor (per Article III, Section 6 of the City Charter.)
- 7. Discussion and consideration to allow staff to submit an application for an Emergency Solution Grant from the Oklahoma Department of Commerce.
- 8. Discussion and consideration of a contract with Eric Benson to serve as Interim City Manager.

9. Discussion and consideration of a contract with Holloway, Updike and Bellen, Inc. (HUB) for engineering services for Cammack and Georgia Gravity Relief Lines.
10. Discussion and consideration of a Services Agreement with White Fox Scooters, Inc.
11. Discussion and possible action to appoint a Shawnee Lake Advisory Committee to assist in the revisions to the lake ordinances.
12. Discussion and consideration of a variance request for minimum separation between a proposed driveway and the Harrison and Independence Street intersection.
13. 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.
14. Public hearing and consideration of an ordinance to rezone property located at 33001 Lake Road, containing approximately 4-acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a wedding venue with the sale and consumption of alcoholic beverage on the premises. Case No. CUP01-21, Applicant: Greta Madson. (Enterprises, LLC). *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*
15. Public hearing and consideration of an ordinance to rezone property located at 15515 Perry Road, containing approximately 1.5-acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a garage/cottage guest house (ADU (Accessory Dwelling Unit)). Case No. CUP02-21, Applicant: Edward and Sandra Moore. *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*
16. Public hearing and consideration of an ordinance to rezone property located at 3715 North Kickapoo Avenue, containing approximately 2.5-acres, from C-2 (Suburban Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District). Case No. RZ06-21, Applicant: Kim Wheeler on behalf of HIA Legacy, LLC. *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*
17. Consideration of year-end budget amendments for Fiscal Year 2020 – 2021 for the following accounts:
 - a. Fund 001 General Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - b. Fund 105 Spay/Neuter Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - c. Fund 106 Hotel/Motel Surcharge Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - d. Fund 107 Police Sales Tax Fund – Clean-up of Fiscal Year 2020-2021 budget.

- e. Fund 108 Fire Sales Tax Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - f. Fund 301 Capital Improvement Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - g. Fund 302 Street Improvement Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - h. Fund 303 2018 Capital Improvement Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - i. Fund 350 Aquatic Center Fund – Clean-up of Fiscal Year 2020-2021 budget.
 - j. Fund 701 Library Fund – Clean-up of Fiscal Year 2020-2021 budget.
18. Consideration of the following budget amendment for Fiscal Year 2021 – 2022:
- a. Fund 001 General Fund – To adjust revenue for Scribner’s error and training budgets for Police Department, and budgeting for the LEPC grant.
 - b. Fund 301 Capital Improvement Fund – To provide for wildland gear.
19. Acknowledge monthly Sales Tax and Budget Reports.
20. Administrative Reports
- a. Edward Byrnes Memorial Grant – Police Chief Mason Wilson
21. New Business
- (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
22. Commissioners Comments
23. 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: 07/19/2021

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 14, 2021 Special Call meeting, June 21, 2021 regular meeting and the June 29, 2021 Special Call meeting.

Attachments

June 14, 2021

June 21, 2021

June 29, 2021

**BOARD OF CITY COMMISSIONERS AND
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND
THE SHAWNEE MUNICIPAL AUTHORITY
CITY OF SHAWNEE
SPECIAL CALLED SESSION
JUNE 14, 2021**

The Board of City Commissioners of the City of Shawnee and the Board of Trustees of the Shawnee Airport Authority and the Shawnee Municipal Authority met in Special Called Session at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 14th day of June, 2021, pursuant to notice duly posted as prescribed by law. Vice Mayor Rutherford presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Absent
Chairman

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: Ed Bolt

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES
OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL
AUTHORITY, OKLAHOMA

You and each of you are hereby notified that by virtue of a call issued by me on this 10th day of June, 2021, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee and the Board of Trustees of the Shawnee Airport Authority and the Shawnee Municipal Authority, Oklahoma in the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 14th day of June, 2021, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be to hold a public hearing for the budget for Fiscal Year 2021-2022.

Witness my hand this 10th day of June, 2021.

(SEAL)

ATTEST:

/s/ Lisa Lasyone
LISA LASYONE, CMC,
CITY CLERK

/s/ Chance Allison
CHANCE ALLISON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 10th day of June, 2021 at 12:20 p.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee and the Board of Trustees of the Shawnee Airport Authority and the Shawnee Municipal Authority, Oklahoma as follows:

A read verification was received from Mayor Ed Bolt via e-mail at 12:49 p.m. on June 10, 2021.

A read verification was not received from Commissioner Daniel Matthews.

A read verification was not received from Commissioner Bob Weaver.

A read verification was received from Commissioner Travis Flood via e-mail at 9:28 a.m. on June, 12, 2021.

A read verification was received from Vice Mayor Darren Rutherford via email at 12:47 p.m. on June 10, 2021.

A read verification was not received from Commissioner Mark Sehorn.

A read verification was received from Commissioner Ben Salter via e-mail at 1:41 p.m. on June 10, 2021.

LISA LASYONE, CMC,
CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA TO BE HELD ON THE 14TH DAY OF JUNE, 2021 AT 6:00 P.M. AT THE SHAWNEE COMMISSION CHAMBERS, 16 WEST NINTH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO HOLD A PUBLIC HEARING FOR THE BUDGET FOR FISCAL YEAR 2021-2022.

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SECTION 4, ARTICLE IV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, A SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE AND THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL AUTHORITY, OKLAHOMA IS HEREBY CALLED TO MEET AT THE CITY COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA AT 6:00 P.M. ON THE 14TH DAY OF JUNE, 2021 TO HOLD A PUBLIC HEARING FOR THE BUDGET FOR FISCAL YEAR 2021-2022.

Witness my hand on this 10th day of June, 2021.

/s/ Chance Allison
CHANCE ALLISON,
CITY MANAGER

(SEAL)

ATTEST:

/s/ Lisa Lasyone
LISA LASYONE, CMC,
CITY CLERK

THE BOARD OF CITY COMMISSIONERS AND THE TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY AND THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION IN THE SHAWNEE COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. VICE MAYOR RUTHERFORD PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:00 P.M.

PRESENT AT ROLL CALL: Matthews, Weaver, Flood, Rutherford, Sehorn, Salter
ABSENT AT ROLL CALL: Bolt

DECLARATION OF A QUORUM

AGENDA ITEM NO. 1: Public hearing for the budget for Fiscal Year 2021-2022.

Finance Director Ashley Neel explained the projected revenue for the General Fund is \$23,633,022 with expenditures being approximately \$23,631,957. These figures include a 2% increase from the Fiscal Year 2020-2021 budget. The Shawnee Municipal Authority projected revenue is \$18,813,608 and expenditures are approximately \$18,873,572. The Capital Improvement Fund projected revenue is \$2,710,685 and expenditures are approximately \$2,640,862. Ms. Neel presented highlights on each fund.

Vice Mayor Rutherford declared a public hearing in session to consider the budget for Fiscal Year 2021-2022. Mr. Michael Savage appeared in favor of said budget. No one appeared against said budget. The public hearing was closed.

AGENDA ITEM NO. 2: ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Vice Chair at 6:18 p.m.

DARREN RUTHERFORD, VICE MAYOR

(SEAL)

ATTEST:

KACIE ECK,
SENIOR DEPUTY CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 21, 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, June 21, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 3:33 p.m. on June 18, 2021. Mayor Bolt presided and 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 Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Richard Finley commented on Commissioner Weaver and the potential commercialization of the Shawnee Twin Lakes.

Ms. Dawn Ramsey addressed her concerns with the handicap kayak ramp at Shawnee Twin Lake No. 2.

Mr. Rob Morris spoke regarding the Shawnee Twin Lakes and board vacancies.

Ms. Fran Topping expressed her support for Ms. Lauren Craig and the Homeless Initiative.

Mr. Michael Savage thanked the City Commission and spoke about community involvement.

Mrs. Reta Sparks addressed concerns with Airbnb's located at the Shawnee Twin Lakes.

Mr. Andrew Johnson spoke in support of the Homeless Initiative.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the June 7, 2021 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for May 2021
 - Project Payment Report for May 2021
 - Parks and Recreation Board Minutes from the March 11, 2021 and April 8, 2021 regular meetings
- c. Mayor's Appointments:
 - Pioneer Library System Board
 - Rebecca "Becky" Brown 1st Full Term Expires: June 30, 2024
 - Reappointment*
- d. Acknowledge the resignation of Pam Robinson from the Senior Citizens of Shawnee Board.
- e. Acknowledge the contract for Solid Waste Collection, Recycling and Disposal Services with Central Disposal contract for Fiscal Year 2021-2022.
- f. Acknowledge the Management Agreement with Global Spectrum, LP d/b/a Spectra Venue Management for Fiscal Year 2021-2022 for management services of the Heart of Oklahoma Exposition Center.

- g. Acceptance of a permanent utility easement for Cedar Ridge Investments, LLC.
- h. Approve renewal of the following agreements for Fiscal Year 2021-2022:
 - 1) Agreement with the Shawnee Shotgun Club for use of City Property known as Shawnee Twin Lakes Trap Range.
 - 2) Agreement with Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees, and patrons of GCTC.
 - 3) Agreement with Independent School District No. 93 also known as Shawnee Public Schools for supplemental police services.
 - 4) Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.

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

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

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officer Baxley and Officer Spoon introduced Monday, an eight-week-old female kitten. Monday is up for adoption.

Officer Baxley advised that the Animal Shelter currently has eighteen dogs, nine cats, and a pig.

AGENDA ITEM NO. 4:

Consideration and possible action to cancel the regular scheduled July 6, 2021 City Commission, Shawnee Airport Authority, and Shawnee Municipal Authority meetings.

A motion was made by Commissioner Sehorn, seconded by Mayor Bolt, to cancel the regular scheduled July 6, 2021 City Commission, Shawnee Airport Authority, and Shawnee Municipal Authority meetings. Motion carried 6-1.

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

NAY: Matthews

AGENDA ITEM NO. 5:

Presentation by Lauren Craig, Homeless Service Coordinator, regarding the Homeless Initiative.

Ms. Lauren Craig, Homeless Service Coordinator, gave a presentation regarding the Homeless Initiative. She thanked volunteers, city officials, and donors that have helped the initiative. Ms. Craig gave a special thank you to Miss Paityn Silas and her family for their generosity and compassion. Ms. Craig explained the process and goals of the Homeless Initiative and shared information they had gathered over the past few months.

AGENDA ITEM NO. 6:

Consideration and possible action to approve a Citizen Participation Plan (CPP) for the City of Shawnee and Community Development Office regarding the Community Development Block Grant Coronavirus Disease Relief Program (CDBG-CV).

Homeless Service Coordinator Lauren Craig explained the Citizen Participation Plan (CPP) is required for the City to receive funds from the Community Development Block Grant Coronavirus Disease Relief Program (CDBG-CV).

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve a Citizen Participation Plan (CPP) for the City of Shawnee and Community Development Office regarding the Community Development Block Grant Coronavirus Disease Relief Program (CDBG-CV). Motion carried 6-0-1.

Commissioner Matthews explained his abstention vote was due to a possibility the Grant would benefit the Community Market of Pottawatomie County, of which he is the executive director.

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

NAY: None

ABSTAIN: Matthews

AGENDA ITEM NO. 7:

Consideration of a resolution regarding the Community Development Block Grant – Coronavirus Response (CDBG-CV) 2020 CDBG-CV Program.

Homeless Service Coordinator Lauren Craig explained this resolution is in conjunction with Agenda Item No. 6 and required for the Community Development Block Grant.

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to approve a resolution regarding the Community Development Block Grant – Coronavirus Response (CDBG-CV) 2020 CDBG-CV Program.

Resolution No. 6636 was introduced.

A RESOLUTION REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE (CDBG-CV) PROGRAM.

Motion carried 6-0-1.

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

NAY: None

ABSTAIN: Matthews

AGENDA ITEM NO. 8:

Discussion, consideration, and possible action of an Appeal of an Administrative Order regarding the demolition of a residential structure located at 2005 North Broadway Avenue.

City Attorney Joe Vorndran explained the City is continuing to work with the property owner and his counsel regarding. He explained Staff recommends deferring the item to a future City Commission meeting with the condition that progress continue to be done to the structure.

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

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

NAY: None

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 33001 Lake Road, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a wedding venue with the sale and consumption of alcoholic beverage on the premises. Case No. CUP01-21, Applicant: Greta Madson. (Enterprises, LLC). *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*

City Manager Chance Allison gave a staff report on Agenda Item Nos. 9, 10, and 11. He advised that the public hearing has been rescheduled from the June 21, 2021 to the July 19, 2021 City Commission meeting.

There was no action taken.

AGENDA ITEM NO.10:

Public hearing and consideration of an ordinance to rezone property located at 15515 Perry Road, A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a garage/cottage guest house (ADU (Accessory Dwelling Unit). Case No. CUP02-21, Applicant: Edward and Sandra Moore. *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*

There was no action taken.

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance to rezone property located at 3715 North Kickapoo Avenue, from C-2 (Limited Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District). Case No.

RZ06-21, Applicant: Kim Wheeler on behalf of HIA Legacy, LLC. *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*

There was no action taken.

AGENDA ITEM NO. 12:

Consideration of approval of Fiscal Year 2021-2022 budget.

Finance Director Ashley Neel explained there were no significant changes from the public hearing held on June 14, 2021.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve the Fiscal Year 2021-2022 budget. Motion carried 7-0.

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

AGENDA ITEM NO. 13:

Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2021 through June 30, 2022 finding all things requisite and necessary have been done in preparation and presentation of budget.

Finance Director Ashely Neel explained this resolution is required to appropriate each fund related to Agenda Item No. 12.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a resolution adopting the budget for the City of Shawnee for the period of July 1, 2021 through June 30, 2022 finding all things requisite and necessary have been done in preparation and presentation of budget.

Resolution No. 6637 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

Motion carried 7-0.

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

AGENDA ITEM NO. 14: Acknowledge monthly Sales Tax and Budget Reports.

Finance Director Ashley Neel reported sales tax is up \$2,865,648.00, or 13.37%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$84,633.00, or 3.37%, over the projected budget year-to-date.

AGENDA ITEM NO. 15: 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. 16: Commissioners Comments

The Commissioners thanked Finance Director Ashley Neel for her work on the budget and OpenGov. They also thanked Homeless Servicers Coordinator Lauren Craig for her work on the Homeless Initiative.

The Commissioners also commented on the Blues on Broadway and Juneteenth events that happened last weekend.

Commissioner Flood thanked citizens for speaking during Citizens Participation.

Commissioner Matthews expressed his pride for the Community.

AGENDA ITEM NO. 17: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:29 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, SENIOR DEPUTY CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
JUNE 29, 2021

The Board of City Commissioners of the City of Shawnee met in Special Called Session at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma Tuesday, June 29th, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Bolt presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Ed Bolt
Chairman

Daniel Matthews
Commissioner Ward 1

Absent
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: Bob Weaver

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 25th day of June, 2021, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma in the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 29th day of June, 2021, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be to discuss, consider, and possibly enter into executive session for discussion related to the employment of City Manager in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee."

Witness my hand this 25th day of June, 2021.

(SEAL)

ATTEST:

/s/ Lisa Lasyone

LISA LASYONE, CMC
CITY CLERK

/s/ Chance Allison

CHANCE ALLISON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 25th day of June, 2021 at 4:13 p.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma:

A read verification was received from Mayor Ed Bolt via e-mail at 4:49 p.m. on June 25, 2021.

A read verification was received from Commissioner Daniel Matthews via e-mail at 4:31 p.m. on June 25, 2021.

A read verification was not received from Commissioner Bob Weaver.

A read verification was received from Commissioner Travis Flood via e-mail at 1:18 p.m. on June 26, 2021.

A read verification was not received from Vice Mayor Rutherford.

A read verification was not received from Commissioner Mark Sehorn.

A read verification was received from Commissioner Ben Salter via e-mail at 4:01 a.m. on June 26, 2021.

LISA LASYONE, CMC
CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 29TH DAY OF JUNE 2021 AT 6:00 P.M. AT THE SHAWNEE COMMISSION CHAMBERS, 16 WEST NINTH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO DISCUSS, CONSIDER, AND POSSIBLY ENTER INTO EXECUTIVE SESSION FOR DISCUSSION RELATED TO THE EMPLOYMENT OF CITY MANAGER IN ACCORDANCE WITH 25 O.S. § 307(B)(1) "DISCUSSING THE EMPLOYMENT, HIRING, APPOINTMENT, DEMOTION, DISCIPLINING, OR RESIGNATION OF ANY INDIVIDUAL SALARIED PUBLIC OFFICER OR EMPLOYEE."

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the City Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 29th day of June, 2021 to discuss, consider, and possibly enter into executive session for discussion related to the employment of City Manager in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee."

Witness my hand this 25th day of June, 2021.

/s/ Chance Allison
CHANCE ALLISON
CITY MANAGER

(SEAL)

ATTEST:

/s/ Lisa Lasyone
LISA LASYONE, CMC
CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION IN THE SHAWNEE COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA TUESDAY, JUNE 29, 2021 AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR BOLT PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:00 P.M.

PRESENT AT ROLL CALL: Matthews, Flood, Bolt, Rutherford, Sehorn, Salter

ABSENT AT ROLL CALL: Weaver

DECLARATION OF A QUORUM

AGENDA ITEM NO. 1:

Discussion, consideration, and possible action to enter into executive session for discussion related to the employment of City Manager in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to enter into executive session for discussion related to the employment of City Manager in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee." Motion carried 6-0.

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

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 6:02 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 6:37 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 2:

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

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to empower the City Attorney to enter into negotiations with Eric Benson to be the Interim City Manager. Motion carried 6-0.

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

A motion to was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to allow the Mayor to appoint a search committee for the hiring of a City Manager. Motion carried 6-0.

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

A motion to was made by the Mayor, seconded by Vice Mayor Rutherford, to appoint Chance Allison, Commissioner Daniel Matthews, Vice Mayor Darren Rutherford, Jennifer Greenland, Eric Benson and himself as Mayor to the City Manager Search Committee. Motion carried 6-0.

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

AGENDA ITEM NO. 3:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair at 6:41 p.m.

(SEAL)

ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC
CITY CLERK

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

Meeting Date: 07/19/2021

Reports & Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for June 2021
- Project Payment Report for June 2021
- Planning Commission Minutes from the April 7, 2021 regular meeting
- Traffic Commission Minutes from the April 27, 2021 regular meeting

Attachments

License Payment Report

Project Payment Report

Planning Minutes

Traffic Minutes



06/01/2021 - 06/30/2021

Name	Contractor	Fee Name	Payment Date	Fee Amount
HAC, INC dba HOMELAND STORE #196	MIKE BROWN	Beer and Wine - Renewal	6/29/2021	450.00
HAC, INC dba HOMELAND STORE #198	MIKE BROWN	Beer and Wine - Renewal	6/29/2021	450.00
HYDROGEN FOR HEALTH	STANLEY CURRY	Alarm Registration - Annual Renewal	6/28/2021	15.00
HUTCHINSON CONSTRUCTI ON	LANCE HUTCHINSON	Demolition	6/28/2021	75.00
RICHARD FAIR	MELISSA FAIR	Lake Lease	6/25/2021	746.00
RICHARD FAIR	MELISSA FAIR	Transfer fee	6/25/2021	1,000.00
RICHARD FAIR	MELISSA FAIR	Inspection	6/25/2021	75.00
MY INSURANCE AGENT, INC	JEFFREY STARK	Retail	6/25/2021	50.00
FIRST UNITED BANK	AMANDA JOHNSON	Food Truck	6/24/2021	200.00
WAGGONER'S HEAT & AIR	TONY WAGGONER	Contractor License - Initial	6/24/2021	100.00
SAM VASQUEZ		Alarm Registration - Annual Renewal	6/24/2021	15.00
GROVE ELECTRICAL SOLUTIONS LLC	JOHN W GROVE	Contractor License - Initial	6/23/2021	100.00

Entity Fee Report

Name	Contractor	Fee Name	Payment Date	Fee Amount
JACK'S ICE CREAM INC	SEORA L LIGHTNER	Itinerant Merchant - Yearly	6/22/2021	50.00
CASEY'S	JULIA JACKOWSKI	Alarm Registration - Initial	6/21/2021	25.00
RICK AUSTIN	DANA AUSTIN	Alarm Registration - Annual Renewal	6/15/2021	15.00
RICK AUSTIN	DANA AUSTIN	Alarm Registration - Annual Renewal	6/15/2021	15.00
DELTA ELECTRICAL CONTRACTORS, INC	MICHAEL J STALSWORTH	Contractor License - Initial	6/15/2021	100.00
KICKAPOO MARKET	IN YONG KIM	Beer and Wine - Renewal	6/15/2021	450.00
KICKAPOO MARKET	IN YONG KIM	Beer and Wine - Renewal	6/15/2021	450.00
KICKAPOO MARKET	IN YONG KIM	Beer and Wine - Renewal	6/15/2021	450.00
QUICK STOP	IN YONG KIM	Beer and Wine - Renewal	6/15/2021	450.00
QUICK STOP	IN YONG KIM	Beer and Wine - Renewal	6/15/2021	450.00
TMAX ELECTRIC	TREY MAXEY	Contractor License - Initial	6/15/2021	100.00
BIANCA WADE	MOREMOBILE, LLC	Itinerant Merchant - Yearly	6/22/2021	50.00
GOLDMANN'S ELECTRIC	W. WARREN GOLDMANN	Contractor License - Initial	6/7/2021	100.00
DGC HEAT & AIR	DAVID CHAPMAN	Contractor License - Initial	6/10/2021	100.00

Name	Contractor	Fee Name	Payment Date	Fee Amount
HOLT ELECTRIC, LLC	RONNY HOLT	Contractor License - Initial	6/10/2021	100.00
GOLDMANN'S ELECTRIC	W. WARREN GOLDMANN	Contractor License - Initial	6/7/2021	100.00
DANA BROWNING		Lake Lease	6/4/2021	746.00
AFFORDABLE LEAK DETECTION	MARTIN CASTILLO	Contractor License - Initial	6/3/2021	100.00
BANCFIRST		Alarm Registration - Annual Renewal	6/2/2021	15.00
BANCFIRST		Alarm Registration - Annual Renewal	6/2/2021	15.00
BANCFIRST		Alarm Registration - Annual Renewal	6/2/2021	15.00
BANCFIRST		Alarm Registration - Annual Renewal	6/2/2021	15.00
HAROLD HECK	SHIRLEY HECK	Alarm Registration - Annual Renewal	6/2/2021	15.00
MCAFEE ELECTRIC INC	JAROD MCAFEE	Contractor License - Initial	6/1/2021	100.00
FRATELI'S	YKSEL BASHKIMI	Beer and Wine - Renewal	6/1/2021	450.00
				7,752.00

Total Records: 37

7/1/2021



06/01/2021 - 06/30/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210572	6/30/2021	B - Swimming Pool	4600 KELLYE GREEN	ROCK CREEK POOLS LLC	NEW INSTALLATION	68,000
20210571	6/30/2021	O - Sign	1105 E HIGHLAND	SIGN FACTORY LLC	NEW INSTALLATION	1,200
20210570	6/30/2021	P - Plumbing	10 CHEVY CHASE	STANLEY PLUMBING SERVICE	NEW INSTALL	0
20210569	6/30/2021	E - Electrical	308 W 10TH ST	FULL SPEED ELECTRIC LLC	REMODEL	0
20210567	6/30/2021	P - Plumbing	635 N HOBSON	DALE'S PLUMBING	REPAIR	0
20210566	6/29/2021	O - Demolition and Moving	1229 E 10TH	K & M DIRT SERVICES, LLC	DEMOLITION	0
20210565	6/29/2021	O - Demolition and Moving	822 N KENNEDY AVE	K & M DIRT SERVICES, LLC	DEMOLITION	0
20210564	6/29/2021	ZBOA - Zoning Variance	33808 BELCHER RD	DANIEL & ALISON COPE	VARIANCE	0
20210563	6/29/2021	PC - Lot Split	33808 BELCHER RD	DANIEL & ALISON COPE	LOT SPLIT	0
20210562	6/28/2021	O - Demolition and Moving	801 S BEARD	HUTCHINSON CONSTRUCTION	DEMOLITION	0
20210561	6/28/2021	P - Plumbing	1501 E MAIN	JIMMY'S PLUMBING	GAS TEST	0
20210560	6/28/2021	B - Residential - Add On	202 N PARK	PADDOCKS BUILDING AND REPAIR	ADD ON	4,000
20210559	6/28/2021	E - Electrical	1506 N MARKET	RANDY PORTER ELECTRIC	REMODEL	0

Monthly - City Clerk

Square Feet	Total Fees
640	\$64.50
32	\$50.00
0	\$54.50
0	\$54.50
0	\$54.50
0	
0	
0	\$90.00
0	\$229.00
0	\$50.00
0	\$54.50
260	\$59.75
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210558	6/25/2021	B - Residential - Remodel	2005 N BROADWAY	LARRY G SMITH	REMODEL	60,000
20210556	6/24/2021	B - Storm Shelter	2525 BRADFORD CT	GENE STARK	NEW INSTALLATION	0
20210555	6/24/2021	M - Mechanical	7803 N KICKAPOO AVE	WAGGONER'S HEAT AND AIR	CHANGE OUT	0
20210554	6/24/2021	M - Mechanical	400 W MACARTHUR ST	ACOCK CLIMATE CONTROL	NEW INSTALL	0
20210553	6/24/2021	O - Paving Cut and Boring	1601 N BROADWAY	TSU ONE	ROAD BORE	0
20210552	6/24/2021	B - Storm Shelter	2689 SOMERSET DR	VERONICA TASSEY	STORM SHELTER	4,250
20210551	6/24/2021	O - Paving Cut and Boring	1501 N SHAWNEE AVE	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210550	6/23/2021	M - Mechanical	2506 N HARRISON AVE	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20210549	6/23/2021	P - Plumbing	12 SEQUOYAH	STANLEY PLUMBING SERVICES, LLC	RESET	0
20210548	6/23/2021	P - Plumbing	2615 N BEARD	SHARP HVACR	REPAIR	0
20210547	6/23/2021	E - Electrical	1526 N HARRISON AVE	RODGERS ELECTRIC	REPAIR	0
20210546	6/23/2021	O - Paving Cut and Boring	1106 N KICKAPOO AVE	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210545	6/23/2021	B - Commercial - New	309 N BROADWAY	LIPPERT BROS., INC	NEW CONSTRUCTION	5,500,000
20210544	6/22/2021	B - Residential - Remodel	8 BRIARWOOD	PRO ELITE RENOVATIONS LLC	REMODEL	24,250
20210543	6/22/2021	P - Plumbing	653 N Kickapoo	DALE'S PLUMBING	REPAIR	0

Square Feet	Total Fees
1,292	\$279.05
0	\$29.50
0	\$54.50
0	\$104.50
0	
18	\$29.50
0	\$60.00
0	\$192.00
0	\$54.50
0	\$54.50
0	\$54.50
0	\$60.00
17,738	\$4,439.00
400	
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210542	6/22/2021	B - Residential - New	1220 INVERNESS CIR	SWM & SONS	NEW CONSTRUCTION	776,500
20210541	6/22/2021	B - Residential - New	76 SONATA LN	SWM & SONS	NEW CONSTRUCTION	642,875
20210540	6/22/2021	P - Plumbing	1100 E WAYNE ST	CS PLUMBING	REPAIR	0
20210539	6/22/2021	O - Demolition and Moving	224 S OKLAHOMA	G & G SERVICES LLC	DEMOLITION	0
20210538	6/22/2021	O - Curb Cut, Driveway and Sidewalk	301 E 40TH ST	JESSE HERRING	REPLACE EXISTING	0
20210537	6/21/2021	B - Residential - New	107 W GEORGIA	ABNER MONTERROS O	NEW CONSTRUCTION	170,000
20210536	6/21/2021	E - Electrical	31820 INGRAM RD	ABOVE ALL ELECTRICAL SOLUTIONS	NEW SERVICE	0
20210535	6/21/2021	P - Plumbing	1203 N OKLAHOMA AVE	VETERAN PLUMBING SERVICES	REPAIR	0
20210534	6/21/2021	P - Plumbing	1602 N CENTER AVE	VETERAN PLUMBING SERVICES	REPAIR	0
20210533	6/21/2021	M - Mechanical	33991 LAKE RD	STEVE'S ELECTRIC LLC	SERVICE UPGRADE	0
20210532	6/21/2021	M - Mechanical	1414 LAVERNE AVE	METRO HVAC	CHANGE OUT	0
20210531	6/18/2021	B - Swimming Pool	1016 MUIRFIELD DR	BOWEN POOLS & SPAS	NEW INSTALLATION	100,000
20210530	6/18/2021	O - Sign	3703 N KICKAPOO AVE	A-MAX SIGNS CO., INC	NEW INSTALLATION	4,000
20210529	6/18/2021	M - Mechanical	2329 LIBERTY	KELCH'S TOTAL COMFORT, LLC	NEW GAS LINE	0
20210528	6/17/2021	B - Storm Shelter	1808 LANTANA CT	ROGER RUTHERFORD	NEW INSTALLATION	2,750

Square Feet	Total Fees
6,212	\$2,049.55
5,143	\$1,447.39
0	\$54.50
0	\$50.00
0	\$50.00
2,388	
0	\$54.50
0	\$54.50
0	\$54.50
0	\$104.50
0	\$54.50
680	\$64.50
32	
0	
48	\$29.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210527	6/17/2021	P - Plumbing	1913 N PARK	COMPLETE PLUMBING LLC	REPLACE	0
20210526	6/17/2021	P - Plumbing	616 W BURNS ST	CHRISTOPHER BRIERLY	REPLACE	0
20210525	6/17/2021	B - Accessory Structure	16164 PATTERSON RD	CHRISTOPHER WILSON	NEW CONSTRUCTION	25,000
20210524	6/17/2021	E - Electrical	324 W INDEPENDENCE ST	GOLDMANN'S ELECTRIC	REMODEL	0
20210523	6/17/2021	B - Commercial - New	3900 N UNION AVE #401	MEEK DEVELOPMENT, LLC	NEW CONSTRUCTION	470,000
20210522	6/16/2021	M - Mechanical	4 S TENNESSEE	AMERICAN AIR CONDITIONING	CHANGE OUT	0
20210521	6/16/2021	M - Mechanical	105 N WOODLAND AVE	AMERICAN AIR CONDITIONING	CHANGE OUT	0
20210520	6/16/2021	M - Mechanical	1 MILSTEAD CIR	AMERICAN AIR CONDITIONING	CHANG OUT	0
20210519	6/16/2021	M - Mechanical	602 N KICKAPOO	GREGGS CLIMATE CONTROL	NEW INSTALL	0
20210518	6/15/2021	P - Plumbing	1522 N ELM	QUALITY PLUMBING	PRESSURE TEST	0
20210517	6/15/2021	P - Plumbing	1520 N ELM	QUALITY PLUMBING	PRESSURE TEST	0
20210516	6/15/2021	E - Electrical	27 E SEVERN	SHINE SOLAR	NEW INSTALLATION	0
20210515	6/15/2021	PC - Deed Approval	315 W 9TH ST	SOUTH CENTRAL INDUSTRIES, INC	LOT SPLIT	0
20210514	6/15/2021	B - Residential - New	322 N PARK	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	135,000

Square Feet	Total Fees
0	\$54.50
0	\$54.50
1,200	
0	\$54.50
4,340	\$1,914.50
0	\$450.00
0	\$1,150.00
0	\$1,287.50
0	\$54.50
0	
0	\$109.00
0	\$54.50
0	\$50.00
2,144	\$1,185.10

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210513	6/15/2021	B - Residential - New	227 S PENNSYLVANIA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210512	6/15/2021	B - Residential - New	235 S PENNSYLVANIA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210511	6/15/2021	B - Residential - New	328 S MINNESOTA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210510	6/15/2021	B - Residential - New	242 S MINNESOTA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210509	6/15/2021	B - Residential - New	236 S MINNESOTA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210508	6/15/2021	B - Residential - New	227 S MINNESOTA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210507	6/15/2021	B - Residential - New	225 S MINNESOTA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210506	6/15/2021	B - Residential - New	221 S OKLAHOMA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210505	6/15/2021	B - Residential - New	217 S OKLAHOMA	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210504	6/15/2021	B - Residential - New	312 S MARKET	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210503	6/15/2021	B - Residential - New	500 S PARK	MIKE LITTLE CONSTRUCTION	NEW CONSTRUCTION	130,000
20210502	6/15/2021	B - Storm Shelter	4307 N AYDELOTTE AVE	ADAM DAN	NEW INSTALLATION	3,650
20210501	6/15/2021	P - Plumbing	422 S MARKET AVE	DALE'S PLUMBING	REPLACE	0
20210500	6/15/2021	O - Sign	3703 N KICKAPOO AVE	A-MAX SIGNS CO., INC	NEW INSTALLATION	4,000
20210499	6/14/2021	B - Accessory Structure	1011 E FARRALL ST	PAULA LOUDERDALE	NEW INSTALLATION	33,200

Square Feet	Total Fees
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
1,925	\$1,138.56
48	\$29.50
0	\$54.50
37	\$100.00
1,800	\$387.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210498	6/14/2021	P - Plumbing	510 N IONE AVE	DALE'S PLUMBING	NEW TAP	0
20210497	6/14/2021	E - Electrical	1807 LARKIN LN	TMAX ELECTRIC	NEW INSTALLATION	0
20210496	6/11/2021	M - Mechanical		SPARKS HEAT & AIR	CHANGE OUT	0
20210495	6/10/2021	O - Paving Cut and Boring	1603 N BROADWAY	TSU ONE	ROAD BORE	0
20210494	6/10/2021	O - Paving Cut and Boring	413 W FRANKLIN	TSU ONE	ROAD BORE	0
20210493	6/10/2021	O - Paving Cut and Boring	409 W FRANKLIN	TSU ONE	ROAD BORE	0
20210492	6/10/2021	O - Sign	4848 N KICKAPOO AVE	CLAUDE NEON FEDERAL SIGNS	FACE CHANGES	16,000
20210491	6/10/2021	O - Demolition and Moving	111 N KICKAPOO	M & M WRECKING, INC	DEMOLITION	0
20210490	6/10/2021	O - Demolition and Moving	103 N KICKAPOO	M & M WRECKING, INC	DEMOLITION	0
20210489	6/10/2021	M - Mechanical	805 W AYER ST	DGC HEAT & AIR LLC	NEW INSTALLATION/DUCT WORK	0
20210488	6/10/2021	P - Plumbing	1323 N TUCKER	DALE'S PLUMBING	REPAIR	0
20210487	6/10/2021	P - Plumbing	1910 N PARK AVE	COMPLETE PLUMBING	REPAIR	0
20210486	6/9/2021	B - Storm Shelter	4528 CHURCHILL	BRENDA MURRAY	NEW INSTALLATION	4,200
20210485	6/9/2021	P - Plumbing	2615 N KICKAPOO	MULLIN PLUMBING	REPLACE EXISTING	0
20210484	6/9/2021	O - Paving Cut and Boring	715 N UNION	DALE'S PLUMBING	REPAIR	0
20210483	6/9/2021	P - Plumbing	715 N UNION	DALE'S PLUMBING	REPAIR	0

Square Feet	Total Fees
0	\$379.50
0	\$54.50
0	\$192.00
0	
0	
0	
0	\$300.00
0	
0	
0	\$479.50
0	\$54.50
0	\$54.50
24	\$29.50
0	\$54.50
0	\$60.00
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210482	6/9/2021	P - Plumbing	1305 E CHANDLER	DALE'S PLUMBING	REPAIR	0
20210481	6/9/2021	P - Plumbing	1807 LARKIN LN	BRAD'S PLUMBING LLC	GAS LINE EXTENSION	0
20210480	6/9/2021	P - Plumbing	811 W FRANKLIN	ALL ABOUT PLUMBING	REPAIR	0
20210479	6/8/2021	E - Electrical	622 W WALLACE ST	WILSON ELECTRIC	REPAIR	0
20210478	6/8/2021	E - Electrical	8300 N HARRISON	WILSON ELECTRIC	NEW INSTALLATION	0
20210477	6/8/2021	O - Sign	603 W INDEPENDENCE	GRACE SIGNS& MARKETING	NEW INSTALLATION	1,995
20210476	6/8/2021	E - Electrical	605 POOL PL	HOMESTEAD ELECTRIC	POOL	0
20210475	6/7/2021	B - Accessory Structure	7 COUNTRY CLUB RD	HERITAGE PERGOLAS & PATIOS	NEW CONSTRUCTION	32,000
20210474	6/7/2021	M - Mechanical	1600 N HARRISON ST	SPARKS HEAT & AIR LLC	CHANGE OUT	0
20210473	6/7/2021	M - Mechanical	701 N HARRISON	SPARKS HEAT & AIR LLC	CHANGE OUT	0
20210472	6/7/2021	M - Mechanical	505 E MAIN ST	SPARKS HEAT & AIR LLC	CHANGE OUT	0
20210471	6/7/2021	M - Mechanical	8300 N HARRISON	A TEAM HEATING & COOLING	NEW INSTALLATION	0
20210470	6/7/2021	P - Plumbing	1307 CHARLES DR	STANLEY PLUMBING SERVICES	REPAIR	0
20210469	6/7/2021	P - Plumbing	657 N PARK	AFFORDABLE LEAK DETECTION	REPAIR	0
20210468	6/7/2021	P - Plumbing	4200 N UNION	AFFORDABLE LEAK DETECTION	REPAIR	0
20210467	6/7/2021	P - Plumbing	4301 N UNION	AFFORDABLE LEAK DETECTION	REPAIR	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
30	\$50.00
0	\$54.50
169	\$40.41
0	\$254.50
0	\$254.50
0	\$129.50
0	\$304.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210466	6/7/2021	P - Plumbing	603 W INDEPENDENCE	SOUTHEASTERN PLUMBING CO, INC	REPAIR	0
20210465	6/4/2021	O - Curb Cut, Driveway and Sidewalk	1515 E 7TH ST	ENGLAND CONST CO - GUY	REPLACE EXISTING	0
20210464	6/4/2021	O - Sign	2 W MACARTHUR ST	METRO SIGN	SIGN	10,000
20210463	6/4/2021	B - Commercial - Add On	2 W MACARTHUR ST	METRO SIGN	ADD ON	13,000
20210462	6/3/2021	P - Plumbing	622 N MCKINLEY	STANLEY PLUMBING SERVICES	RESET	0
20210461	6/3/2021	B - Residential - Remodel	941 N UNION	MELISSA FLORES	REMODEL	30,000
20210460	6/2/2021	B - Commercial - Remodel	117 N BELL	KARLA JENNINGS	REMODEL	13,000
20210459	6/2/2021	B - Accessory Structure	34102 LAKE RD	JEREMIAH JOHNSON	NEW CONSTRUCTION	20,000
20210458	6/2/2021	B - Accessory Structure	301 S DIXON	ROGER BARLOW	NEW CONSTRUCTION	18,000
20210457	6/1/2021	B - Residential - Remodel	15 JUEL DR	CHRISTIAN MOORE	REMODEL/ADD ON	180,000
20210456	6/1/2021	O - Demolition and Moving	223 S OKLAHOMA	K & M WRECKING	DEMOLITION	0
20210455	6/1/2021	E - Electrical	410 S PARK AVE	MCAFEE ELECTRIC INC	REPAIR	0

Total Records: 116

Square Feet	Total Fees
0	\$54.50
0	\$50.00
10	\$50.00
68	\$29.50
0	\$54.50
1,682	\$361.93
450	\$117.00
2,400	\$514.50
1,200	\$259.50
0	
0	\$50.00
0	\$54.50
	\$34,750.84

7/1/2021

REGULAR PLANNING COMMISSION MINUTES

DATE: April 7th, 2021

Approved minutes

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on April 7th, 2021, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

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

Upon roll call the following members were present:

Present: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester

Absent: Rowell

City Planner Rachel Clyne announced there was a quorum. Clyne explained that she would fill in for Planning Director Rebecca Blaine for today's meeting. The meeting was called to order.

AGENDA ITEM NO. 2: **Citizens' Participation** **(A three-minute limit per person)** **(A twelve-minute limit per topic)**

Chair Deem opened the floor for public participation for items not on the meeting's agenda. There was no participation.

AGENDA ITEM NO. 3:

Consideration of approval of the minutes from the regular meeting of March 3rd, 2021.

Chairperson Deem asked the Planning Commissioners if there were questions or corrections to the minutes.

Commissioner Walker made a motion to approve the minutes as presented, which was seconded by Commissioner Johnson. Chairperson Deem asked for a vote of aye for those in favor then asked for a vote of nay for those opposed.

Motion passed 5-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester

Nay: None

Abstain: None

AGENDA ITEM NO. 4: **Case No. PL06-21 – Consideration and approval of Shawnee Retail Final Plat, a 4.26-acre tract located approximately 250 feet northwest of the intersection of Shawnee Mall Drive and Harrison Avenue.** ***Applicant: STP Solutions, Inc. on behalf of Shiv Properties, LLC***

Chairperson Deem asked for a staff report. Planner Clyne stated the applicant, was requesting the Final Plat of the Shawnee Retail Development subdivision be recommended for approval.

Chairperson Deem opened the public hearing. She asked if anyone wanted to speak in favor or in opposition of this case.

Terry Pollock, with STP Solutions, Inc., was available for questions.

With no other comments from the public, Chairperson Deem closed the public hearing.

Commissioner Loftis-Walton made a motion to recommend approval of **#PL06-21** as presented, which was seconded by Commissioner Engles. Chairperson Deem asked for a vote of aye for those in favor then asked for a vote of nay for those opposed. Motion passed 5-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester

Nay: None

Abstain: None

It was stated the application (Case # **PL06-21**) would be heard at the next regular City Commission meeting on Monday, April 19th, 2021 at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 5:

Case No. PL07-21 Consideration and approval of Cardinal Point Final Plat, a 12.08-acre tract located approximately 1,150 feet east of Union Avenue located on the north side of East 45th Street.

Applicant: Cardinal Point Development, LLC

Chairperson Deem asked for a staff report. Planner Clyne stated the applicant, was requesting the Final Plat of the Cardinal Point subdivision be recommended for approval. Staff recommended Conditional Approval subject to the appropriate Blocks added to the Final Plat before review by the City Commissioners.

Chairperson Deem opened the public hearing. She asked if anyone wanted to speak in favor or in opposition of this case. With no comments from the public, Chairperson Deem closed the public hearing.

Commissioner Loftis-Walton made a motion to recommend conditional approval of **# PL07-21** as presented, which was seconded by Commissioner Engles. Chairperson Deem asked for a vote of aye for those in favor then asked for a vote of nay for those opposed. Motion passed 5-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester

Nay: None

Abstain: None

It was stated the application (Case # **PL07-21**) would be heard at the next regular City Commission meeting on Monday, April 19th, 2021 at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 6:

Case No. PL08-21 Consideration and approval of a Preliminary plat for Rolling Hills Section 2, a 2.39-acre

tract located on the NE corner of Main Street and N Bryan Avenue.

Applicant: Absentee Shawnee Housing Authority

Chairperson Deem asked for a staff report. Planner Clyne stated the applicant, was requesting the Preliminary Plat of the Rolling Hills Section 2 subdivision be recommended for approval.

Chairperson Deem opened the public hearing. Nelmon Brauning and Bryan Richards were present and available for questions. With no other comments from the public, Chairperson Deem closed the public hearing.

Commissioner Johnson made a motion to recommend approval of # **PL08-21** as presented, which was seconded by Commissioner Walker. Chairperson Deem asked for a vote of aye for those in favor then asked for a vote of nay for those opposed. Motion passed 5-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester
Nay: None
Abstain: None

It was stated the application (Case # **PL08-21**) would be heard at the next regular City Commission meeting on Monday, April 19th, 2021 at 6:00 p.m. in the Commission Chambers.

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

Planner Clyne relayed a message on behalf of Planning Director Blaine that the applications for the Arts Commissions were due by April 15, 2021.

AGENDA ITEM NO. 8: **New Business**

There was no New Business discussed.

AGENDA ITEM NO. 9: **Commissioners Comments**

Commissioner Lester voiced concern about people crossing Interstate-40 (I-40) from the far northern end of Union Avenue. He questioned if a pedestrian bridge was a possibility. He further expressed concern about the lack of sidewalks for people to walk to the Shawnee Mall and other stores located north of I-40.

Commissioner Walker echoed Lester's concerns and stated north of MacArthur, on Kickapoo, there were no sidewalks. He also asked about progress of demolition of the dilapidated building on Main Street. Planner Clyne stated that an engineer's report of the structure's integrity was required prior to receiving a remodel permit. Commissioner Johnson stated that Director Blaine had explained and was following procedure.

Chairperson Deem asked about two properties on Center Street that needed attention from the Action Center. Planner Clyne advised she would mention the properties to the Code Enforcement Officers and follow-up with an email.

AGENDA ITEM NO. 10:

Adjournment

Commissioner Walker made a motion to adjourn, which was seconded by Commissioner Johnson. Chairperson Deem asked for a vote of aye for those in favor then asked for a vote of nay for those opposed.

Motion passed 5-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester

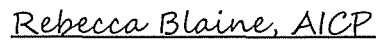
Nay: None

Abstain: None

Meeting was adjourned at 1:59 p.m.



Chairman/Vice-Chairman



Planning Director

**MINUTES
TRAFFIC COMMISSION
APRIL 27, 2021 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

ROLL CALL

MEMBERS PRESENT

Jack Barrett- Chairman
Reuben Peltier- Vice Chairman
Rex Hennen
Randy Kamm
Mandy MacDonald
Steve Reese

MEMBERS ABSENT

Monty Porter

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 JANUARY 26, 2021.

Motion was made by Reuben Peltier, seconded by Rex Hennen, to approve the January 26th, 2021 minutes. Motion carried 5-0. Steve Reese abstained.

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

III. CONSIDERATION OF REQUEST FOR ADDITIONAL STOP SIGNS AT THE INTERSECTION OF KENNEDY STREET AND NORWESCO ROAD.

Staff presented and explained the proposed addition of 2 stop signs on Kennedy Street and Norwesco Road creating a three-way stop intersection:

1. The addition of two stop signs on Kennedy Street at Norwesco Road intersection.
2. The addition of a stop sign ahead sign approximately 600' south of the Kennedy Street and Norwesco Road intersection.

Norwesco LLC's manager Coy Carpenter was available for questions.

Motion was made by Randy Kamm, seconded by Steve Reese, to approve the consideration of request for additional stop signs at the intersection of Kennedy Street and Norwesco Road. Motion carried 6-0.

Roll Call: Aye: Barrett, Peltier, Hennen, Kamm, MacDonald, Reese

Nay: None

IV. ADMINISTRATIVE REPORTS

Staff discusses various projects. Whitaker Street project is expected to begin construction in June 2021. Sidewalk projects are moving forward in designs.

V. COMMISSIONERS COMMENTS

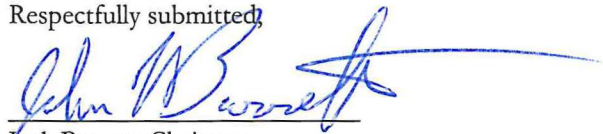
Commissioner Peltier thanked Commissioner Steve Reese for joining.

VI. ADJORNMENT

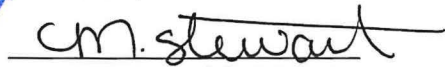
There being no further business to consider, a motion was made by Rex Hennen, seconded by Reuben Peltier, recommending the meeting be adjourned at 6:08pm. Motion carried 6-0.

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

Respectfully submitted,



Jack Barrett, Chairman



Mikaylia Stewart, Administrative Assistant

Regular Board of Commissioners

2. c.

Meeting Date: 07/19/2021

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Planning Commission

Walter "Jay" Lester, Jr. 1st Full Term Expires: June 1, 2024
Reappointment

Tom Rowell 2nd Full Term Expires: June 1, 2024
Reappointment

Craig Walker 1st Full Term Expires June 1, 2024
Reappointment

Pioneer Library System Board

Melanne Greenwood 1st Full Term Expires: June 30, 2024
Reappointment

Attachments

Lester

Rowell

Walker

Greenwood



*effective June 21, 2021
one full 3-year term*

APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Walter Lester Jr (Jay)</u>	Application Date: <u>08/19/2020</u>
Address: <u>1602 Happy Valley Shawnee, OK 74804</u>	Date of Birth: <u>05/09/1974</u>
Mailing Address: <u>1602 Happy Valley Shawnee, OK 74804</u>	
Daytime Phone: <u>405-397-5334</u> Fax: <u>N/A</u>	Email: <u>jlester777@gmail.com</u>
Profession: <u>Program Quality Assurance Specialist</u>	
Business Name: <u>Boeing Company</u>	
Business Address: <u>6001 S. Air Depot Oklahoma City, OK 73135</u>	
Business Phone: <u>405-290-8223</u> Fax: <u>N/A</u>	Email: <u>walter.lester@boeing.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee or commission? Yes ☐ No ☒

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 10 years

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☐ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☒ Planning Commission ☐ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
--	---

Why are you interested in serving on the Board/Committee/Commission selected above?

I have served in the United States Air Force for 20 years - retired in 2018. I am now home with more time, and would like to contribute to the needs of the community that I have grown to love. I am open to ideas that would meet the needs of the ever growing and diverse generations that have chosen Shawnee as their home.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

What civic or volunteer activities (if any) are you currently involved in?

List education, including degree(s) earned:

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

Have you ever been charged and/or convicted of a felony? _____

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? _____

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Walter Lester Jr

Date _____

Revised July 12, 2019

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Walter Lester Jr (Jay)
1602 Happy Valley
Shawnee, OK 74804
(405) 397-5334
jlester777@gmail.com

08/19/2020

Advisory Board Member
Planning Commission
City of Shawnee Oklahoma
16 West 9th Street
Shawnee, OK 74801

Dear Board Members,

I recently applied for the advisory board position in the Planning Commission for the City of Shawnee and I believe I will be a great fit for the opening. After reviewing the Shawnee Next Horizons Comprehensive Plan, I am encouraged with the future in this community and eager to support it in any form. I possess a strong understanding for business operations and have utilized numerous ensembles during my 20 years active duty Air Force career. This passion, combined with my 2 years' experience as a Boeing Quality Systems Specialist and past construction experience, will support your vision and strategic goals for the community.

I am a Military Veteran with a Bachelor of Science in Business Administration from Trident University International. Accomplished significant results while leading team of 1,800 personnel in weapons and tactics development. Directly supervised 20+ members in a dynamic, fast-paced environment. Possess a comprehensive background including Superintendent, Operations Management, and Quality Management derived from conducting domestic and global operations overseas. Continuously exceeded senior leadership expectations in managing all aspects of strategic planning and program/project management.

I work well in a fast paced environment and enjoy creatively solving problems and issues. My high level of professionalism and solid communication skills support my work both individually and in a team setting. I am confident that my skills and experience will be a great asset to the City of Shawnee on the Planning Commission. I can be reached by phone or by email at your earliest convenience.

Thank you for your time and consideration.

Sincerely,

Walter Lester Jr.



Effective
June 21, 2021
one full 3-year term

APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: TOM ROWELL Application Date: 4/13/17
Address: 2318 Faith Blvd, Shawnee Date of Birth: 1-16-69
Mailing Address: 2318 Faith Blvd, Shawnee, OK 74804
Daytime Phone: 405-275-4900 Fax: 405-275-6425 Email: tom@whiteace.com
Profession: 405-609-7224 cell Credit Manager, Whites ACE
Business Name: White's ACE Building Center
Business Address: 603 E Independence St. Shawnee 74804
Business Phone: 405-275-4900 Fax: 405-275-6425 Email: tom@whiteace.com

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board, committee or commission? Yes or No (please circle)

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 48

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☐ Board of Adjustment (Zoning)	☒ Planning Commission
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Traffic Commission
	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?

I've lived in Shawnee my entire life. This is a way I can give back to my community. I feel that I could make positive contributions as we continue the great momentum of growth in Shawnee.

Revised April 4, 2017

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I'm familiar with the world of "building" and have 20 years experience in working with contractors. I understand the importance of proper project planning and my years in a customer service industry will translate well in working on this commission

What civic or volunteer activities (if any) are you currently involved in?

My family has been active at Immanuel Shawnee for 13 years. I've served or am serving through our church in childrens ministry, community outreach, and church programs. I've served with Family Promise

List education, including degree(s) earned:

I'm a high school graduate of Shawnee and earned my Bachelor's at East Central Univ.

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

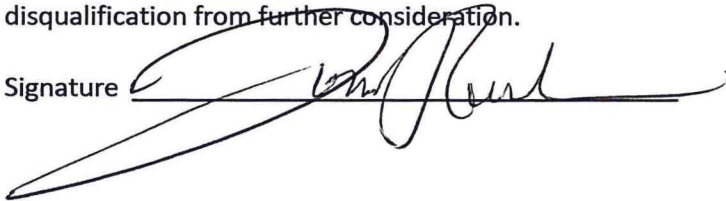
Name	Relationship	Telephone Number
<u>Early Wingo</u>	<u>Contractor/Friend</u>	<u>405-613-1429</u>
<u>Pedd Woodward, City of OKC</u>	<u>Plans Supervisor/Friend</u>	<u>405-248-8765</u>
<u>Nancy Keith, Shawnee Chamber Pres.</u>		<u>405-273-6092</u>

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature



Date

4/13/17

Revised April 4, 2017

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
llasyone@shawneeok.org

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: continuing with Shawnee Planning Commission
Date: Thursday, July 8, 2021 9:53:03 AM

From: Craig Walker
Sent: Wednesday, July 7, 2021 3:33 PM
To: Rachel Clyne
Subject: Re: continuing with Shawnee Planning Commission

I would like to serve another three-year term on the Shawnee Planning Commission. There have been no changes since I submitted the application on file with the city.

RECEIVED
JAN 26 2017
CITY CLERK

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802

January 24, 2017

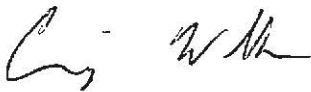
To Whom It May Concern:

Enclosed please find my Application to Serve on Shawnee City Boards, Committees, or Commissions. I am willing to serve wherever needed. My expertise is in business and economics. I am a professor of business and economics at Oklahoma Baptist University. I work with a student group, Enactus, in which students use their business skills to help create opportunities for others.

I live and work in Shawnee so I am looking for an opportunity to contribute to the community. I have served two terms as president of the Shawnee Habitat for Humanity affiliate. I have served as a Red Cross Disaster Services Volunteer. I have served on advisory boards and committees for the Shawnee School District. When my children were in school, I served as treasurer of the middle school PTA and the high school cross country and track booster club. Currently, my wife and I are Block Leaders for Community Renewal. I am a deacon and Sunday School teacher at University Baptist Church.

Please contact me at 405.831.4345 or gcraig.walker@gmail.com if you have any questions.

Sincerely,



Craig Walker

Enclosure

RECEIVED
JAN 26 2017
CITY CLERK



APPLICATION TO SERVE
Boards, Committees, and Commissions

Name: <u>Craig Walker</u>	Application Date: <u>1/24/17</u>
Address: <u>402 E Franklin</u>	
Mailing Address: <u>402 E Franklin, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-831-4345</u>	Fax: _____ Email: <u>gcraig.walker@gmail.com</u>
Profession: <u>Professor - OBU, Economics</u>	
Business Name: <u>Oklahoma Baptist Univ.</u>	
Business Address: <u>OBU Box 61737, 500 W University, Shawnee 74804</u>	
Business Phone: <u>405-585-4411</u>	Fax: _____ Email: <u>Craig.Walker@okbu.edu</u>

Do you live within the City Limits of the City of Shawnee? ☒ Yes or ☐ No (please circle)

Do you currently serve on a City board or committee? Yes or ☒ No (please circle)

How many years have you lived in Shawnee? 17

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board	☐ Library Board
☐ Beautification Committee	☐ Oklahoma Baptist University Trust Authority
☒ Board of Adjustment (Zoning)	☒ Planning Commission
☐ Civic and Cultural Development Authority	☐ Shawnee Hospital Authority
☐ Community Service Contracts Review Committee	☒ Shawnee Urban Renewal Authority
☒ Housing Authority	☒ Traffic Commission
	☐ Other: <u>As Needed</u>

Why are you interested in serving on the Board/Committee/Commission selected above?

As a resident of Shawnee I want to do what I can to promote growth and improvements in quality of life for our citizens. I live and work in Shawnee so I want to contribute.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I am trained in business and economics. I have worked in business and economic development and currently teach business and economics. Economic growth and business development is essential to Shawnee to grow and to see enhancements to quality of life. I have worked with Habitat for Humanity for many years. I work with an OBU student group that gives students opportunities to use business skills to help others. I have served on advisory boards for Shawnee Schools.

I have held several offices in school related organizations while my children were in school.

What civic or volunteer activities (if any) are you currently involved in?

Community Renewal - Block Leader

I have served as board member and two terms as president of Shawnee Habitat for Humanity. I have been a Red Cross Disaster Services Volunteer.

List education, including degree(s) earned:

Bachelor of Bus. Administration - Finance & Economics, Master of Business Administration both from Baylor

Ph.D. Economics - Southern Methodist University

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

N/A

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Jim Stuart	Served on Boards	405-275-0700
Jim Vernon	Friend	405-620-3355
Larry Walker	Friend	405-808-5051
Darrell Houghton	Supervisor	405-585-7818

PLEASE READ CAREFULLY:

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My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature C. H. M. Date 1/24/17

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk
PO Box 1448
Shawnee, OK 74802
405-878-1605 (phone)
405-878-1581 (fax)
llasyone@ShawneeOK.org



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Melanne Greenwood</u>	Application Date: <u>7/13/2021</u>
Address: <u>1 Juel Drive Shawnee OK 74804</u>	Date of Birth: <u>12/18/1971</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-550-2557</u> Fax: _____	Email: <u>mgreenwood@mcloudschools.us</u>
Profession: <u>Educator/Jr. High Principal</u>	
Business Name: <u>McLoud Public Schools/Junior High</u>	
Business Address: <u>1100 Seikel Blvd McLoud OK 74851</u>	
Business Phone: <u>405-964-3314</u> Fax: _____	Email: <u>mgreenwood@mcloudschools.us</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee or commission? Yes ☒ No ☐

If so, please list the board/committee: Library Board

How many years have you lived in Shawnee? 31

Select the Board/Committee/Commission you are interested in serving on: (please check)

☐ Airport Advisory Board ☐ Beautification Committee ☐ Board of Adjustment (Zoning) ☐ Civic and Cultural Development Authority ☐ Community Service Contract Review Committee ☐ Housing Authority ☒ Library Board	☐ Oklahoma Baptist University Trust Authority ☐ Parks and Recreation Committee ☐ Planning Commission ☐ Senior Citizens of Shawnee Board ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other
---	--

Why are you interested in serving on the Board/Committee/Commission selected above?

I continue to be very interested in literacy in our area. I am a certified library media specialist and with my 25 year history in public education,
I feel I can continue to be a great asset to help promote and compliment the public library system.

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

I am a good listener, open minded, come with literacy background and community longevity.

What civic or volunteer activities (if any) are you currently involved in?

Church, Community Renewal, Gateway to Prevention & Recovery

List education, including degree(s) earned:

Bachelors in Education, Masters In Admin Education, Masters Certificate in Library Media, National Board Certified X2

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

I have served on the library board since 2018, and on the Pott Co. Reading Association

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? Yes

If so, please explain:

After we were married in early 90's my husband lost wages and we had a bad investment with Priamerica that made it difficult, We were only a partial filing, not on my record.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Vickie Penson	former boss	405-250-4450
Kathy Jolie	former colleague	405-831-7966

PLEASE READ CAREFULLY:

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My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Melanne Greenwood



Date 7/14/21

Revised July 12, 2019

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Regular Board of Commissioners

2. d.

Meeting Date: 07/19/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Tim Burg from the Zoning Board of Adjustments.

Attachments

Burg

7-14-2021

Ms. Lisa Lasyone, City Clerk
16 West 9th St.
Shawnee, OK. 74801-6812

RECEIVED
JUL 15 2021
CITY CLERK

Ms. Lasyone,

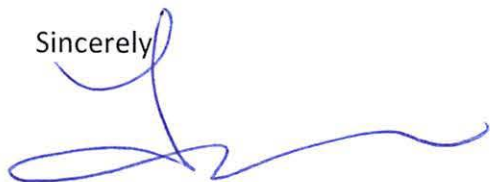
Please accept my resignation as an advisory board member of the City of Shawnee Zoning Board of Adjustment. (ZBOA)

I have resigned my position as economic developer with Shawnee Forward and have accepted an employment opportunity in the OKC Metro area, which will prohibit me from being able to serve on the ZBOA.

I wish to share my appreciation to the City for the opportunity to serve in this volunteer capacity, plus wish the City Staff and my fellow ZBOA advisory board members all the best with their future endeavors in their important work.

If there is a need to contact me, you can email me at any time at tburg@me.com or call me at 405-808-4887.

Sincerely

A handwritten signature in blue ink, appearing to read 'Tim Burg', with a long, sweeping horizontal line extending to the right.

Tim Burg, CEcD

Regular Board of Commissioners

2. e.

Meeting Date: 07/19/2021

Acceptance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a 2020 Ford F350 Brush Pumper for the Fire Department funded by the Pottawatomie County Sales Tax.

Attachments

Memo



16 West 9th Street
P (405) 878-1671 | F (405) 878-1618



ADMINISTRATION

Tony Wittmann, Fire Chief
(405) 878-1556

Tommy Larman, Deputy Fire Chief
(405) 878-1538

Danielle Turner, Secretary
(405) 878-1671

DATE: July 19, 2021
TO: Honorable Mayor and City Commission
CC: Chance Allison, City Manager
FROM: Tony Wittmann, Fire Chief
SUBJECT: Receipt of replacement Brush Pumper

I am respectfully requesting the acceptance of a 2020 Ford F350 Brush Pumper Truck for the Shawnee Fire Department. The unit was purchased with Pottawatomie County sales tax funds in the amount of \$110,898.00. The new unit will replace a 2011 Ford F350 Brush Pumper Truck that will be utilized as a reserve unit once repairs have been made. The current reserve unit, a 2004 Ford F450 will be retired from service with our department once repairs are completed, and the new unit is in service.

Regular Board of Commissioners

2. f.

Meeting Date: 07/19/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approval of renewal of the agreement for Fiscal Year 2021-2022 with the City of McCloud Public Works Authority for lease of a mower, city property, for maintenance of Wes Watkins Reservoir.

Attachments

Contract

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("LESSOR"), and MCLOUD PUBLIC WORKS AUTHORITY ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR is the owner of public property known as a ZD1211RL Kubota 72" Mower, City ID # 4937, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the LESSOR and LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE to lease the Mower for the sole purpose of maintaining Wes Watkins Reservoir.
2. This Agreement shall commence on July 1, 2021 and end on June 30, 2022 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other party, upon giving sixty (60) days' notice, in writing to the other party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. At the end of the five (5) one (1) year consecutive leases, the mower will be brought back into possession of the LESSOR to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the LESSEE hereto shall thereupon cease. The Parties acknowledge that the LESSEE shall pay to the LESSOR a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.
3. The LESSEE will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the LESSEE shall gain approval from the LESSOR. Once a year, right before mowing season, the Mower will need to be brought to the LESSOR for a servicing and a check out.
4. The Mower will be stored at Wes Watkins Reservoir and added to the Town of McLoud's insurance policy.

5. The lessee shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee of the Town of McLoud.
6. The LESSEE will "indemnify" and hold harmless and exempt the LESSOR, it's officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by LESSEE, its invitees, employees, and representatives resulting in injury of any kind.

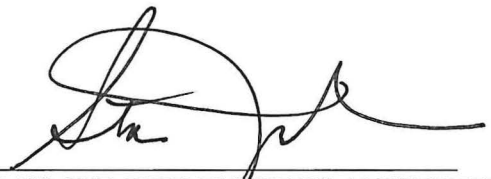
IN WITNESS HEREOF the City of Shawnee, and McLoud Public Works Authority, by their representatives, set their hands to this Agreement on the ____ day of _____, 2021.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

CHANCE ALLISON, CITY MANAGER

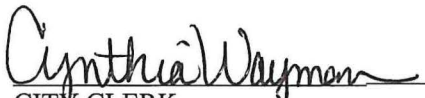
ATTEST:

LISA LASYONE, CMC, CITY CLERK



MCMLOUD PUBLIC WORKS AUTHORITY

ATTEST:



CITY CLERK

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

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

2. g.

Meeting Date: 07/19/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 4 Seck Tract, 33712 Post Office Neck

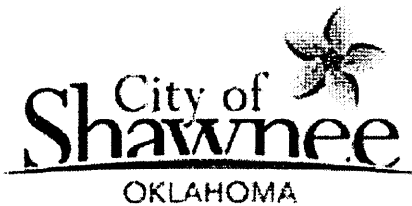
From: Tod and Lori Harrison

To: Richard and Melissa Fair

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: 06/25/2021	License No. 5115
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	July 19, 2021
Property Address	33712 Post Office Neck
Lake Site Location	Tract - Seck / Lot - 4
Lease Dates	07/20/2021 - 07/19/2051
Lease Fee (changes annually)	746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Richard & Melissa Fair
Address	3416 Twelve Oaks Rd, Oklahoma City, OK 73120
Phone	405.203.1305 / 405.323.2216
Current Lessee (Transfer From)	
Name(s)	Tod & Lori Harrison
Address	33712 Post Office Neck Rd, Shawnee, OK 74801
Phone	405.585.3212
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected/Pumped	06/08/2017
Miscellaneous Comments:	\$746.00 - Check #1806 - Fair \$1075.00 - Check #1515 - Harrison
Fees Collected	\$1821.00



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE #5115 **TRACT NAME**Seck **LOT #**4

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 07/19/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RICHARD FAIR, MELISSA FAIR
3416 TWELVE OAKS RD
OKLAHOMA CITY, OK 73120

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:

33712 POST OFFICE NECK 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

7.

Meeting Date: 07/19/2021

Grant

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration to allow staff to submit an application for an Emergency Solution Grant from the Oklahoma Department of Commerce.

Attachments

Grant Documents

Emergency Solutions Grant

Homeless Initiative - ESG-CR2

What is the Emergency Solutions Grant?

Emergency Solutions Grant is a Federal grant provided by the department of Housing and Urban Development.

This grant is to be used for the Rapid Re-Housing, Emergency Shelter, and Outreach programs for Homeless individuals.

Requirements of City of Shawnee

ESG-CR2 Funds 2021-2022

Fiscal Oversight and Monitoring

Provide 24/7/365 Shelter

Environmental Assessment of
Shelter

HMIS & Continuum Participation

Provide Annual Audit

Policies & Procedures

Record Keeping Requirements

SAGE & ODOC Reporting

Emergency Solutions Grant Overview

Emergency Shelter	Outreach	Coordinated Entry	Administration
\$55,000 \$15,000 - Hotel/Motel Vouchers \$30,000 - Landlord Incentives for Rapid Rehousing Program	\$85,000 The hiring of additional program staff dedicated to outreach. Staff will focus on connecting street outreach clients to services and shelter.	\$5,800 The purchase of additional HMIS Licenses; the purchase of incentives for outreach programs. Purchase of additional PPE and sanitization.	14,500 Administrative costs for City of Shawnee staff to manage grant funds.

Emergency Solutions Grant Timeline

Application

Emergency Solutions Grant due July 30, 2021 for submission.

Requires City Commission Approval.

City Manager must submit

Award of Funds

Award notification takes place approximately August 23, 2021.

Expenditure

Contract start date:

September 1, 2021

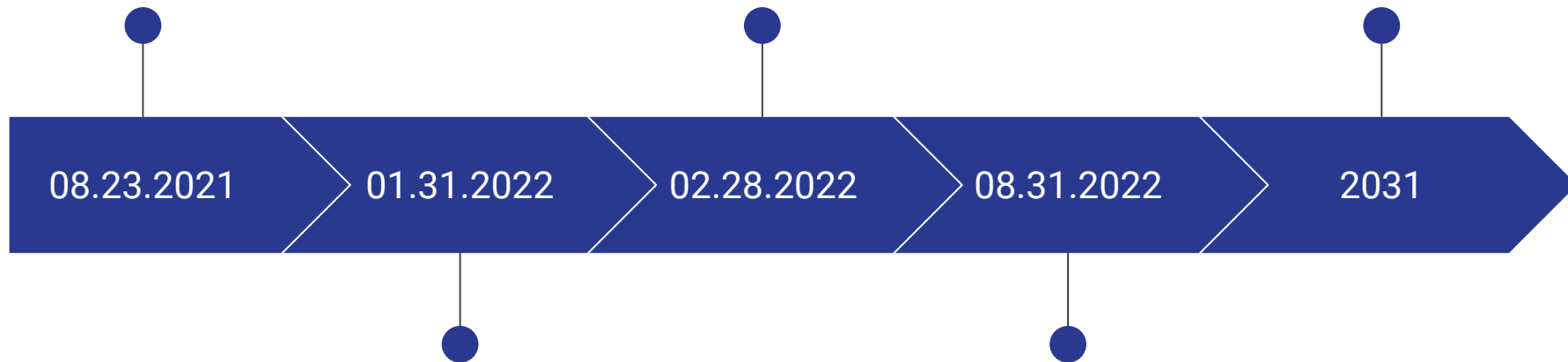
Contract end date:

August 31, 2022

Approximate date
award of funds

By the end of Feb. 50%
of ESG award funds
must be spent

Facility must be used
as shelter perpetually
until 2031

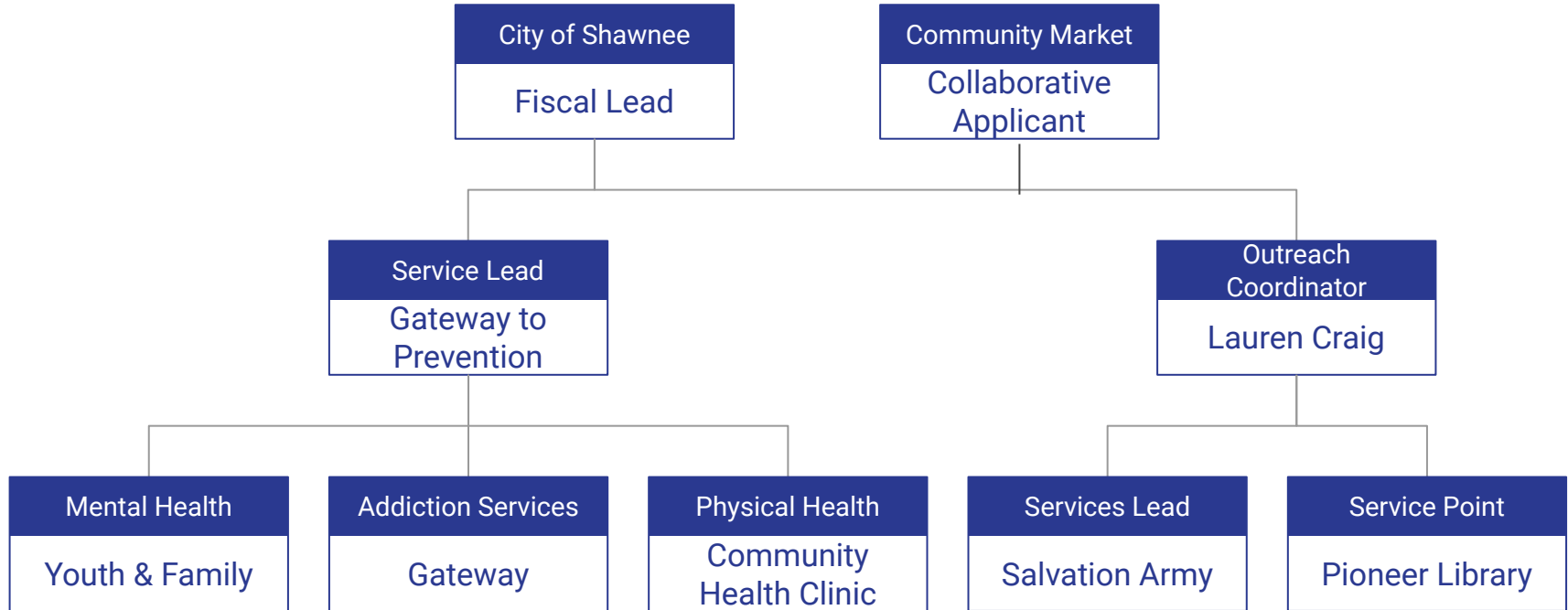


Emergency Shelter
Component must be
spent

Contract end date,
resolution of grant
submission guideline

Implementation

Partner Organizations - Leadership of Shelter



Additional 13 Partner Organizations + Religious Organizations

Long-Term Fiscal Costs & Requirements

Establish Hotel/Motel Contracts with Facility Established and Maintained

Establish Private Landlord Contracts

Hiring of Staff dedicated to Outreach/Case Management Program

SAGE / ODOC Reporting

Performance Reviews

Ongoing Operational Costs and Staff Costs

Maintaining a Quality Data through HMIS

Program Certifications and Assurances

Emergency Solutions Grant (ESG) Program

To be submitted by all Applicants

Section I. Applicant Assurances

I, _____ (Name of Elected Official / Executive Director),
_____ (title) certify that if awarded FY 2021 Emergency Solutions Grant
funding _____ (Name of local unit of government, Community Action Agency or
Nonprofit) does assure the following:

Homeless individuals and families will be given assistance in obtaining:

1. Appropriate case management, obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living); and other Federal, State, local, and private assistance available for such individuals.
2. Homeless individuals will be provided the opportunity for participation on the policymaking entity in accordance with 42 U.S.C. 11375 (d).
3. Homeless individuals and families will be involved in providing work or services pertaining to facilities or activities assisted under this part, in accordance with 42 U.S.C. 11375 (c) (7).

INITIALS of Authorized Elected Official / Executive Director

Date

Section II. Program Certifications

Consolidated Plan – The 2010 HUD-approved Consolidated Plan.

Consistency with Plan – Housing activities to be undertaken with ESG funds are consistent with the strategic plan.

Confidentiality – Grant recipients must develop and implement procedures to ensure:

The confidentiality of records pertaining to any individual provided with assistance; and

That the address or location of any assisted housing will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the grantee.

Discharge Policy – Grant recipients must agree to develop and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities,

or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Affirmatively Further Fair Housing -- The local government or nonprofit will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction or state, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Homeless Persons Involvement – To the maximum extent practicable, the subrecipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted by ESG.

HMIS – HUD’s standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information. (Domestic Violence Shelters exempt as stated in “VAWA Protections”)

INITIALS of Authorized Elected Official / Executive Director

Date

Section III. Certification for Drug-Free Workplace

Drug-Free Workplace --It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant

officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Additional Instructions for Drug-Free Workplace Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

Authorized Elected Official / Executive Director

INITIALS of _____
Date

Section IV. Anti-Lobbying Certification

Anti Lobbying --To the best of the local government's or nonprofit's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraphs 1 and 2 of this certification be included in the award documents for all subawards at all funding categories (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Additional Instructions for Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

INITIALS of Authorized Elected Official / Executive Director

Date

Authorized Signature & Official Title

Date

Oklahoma Department of Commerce / Office of Community Development

Emergency Solutions Grant Program

Environmental Review or Activity/Project that is Exempt or

Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name:	Funds Requested:
Address:	Date of Request
Project Description (Brief):	
I have reviewed and determined that the above mentioned project is a Categorically Excluded activity (subject to §58.5) per 24 CFR §58.35(a) as follows: (Place checkmark by each requirement to verify that Applicant's project does not include any item listed)	
☐	58.35(a) (1). Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets);
☐	58.35(a) (2). Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons;
☐	58.35(a) (3). Rehabilitation of buildings and improvements when the following conditions are met:
☐	58.35(a) (3) (i). In the case of a building for residential use (with one to four units), the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;
☐	58.35(a) (3) (ii). In the case of multifamily residential buildings: (A) Unit density is not changed more than 20 percent; (B) The project does not involve changes in land use from residential to non-residential; and (C) The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.
☐	58.35(a) (3) (iii). In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; AND

	(B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
☐	58.35(a) (4) (i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or
☐	58.35(a) (ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site. 58.35(a) (iii) Paragraphs (a) (4) (i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a) (3) (i) of this section).
☐	58.35(a) (5). Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.
☐	58.35(a) (6). Combinations of the above activities.

Signature of Authorized Official: _____

Name & Title of Authorized Official: _____

Date: _____

(This section for ODOC/OCD Only)

Authority to Use Emergency Shelter Grant Funds:

☐ Activity/Project is Exempt per 24 CFR 58.34 (a)

☐ Activity/Project is Categorically Excluded Not Subject to § 58.5 per 24 CFR 58.35 (b)

☐ The following additional materials must be provided before funds can be released:

Date Received Request for
Release of Funds and
Certification:

Contract Number:

Name of Responsible Entity

Signature of Responsible Entity

Title of Responsible Entity

Date of Signature

Local Government Certification

Emergency Solutions Grant (ESG) Program

To be submitted by the Units of General Local Government Applicants

I, _____, Chief Elected Official of _____, certify that the units of general local government will comply with the following:

The requirements of 24 CFR Sec. 576 and the current Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR Sec. 576.55.

The requirements of 24 CFR Sec. 576, concerning assistance to the homeless.

The requirements of 24 CFR Sec. 576.330, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Name of Chief Elected Official and Title

Signature of Chief Elected Official

Date

Applicant/Recipient

U.S. Department of Housing

OMB Approval No 2510-0011

Disclosure/Update Report

and Urban Development

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)**Applicant/Recipient Information****Indicate whether this is an Initial Report**☐**or an update report**☐

1. Applicant/Recipient Name, Address, and Phone (include area code):

2. Social Security Number or Employer ID Number:

3. HUD Program Name

4. Amount of HUD Assistance Requested /Received

5. State the name and location (street address, City and State) of the project or activity:

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity?

These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☐

Yes

☐

No

2. Have you received or do you expect to receive assistance

within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during the fiscal year (Oct.1-Sep.30)? For further information

☐

Yes

☐

No

If you answered, "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form. **However**, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use additional pages as necessary.)

Part III Interested Parties.

You must disclose:

All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity, and

any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

X

Regular Board of Commissioners

8.

Meeting Date: 07/19/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a contract with Eric Benson to serve as Interim City Manager.

Attachments

Contract

INTERIM CITY MANAGER AGREEMENT

THIS AGREEMENT is made EFFECTIVE July ___, 2021, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Eric Benson, hereinafter referred to as "Benson" or "Appointee" (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the City has adopted a Charter and ordinances establishing the City Manager form of government in the City of Shawnee and setting forth the duties and responsibilities of the City Manager; and

WHEREAS, the City has a need for appointing an Interim City Manager for a limited period of time while it undertakes a recruitment effort; and

WHEREAS, the Parties desire to enter into an agreement wherein Appointee is an independent contractor for the City effective on the above date to perform such terms of appointment as contained within this Agreement, and the Parties hereto desire to commit their agreement to writing and to be legally bound thereby.

NOW, THEREFORE, in consideration of their mutual promises and covenants contained herein, all Parties hereto agree as follows:

1. Appointment. The Shawnee City Commission hereby Appoints Benson, as the Interim City Manager for the City of Shawnee. Furthermore, this Agreement is contemplated by the parties to be contingent upon the following stipulations that represent compliance with applicable state law and City Code:

- a. Appointee's appointment has been confirmed, and otherwise consented to by the City of Shawnee, Oklahoma's governing body, being the City Commission.
- b. Appointee shall personally provide all the services and duties ordinarily performed by the City Manager under the applicable direction and control of the City Commission and as set forth in the Shawnee Charter and Municipal Code. In addition, he shall serve as the Interim Manager of the Shawnee Airport Authority and Shawnee Municipal Authority. Appointee shall perform his obligations and responsibilities diligently, applying the highest degree of professionalism, ethics, integrity and competency to the discharge of every aspect of his obligations.
- c. During the course of Appointee's tenure, he will not engage in, or be involved in, any act, situation, or occurrence, which tends to subject Appointee or the City to any ridicule, contempt or embarrassment, or which reflects unfavorably upon either the City, or the Appointee.

2. Compensation. For the services to be provided pursuant to this Agreement, Appointee shall bill the City at seventy-five dollars per hour (\$75.00) for time spent on City business, with a maximum monthly cap set at twelve-thousand dollars (\$12,000) regardless of the number of hours worked. In addition, the City shall provide a monthly stipend for temporary housing in the amount of one-thousand three-hundred dollars (\$1,300), with a maximum initial reimbursable amount of three-thousand dollars (\$3,000) upon submittal of receipts and supporting documentation. Eligible reimbursable expenditures include lodging/rent, utilities, taxes and fees. The City also agrees to reimburse Appointee for incidental work-related expenses, and business-related travel at the standard IRS mileage reimbursement rate. Appointee shall invoice the City monthly.

3. Terms of Appointment. The initial term of this Agreement shall begin on or before July 19, 2021 and shall terminate on October 30, 2021; provided, however, that this agreement may be extended up to a maximum of 180 days upon written agreement by both parties. If Appointee, pursuant to the terms of this Agreement, determines that he will prematurely vacate his appointment with the City, Appointee shall give 30 days' written notice to the City.

4. Independent Contractor. Appointee acknowledges that he is an independent contractor and not an employee of the City. Appointee will not be considered a full-time or part-time employee entitled to any type of benefits paid by the City.

5. Termination. The City may terminate Benson's appointment upon majority vote of the City Commission.

6. Severability. Invalidity of any one or more of the provisions of this Agreement shall not invalidate or affect any of the other provisions hereof, and this Agreement shall be construed, interpreted and enforced in all respects as though such invalid or unenforceable provisions were omitted.

7. Amendment. This Agreement may be amended or modified only by written consent of the Parties.

8. Entire Agreement. This Agreement supersedes any and all prior agreements regarding the matters contained herein.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns.

10. Litigation. If any litigation is initiated by either party to this agreement, the prevailing party shall be entitled to recover its fees and costs incurred therein, including attorney fees and all costs of litigation.

11. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

12. Indemnification. The City does hereby agree to defend, hold harmless, and indemnify the Appointee from any and all demands, claims, suits, actions, judgments, expenses,

and attorneys' fees incurred in any legal proceedings brought against him as a result of action taken while serving in his individual or official capacity for the City as an independent contractor and as Interim City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim City Manager as an independent contractor of City acting within the course and scope of the Interim City Manager's engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim City Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any insurance contract, held either by City. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Appointee's engagement with City.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CITY CLERK

ERIC BENSON

ATTEST:

APPROVED AS TO FORM:

JOE VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 07/19/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a contract with Holloway, Updike and Bellen, Inc. (HUB) for engineering services for Cammack and Georgia Gravity Relief Lines.

Attachments

Memo

Contract



Office of Engineering
MEMORANDUM

DATE: Monday, July 19, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Cammack Street and Georgia Street – Sewer Relief Projects

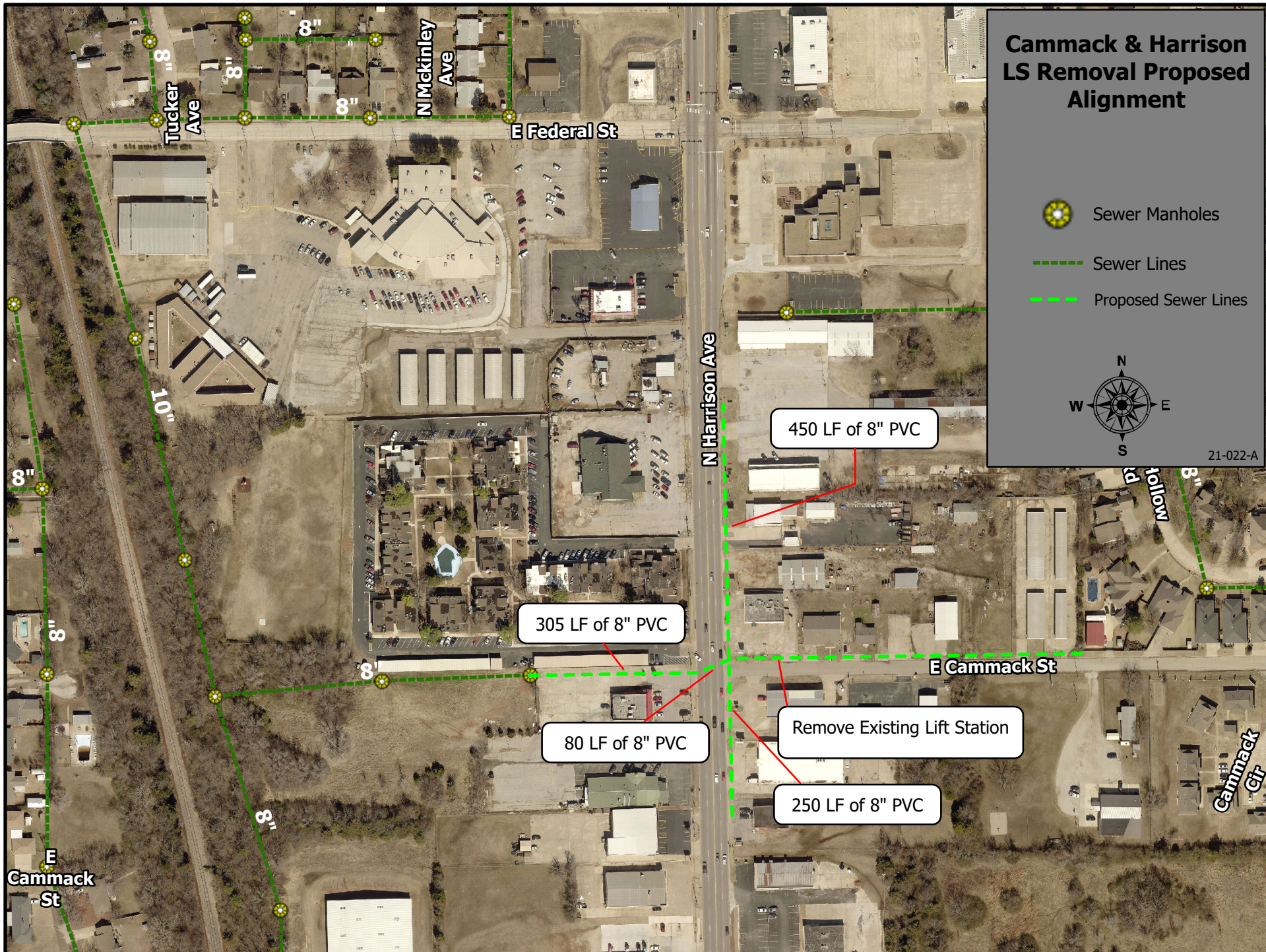
Staff would like to enter a professional design services contract with Holloway, Updike and Bellin, Inc (HUB). The design would be for two sewer main projects to eliminate existing lift stations. The first being at Harrison and Cammack Street, the second just northwest of the Brookhaven Addition and Georgia Street. (See attached exhibits for clarification)

The first project will eliminate a private lift station that is currently out of operation. The second project will eliminate an existing public lift station that is older and becoming a considerable routine maintenance expense.

The Proposed Contract is summarized below:

- Scope Items
 - Field Survey and Preliminary Design
 - Easement Documents
 - Final Design
 - ODEQ & ODOT Permitting
 - Bidding Services
 - Construction Administration
- Contract Amount: \$85,000.00

Staff has reviewed HUB's proposed contract and recommends award. The project will be funded out of the American Rescue plan funding, or fund 304.



Georgia LS Removal Proposed Alignment



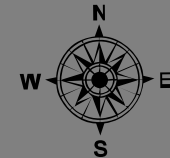
Sewer Manholes



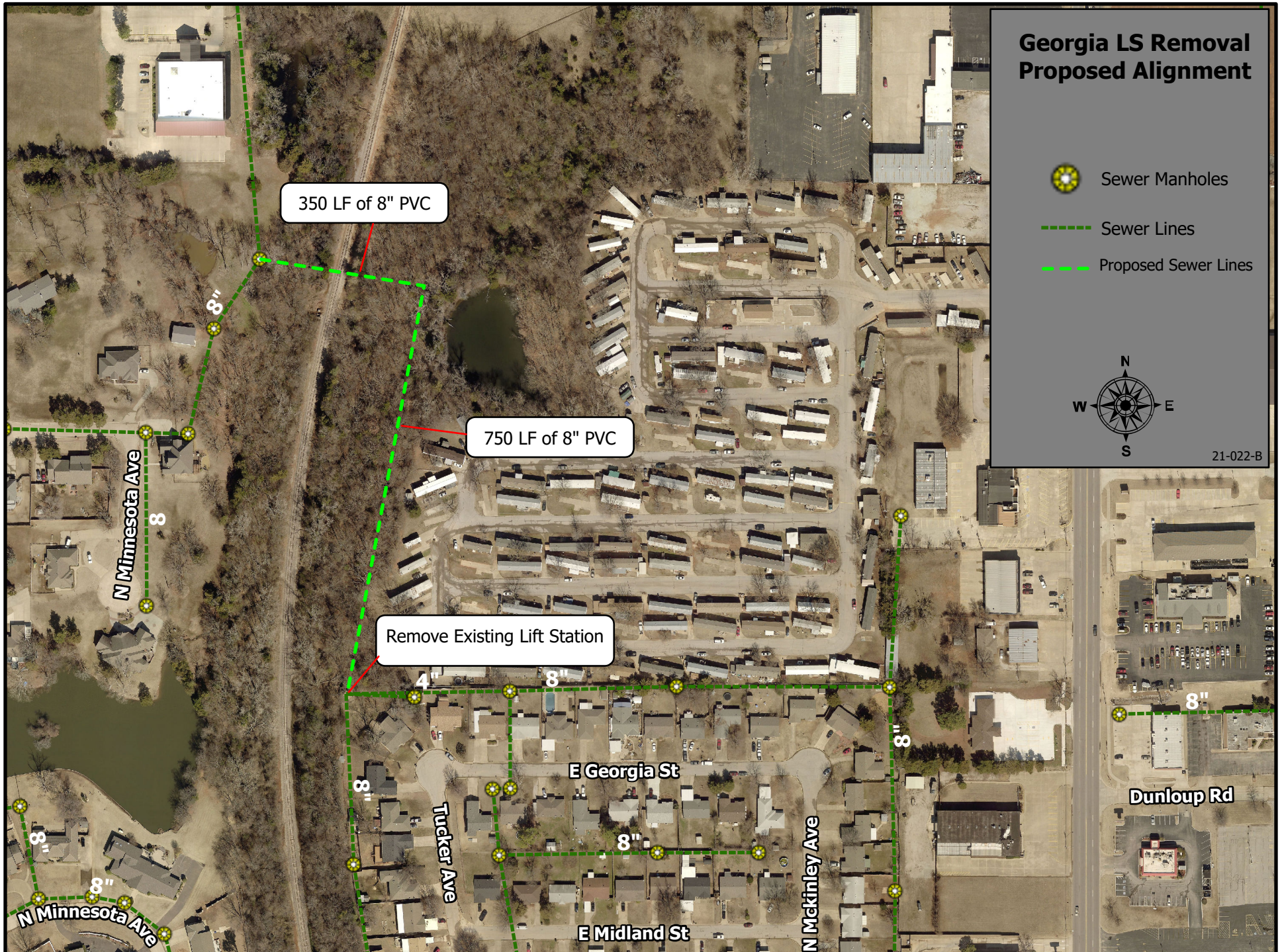
Sewer Lines



Proposed Sewer Lines



21-022-B



**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

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

WITNESSETH:

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

Cammack & Georgia Gravity Relief Lines: The project consists of professional engineering services including civil design and project management services for the demolition of the Georgia and Cammack Lift Stations and construction of gravity relief lines for the two stations as shown in Exhibit 'B' "Project Limits".

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

WHEREAS, Engineer is prepared to provide the Professional Services;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the _____ day of _____, 2021.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 - OWNER'S RESPONSIBILITIES

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

ARTICLE 6 - STANDARD OF CARE

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

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 8 - INSURANCE

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

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

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

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

ARTICLE 16 - COMMUNICATIONS

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

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – AUTHORIZATION TO PROCEED

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

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

OWNER:

CITY OF SHAWNEE/
MUNICIPAL AUTHORITY

ENGINEER:

HOLLOWAY, UPDIKE AND BELLEN, INC.

City Manager



President

(SEAL)

ATTEST: _____
Secretary



ATTEST: _____
Asst. Corp. Secretary

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

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

Cammack & Georgia Gravity Relief Lines: The project consists of professional engineering services including civil design and project management services for the demolition of the Georgia and Cammack Lift Stations and construction of gravity relief lines for the two stations as shown in Exhibit 'B' "Project Limits".

II. SCOPE OF SERVICES

A. Field Survey and Preliminary Design:

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

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

C. Easement Documents

1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search and/or review of existing easements provided by Owner.
2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary easements required to construct the project.
3. The Engineer shall prepare legal descriptions for the permanent and temporary easements, if necessary.
4. The Engineer shall provide maps of easements to be acquired.

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

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

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

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

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

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

to reflect the “as-constructed” configuration of the Project. Engineer shall submit to Owner one set of reproducible record drawings at completion of the Project.

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

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES

COMPENSATION**

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

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

Task	Fee
Street Rehabilitation	
Utility Locates and Field Analysis	\$7,500.00
Survey and Preliminary Design	\$40,000.00
Final Design	\$20,000.00
Permitting (ODOT, ODEQ, RR)	\$1,500.00
Utility Coordination	\$3,500.00
ROW/Easement Documentation	\$1,500.00
Bidding Services	\$3,500.00
Services During Construction	\$7,500.00
Design Fee	\$85,000.00

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

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

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

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

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

in expediting their relocation in preparation for construction.

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

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF SHAWNEE/MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CAMMACK AND GEORGIA GRAVITY RELIEF LINES**

SCHEDULE

The work shall be completed according to the following schedule:

Survey/Preliminary Design:	100 Days
Final Design:	30 Days
Bidding/Awarding:	45 Days
Construction:	150 Days
Total	325 Days

905-A South 9th Street
Broken Arrow, OK 74012
P: (918) 251-0717
F: (918) 251-0754
hubengineers.com



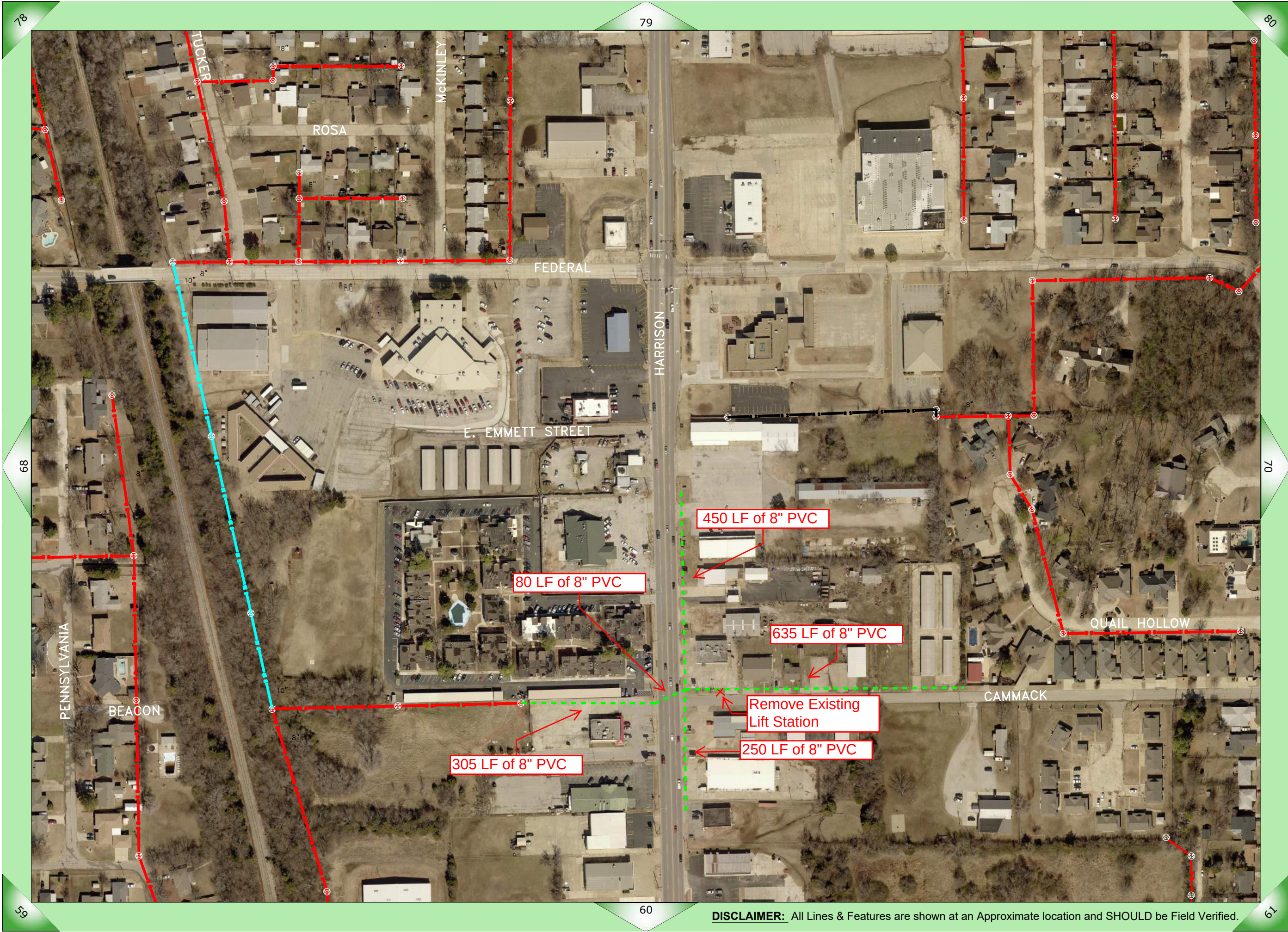
818 East Side Boulevard
Post Office Box 1543
Muskogee, OK 74402
P: (918) 682-7811
F: (918) 682-4551

ENGINEERS

HOLLOWAY, UPDIKE AND BELLEN, INC.

HOURLY RATES 2021

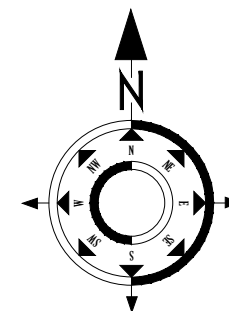
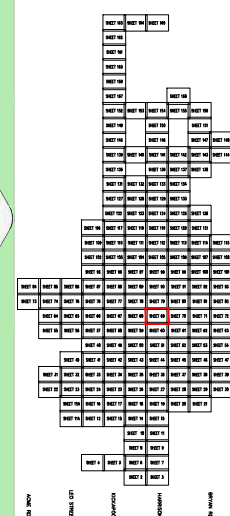
Principal Engineer	\$200.00 per hour
Sr. Project Manager	\$175.00 per hour
Engineering Intern	\$110.00 per hour
Professional Land Surveyor	\$105.00 per hour
Sr. CADD Technician	\$90.00 per hour
CADD Technician	\$75.00 per hour
Resident Inspector	\$80.00 per hour
3 Man Survey Crew w/GPS	\$190.00 per hour
2 Man Survey Crew w/GPS	\$170.00 per hour
Clerical	\$55.00 per hour
Travel Cost	\$0.55 per mile



LEGEND

- 4" SEWER
- 6" SEWER
- 8" SEWER
- 10" SEWER
- 12" SEWER
- 15" SEWER
- 18" SEWER
- 20" SEWER
- 21" SEWER
- 24" SEWER
- 27" SEWER
- 4" FORCEMAIN
- 6" FORCEMAIN
- 8" FORCEMAIN
- 12" FORCEMAIN

KEY MAP



SCALE

1"=100'

DATE	SHEET
8/6/2020	69

SEWER ATLAS

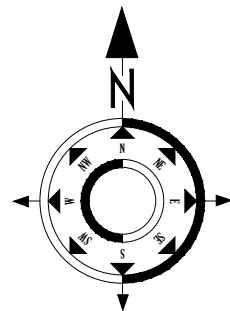
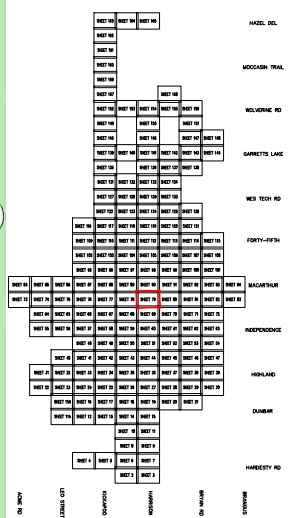
DISCLAIMER: All Lines & Features are shown at an Approximate location and SHOULD be Field Verified.



LEGEND

- 4" SEWER
- 6" SEWER
- 8" SEWER
- 10" SEWER
- 12" SEWER
- 15" SEWER
- 18" SEWER
- 20" SEWER
- 21" SEWER
- 24" SEWER
- 27" SEWER
- 4" FORCEMAIN
- 6" FORCEMAIN
- 8" FORCEMAIN
- 12" FORCEMAIN

KEY MAP



SCALE

1"=100'

DATE SHEET

8/6/2020 79

SEWER ATLAS

DISCLAIMER: All Lines & Features are shown at an Approximate location and SHOULD be Field Verified.

Regular Board of Commissioners

10.

Meeting Date: 07/19/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a Services Agreement with White Fox Scooters, Inc.

Attachments

Contract

**WHITE FOX SCOOTERS, INC.
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (hereinafter, the “**Agreement**”) is made effective and entered into as of _____, 2021 (the “**Effective Date**”) between **WHITE FOX SCOOTERS, INC.** (hereinafter, “**White Fox**”), a company with its principal office located at 55 Cambridge Drive, Colonia, NJ 07067, and **THE CITY OF SHAWNEE, OK** (the “**City**”), which owns and governs property located in Oklahoma, United States (“**City Property**”).

RECITALS:

WHEREAS, White Fox is a company incorporated in the State of Delaware; and

WHEREAS, White Fox is engaged in the business of providing electric scooter rental services (hereinafter, “**Services**”); and

WHEREAS, the City seeks to provide safe and affordable micromobility options to its residents, reduce traffic congestion, and maximize carbon-free mobility; and

WHEREAS, White Fox and the City (individually, a “**Party**” and collectively, the “**Parties**”) desire to enter into this Agreement to grant White Fox’s electric scooter docks (the “**Scooter Docks**”) containing scooters (collectively, the “**Product**”) the right to operate on, and access to, the public right-of-way as well as to offer the Product for use by the general public (“**Riders**”); and

WHEREAS, the Parties desire to enter into this Agreement, setting forth the terms and conditions that will govern their rights and obligations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1
TERM AND EXCLUSIVITY.**

This Agreement has an initial term of twenty-four (24) months commencing on the date of dock installation at the first Scooter Dock Location and, after such term, this Agreement shall auto-renew for successive twelve (12) -month terms unless either party provides a notice of non-renewal at least thirty (30) days before the end of the then applicable term (the “**Term**”). During the Term (the “**Exclusivity Period**”), the City shall not engage or contract with any other electric scooter rental vendor (“**Competitor**”), whether directly or indirectly, through any employee, agent, or otherwise, allocate or license space, or otherwise partner with, any Competitor.

This Agreement may be terminated, only for cause, by either Party, upon not less than ninety (90) days written notice to the other Party (the “**Cure Period**”). Such written notice shall adhere to the standards provided for in Article 8 of this Agreement and clearly set forth the specific reasons, circumstances and other details for which the terminating party believes gives it cause to terminate this Agreement. Upon either Party’s receiving written notice of termination for cause, the receiving party may cure or initiate cure of the alleged reasons for termination within the Cure Period. If the receiving party fails to cure such alleged reasons for termination within the Cure Period, the terminating party may immediately thereafter terminate this Agreement. Upon any such termination, White Fox will cease providing the Services and shall remove all Products from City Property within a reasonable time after the date of such termination.

ARTICLE 2 SCOOTER DOCK LOCATIONS.

2.1 DOCKS AND SCOOTERS

White Fox shall provide the Product for use in and on City Property, and each Scooter Dock(s) shall have a measurement customized to the space(s) provided by the City. The Scooter Docks shall be located in a location mutually agreed to by White Fox and the City (the “**Scooter Dock Location**”), which, to the extent feasible taking into account aesthetic, regulatory, safety and practical considerations satisfactory to the City, shall be near public and/or private buildings, parking lots, fixtures and other such permanent structures located on City Property, and shall be visible and easily accessible by Riders. White Fox reserves the right to affix third-party advertising to the Product. White Fox shall ensure that all Scooter Dock installations are performed either by the White Fox team or by licensed, bonded and insured contractors and that such contractors shall comply with all applicable laws and shall use commercially reasonable efforts to minimize disruption to City Property, City residents, and the general public. The City hereby licenses use of and access to the Product, and use of and access to the public right-of-way, to White Fox and the Riders during the Term (along with any personnel and agents of White Fox necessary for the Services) (the “**License**”). White Fox shall retain sole discretion to determine which Scooter Dock Locations are suitable for its operations and to refuse installation or remove a Scooter Dock from any Scooter Dock Location that White Fox determines is no longer suitable for its operations. The Parties may, by mutual written or email agreement, add any new location on City Property as an additional Scooter Dock Location hereunder, and any such new location shall be deemed to be a “Scooter Dock Location” for all purposes of this Agreement. White Fox reserves the right, notwithstanding any other provision in this Agreement, to, over the Term, dynamically increase or decrease the number of Product, or immediately suspend operation of the Product, and/or remove the Product from City Property altogether if such operations are not profitable over a period of thirty (30) days. If White Fox suspends operation of the Product, White Fox will resume operations, in its sole discretion, as soon as reasonably practicable. However, in no event shall White Fox increase the number of scooters in operation beyond the maximum number authorized by the City if such maximum number has in fact been established.

2.2 INTELLECTUAL PROPERTY

Each Party acknowledges that it has no right, title or interest in the other Party’s Intellectual Property (as defined below), and covenants that it shall not in any manner whatsoever represent that it has any ownership in or right, title or interest to any of such Intellectual Property. Upon the expiration or termination of this Agreement for any reason whatsoever, each Party shall cease and desist from all uses of such Intellectual Property of the other Party in any form or manner. “**Intellectual Property**” means any and all intellectual property rights of any nature (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) anywhere in the world whether registered, registerable, or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites; and all other intellectual property and other proprietary rights having equivalent or similar effect in any country or jurisdiction.

2.3 MARKETING

The Parties shall mutually agree upon reasonable marketing of the scooters to Riders, which may include but are not limited to, emails, brochures, and flyers. For the avoidance of doubt (i) White Fox shall not use the City’s Intellectual Property without the City’s prior written approval, which approval may be granted or withheld in the City’s sole discretion; and (ii) the City shall not use White Fox’s Intellectual Property without White Fox’s prior written approval which approval may be granted or withheld in White Fox’s sole discretion.

ARTICLE 3 NO AMENITY FEE

The City acknowledges that, under this Agreement, White Fox shall be allowed to install, maintain, advertise on, and operate Scooter Dock(s) at specified Scooter Dock Location(s) in the City and on City Property free-of-charge, and that White Fox shall install the Scooter Dock(s) at the applicable Scooter Dock Locations (and remove the same) free of charge to the City.

ARTICLE 4 DELIVERY AND MAINTENANCE

As between the Parties, White Fox is solely responsible for delivery, provision, maintenance, replacement, repair, security and installation of the Product and any accessories required to operate the Product, including any helmets or other protective gear. Repairs to any Product will be performed by a White Fox authorized staff member or agent and shall be performed promptly after notice to White Fox of the need for such repair by a Rider or by the City. White Fox shall regularly (no less than monthly) inspect the Products located at the Scooter Dock Locations in order to review and assure their safety and functionality.

ARTICLE 5 LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 6 INDEMNITY, INSURANCE AND LIABILITY

(a) White Fox shall, at all times during the Term of this Agreement, indemnify, defend and hold harmless, the City and its affiliates, officers, members, directors, agents and employees (the “**City Indemnitees**”) from and against: (i) any and all claims with respect to any infringement or other intellectual property claim related to or asserted with respect to White Fox Intellectual Property; (ii) any damage to persons or property, of any kind or nature, including bodily injury or death, related to or arising out of any use of any Product, including use or failure to use any helmet or other protective gear, in any manner and under any circumstance; (iii) any failure on the part of White Fox or the Services to comply with any local, state or Federal law, ordinance, regulation, statute or other legal requirement in any manner whatsoever; (iv) any claims, actions, suits, demands, damages, liabilities, obligations, losses, judgments, costs and expenses brought against any City Indemnatee arising out of or related to the Services; (v) any breach of this Agreement by White Fox, except, to the extent such liabilities arise out of gross negligence or intentional acts or omissions of the City Indemnitees.

(b) No City Indemnatee shall be responsible for damage or loss to possessions or items left in or with any Product, nor shall any City Indemnatee be responsible for damage to any Product or other gear, whether or not such damage is caused by other vehicle(s) or person(s) in the surrounding area, or by Riders or the general public.

(c) At all times during the Term of this Agreement, White Fox shall carry and maintain the following insurance coverage with a licensed insurance company rated A- or better by A.M. Best: Commercial General Liability in a form at least as broad as ISO CG 00 01, including coverage for occurrence such as bodily injury, property damage, personal and advertising injury and in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) general

aggregate. The City shall be added as an additional insured on White Fox liability policies and White Fox shall waive its rights of subrogation against the City. Additional insured coverage shall be no less broad than that provided in ISO CG 20 10, covering damages caused in whole or in part by the acts or omissions of the named insured. All insurance carried by White Fox, including any excess shall be primary and non-contributory with any insurance, including primary, carried by the City. White Fox or the insurer shall provide ninety (90) days' prior notice of any cancellation or termination of such insurance coverage (ten (10) days in event of non-payment), and, upon request, White Fox shall provide the City with a certificate of insurance evidencing such coverage and with endorsements documenting additional insured coverage, primary and non-contributory status and waiver of rights of subrogation.

ARTICLE 7 CONFIDENTIALITY.

Both Parties agree to maintain the confidentiality of the other Party's Confidential Information (as defined below) during the Term and for a period of two years thereafter. This Agreement imposes no obligation upon a receiving Party with respect to Confidential Information that: (i) is known at the time of the disclosing Party's disclosure thereof to the receiving Party; (ii) is, or becomes, publicly known, through no fault of the receiving Party subsequent to the time of the disclosing Party's disclosure thereof to the receiving Party; (iii) is developed by the receiving Party independently of, and without use of, the Confidential Information; (iv) is rightfully obtained by the receiving Party from third parties authorized to make such disclosure without restriction; (v) is identified in writing by the disclosing Party as no longer proprietary or confidential; or (vi) is required to be disclosed by law, regulation, or court order after giving reasonable notice to the disclosing Party. "**Confidential Information**" means all non-public information exchanged and among the Parties during the course of and with respect to this Agreement, and all prior and contemporaneous communications, representations, agreements and understandings, oral or written, between and among the Parties with respect to the subject matter hereof that is of a nature that would reasonably be inferred as being a trade secret or confidential.

ARTICLE 8 NOTICES

Any notice given under this Agreement shall be given in writing to the address on the signature page (or such other address for a Party as may be updated in accordance with notice to the other Party) and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested.

ARTICLE 9 AMENDMENT

This Agreement may be modified or amended only if the amendment is made in writing and signed by both Parties.

ARTICLE 10 GOVERNING LAW

The terms of this Agreement and the rights of the Parties hereto shall be governed and interpreted exclusively by the laws of the State of Oklahoma, without regard to its conflict of law provisions.

ARTICLE 11 SEVERABILITY

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. If any provision of this Agreement

shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE 12 RELATIONSHIP OF THE PARTIES AS INDEPENDENT CONTRACTORS

The Parties understand, acknowledge and agree that White Fox's relationship with the City is that of an independent contractor and nothing in this Agreement is intended to or should be construed to create a relationship other than that of independent contractor. This Agreement does not and shall not be construed to create any partnership, association, agency, or joint venture whatsoever as between White Fox and the City. Neither Party shall, by reason of any provision herein contained, be deemed to be the partner, agent or joint venturer of the other Party nor to have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other Party. It is understood that the rights, duties, obligations and liabilities of each of the Parties under this Agreement shall be individual, not collective or joint.

ARTICLE 13 ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of both Parties hereto, their respective heirs, legal or personal representatives, successors, and assigns.

ARTICLE 14 WAIVER OF CONTRACTUAL RIGHT

Neither the failure nor any delay by any Party hereto in exercising any right, power, provision, or privilege of this Agreement shall not be construed and will not operate as a waiver or limitation of that Party's right, power or privilege to subsequently enforce and compel strict compliance with every provision of this Agreement. To the extent permitted by applicable law: (i) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim of right unless it is made in writing, and agreed to and signed by the other Party; (ii) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (iii) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving the notice or demand to take further action without notice or demand as provided in this Agreement.

ARTICLE 15 ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior and contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof.

ARTICLE 16 COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart, facsimile or electronically transmitted signature to suffice as an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and signed on the date first above written.

"WHITE FOX"

WHITE FOX SCOOTERS, INC.

By: _____
Siddharth Saxena,
Founder and CEO

Address: 55 Cambridge Drive
Colonia, NJ 07067

"City"

SHAWNEE, OK

By: _____
Name: Chance Allison
Title: City Manager

Address: 16 West 9th Street
Shawnee, OK 74801

Attest:

By: _____
Name: Lisa Lasyone
Title: City Clerk

Regular Board of Commissioners

12.

Meeting Date: 07/19/2021

Variance Request

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a variance request for minimum separation between a proposed driveway and the Harrison and Independence Street intersection.

Attachments

Memo

Staff Report



Office of Engineering
MEMORANDUM

DATE: Monday, July 19, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: Consideration of variance for minimum separation between a proposed driveway and the Harrison and Independence Street intersection.

Scooter's Coffee has proposed a new driveway 103' North of the intersection of Harrison Street and Independence Street. According to the City subdivision regulations, Section 40.2.1 Table 2, the minimum separation for a proposed driveway and the intersection is 150'.

The applicant's northern property line only sits 137' from the intersection, meaning a standard drive on Harrison isn't permissible under the regulations. With that said, the applicant would like ingress/egress on Harrison, if possible. Through coordination with staff and ODOT traffic engineers, the applicant proposes a right-in-right-out drive approximately 103' from the intersection.

This layout would allow ingress-egress on Harrison Street, but would prevent legal left turns across 3 lanes of traffic. ODOT has stated they will approve the driveway pending city approval.

This item was heard before traffic commission on June 22, 2021.

Traffic Commission's Recommendation to City Commission:

Approval of the request, per staff's recommendation.

Staff's Recommendation to City Commission:

Staff Recommends approval of the right-in-right-out driveway, in accordance with the approved building permit plans.

City of Shawnee Engineering Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			TRAFFIC COMMISSION DATE: June 22, 2021	
APPLICANT: Olsson Inc. 11600 Broadway Ext., Suite 300 Oklahoma City, OK 73114		On behalf of: Scooter's Coffee 10500 Sapp Brothers Drive Omaha, NE 68138		
REQUEST LOCATION: 1502 N Harrison Ave. Shawnee, OK 74804				
SUMMARY OF REQUEST: The applicant has proposed a new right-in-right-out driveway within 150' of the intersection of Harrison Street and Independence Street.				
CURRENT ZONING: C-3	PROPOSED LAND USE: Coffee Service Drive-thru	PROPERTY SIZE: 17,400 SF	PARKING: (5) Standard Spaces & (1) Accessible Space	

STAFF REVIEW AND ANALYSIS

The existing site was previously developed but is currently vacant. It has two existing curb cuts, or driveways, on the east side of the site, on Harrison Street.

According to the City subdivision regulations, Section 40.2.1 Table 2, the minimum separation for the proposed driveway and the existing Independence and Harrison Street intersection is 150'.

The applicant has requested a variance from the minimum separation distance and is proposing a right-in-right-out driveway approximately 103' from the existing intersection.

The proposed Scooter's will redevelop a vacant property on one of the City's most visible corners. On Harrison Street, the proposed plan removes the closest drive to the intersection and shifts the proposed drive as far away from the intersection as possible, given the property boundaries. It also, has a full access drive on Independence Street.

Harrison Street is State Highway 18 and therefore requires an ODOT driveway permit. ODOT Division III has reviewed and tentatively approved the proposed right-in-right-out layout.

The right-in-right-out layout allows Scooter's patrons to enter from southbound Harrison but restricts left turns to eliminate queuing and potential accidents.

Staff recommends approval of the request of a right-in-right-out entry onto Harrison Street in accordance with the approved building permit set.

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: Proposed Site Plan

Exhibit 3: Site Images

Exhibit 1: Aerial Image



Exhibit 2: Proposed Site Plan

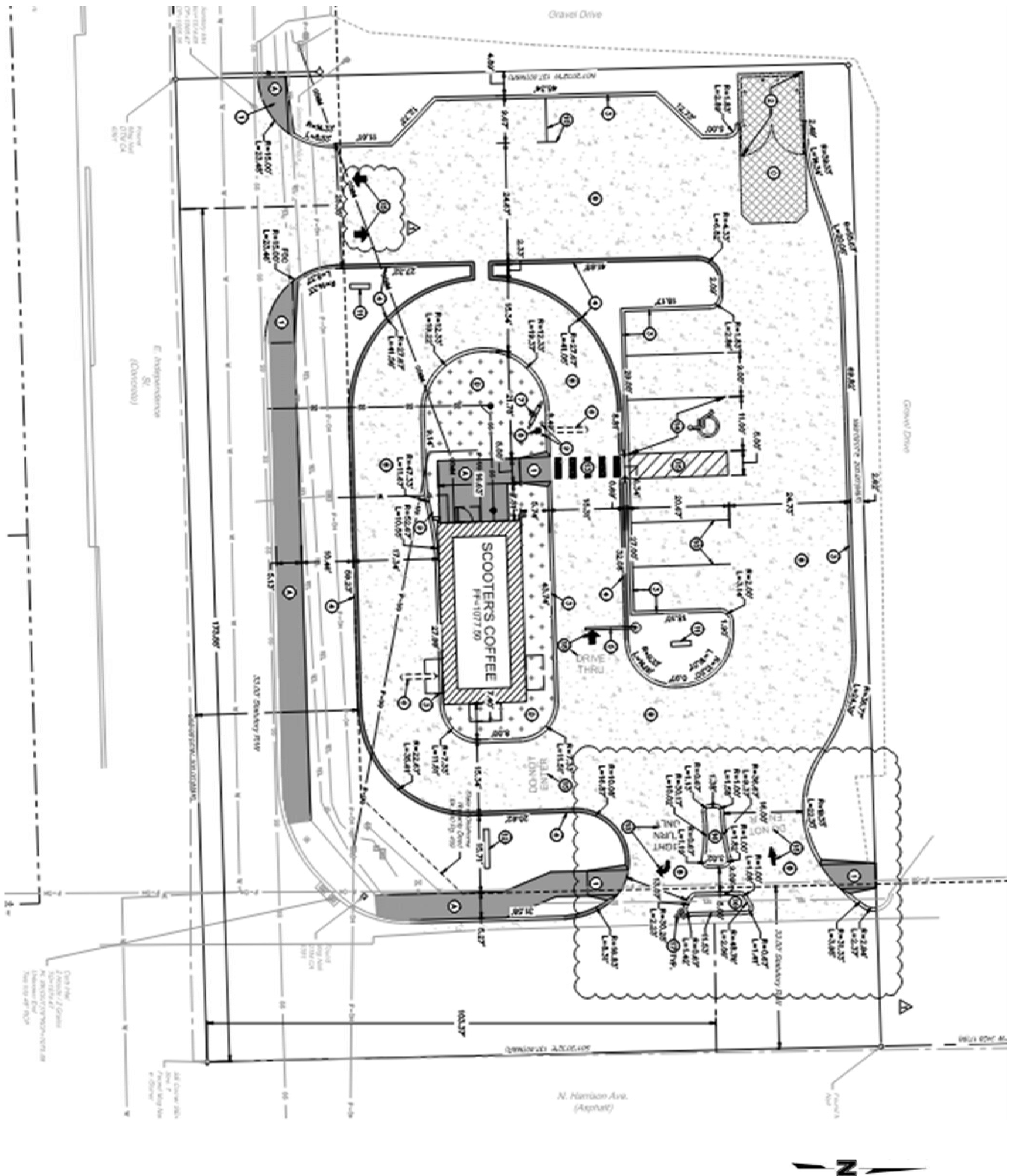


Exhibit 3: Site Images



Regular Board of Commissioners

13.

Meeting Date: 07/19/2021

Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Appeal

Staff Report

On behalf AWM Real Estate
I'm requesting a appeal
One the removal of the
Structure. Also requesting and
exterior for repairs.

AWM Real Estate



Antwonette Smith

405 636 4693

Antwonette98@live.com

RECEIVED

JUN 28 2021

PLANNING / CODE

RECEIVED

JUN 29 2021

CITY CLERK

City Statutes and Resolution 11-22-111

AWM Real Estate, LLC
PO Box 8387
Moore, OK 73153

26 June 2021

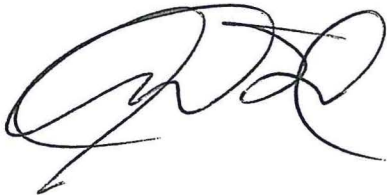
Dear Sir, Ma'am,

A preliminary report was given on my property located on 801 S. Beard St, Shawnee, OK 74801. Due to Covid-19 restrictions and quarantine, I was not able to keep up with the constant dumping of other people's trash, the constant vandalizing and constant theft of my property. I will need an extension to comply with the city ordinance. I do apologize for any inconvenience this may have caused to the city especially to my community and will require a meaningful 30 days according to 11-22-111 City and Towns Statutes to complete this task at hand. I want to thank everyone for their concerns and I will abide to this preliminary report set in place by the Municipal Governing Building Inspector on my property and I will be the one responsible to pick up trash, mow and remove any weeds, trees or shrubs and other items listed deemed a hazard to the environment within 30 days with your authorization. Thank you again.

Sincerely, *AWM Real Estate LLC*

During this Covid -19 season I have had serval deaths in my family including parents. We are currently getting back in line. Im asking for and extention to allow AWM Real Estate 60days to complete the damages .That is from wear and tear as well as members of the community stealing and destroying the property. The grids have been replace mulitlpe times. My contact info 405-626-4693

Antwone Her Smith



19-05371

19-05439

FS 1433344

FS 1386242

FS 1375054

21-02775

5-273-2121

Andrews 87



Community Development Department

MEMORANDUM

DATE: Monday, July 19, 2021
TO: City of Shawnee City Commission
FROM: Kevin Moore-Building inspector/ Interim Director
RE: Demo Appeal for 801 S Beard.

Honorable Mayor and Commissioners,

The Commercial structure at 801 S Beard had been brought to a Public Nuisance Administrative Hearing on 06.17.2021 and the owner did not appear or contact the City until they received administrative order on the property. The City has had to clean the property on multiple occasion's that we billed the property owner \$889.00 dollars that the owner has paid, attached are nine current photos taken on 06.15.2021 and one from 07.082021. 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.

Home : Business Services : Corp Search : Corp Information

Entity Summary Information

Select the buttons below to file or place an order.

To view Entity Details there will be a \$5.00 charge and you will need to click on **VIEW ENTITY DETAILS** button at the bottom of the page.

If you are ordering documents such as a "Certificate of Good Standing" or "copies" you will need to click on the **ORDER DOCUMENTS** button at the bottom of the page.

If you are filing a legal document such as a trade name, amendment, annual certificate, etc., you will need to click on **FILE A DOCUMENT** button at the bottom of the page.

View Entity Detail

File a Document

Order Documents

New Search

AWM REAL ESTATE, LLC

Details	
Filing Number:	3512599973
Name Type:	Legal Name
Status:	In Existence
Corp type:	Domestic Limited Liability Company
Jurisdiction:	Oklahoma
Formation Date:	14 Feb 2017

Registered Agent Information

Name:	AWM REAL ESTATE, LLC
Effective:	14 Feb 2017
Address:	14500 N. HIWASSEE ROAD
City, State , ZipCode:	JONES OK 73049

As of: 4/21/2021.

Property Owner**Name:** AWM REAL ESTATE LLC**Property Information****Physical Address:** 801 BEARD S**Mailing Address:** 12800 ROHAN CT

OKC, OK 73170

Type: (CI) Comm. Impr.**Tax Dist:** (93SHA) Shawnee SD**Millage Rate:** 101.04**Subdivision:** AP Shawnee**Block / Lot:** 159 / 013**Size (Acres):** 0.000**Extended Legal:** AP BLK 159 LOTS 13 THRU 16 CAR WASH**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	56,000	6,720
Building:	103240	12389
Total:	159,240	19,109
Exemptions:		0
Net Assessed:		19,109

Demo
Car Wash**Land:**

Land Use	Size	Units
Land-(6)	4.00	LT

Taxes:

Estimated Taxes:	\$1,931	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
1/7/2019	2019	243	Warr. Deed	262.50	\$175,000	AWM REAL ESTATE LLC		
6/3/2015	2015	7074	Warr. Deed	495.00	\$330,000	GOBER KENNETH W & TERRY L		
5/30/2012	2012	7425	JW	346.50	\$231,000	GOBER MARK S & ASHLEY R		
10/13/2006	2006	15578	Warr. Deed	1162.50	\$775,000	JEFF DEARING & SONS LLC		
4/24/2002	2002	6733	Warr. Deed	300.00	\$200,000	SILVIA CHRISTOPHER ETAL		

Check type of mail or service:

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

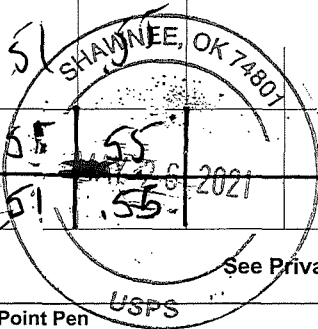
Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt

9.35

Addresssee (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
1318 E. Main Shawnee, OK 74801	.51	.55									
6 oakwood Dr. Shawnee, OK 74801											
12800 Rohan Ct. Oklahoma City, OK 73100											
P.O. Box 8387 Moore, OK 73153											
206 Farris Dr. Earlsboro, OK 74840											
850380 South 3530 Rd. Stard, OK 74079											
P.O. Box 98 Nicoma Park, OK 73064	.51	.55									
SLC- 8 Country Club	.51	.55									
SLC- 8 Country Club	.51	.55									

PS 20F2

NEOPOST
 05/26/2021
 US POSTAGE \$009.35⁰⁰
 ZIP 74801
 041L11258671



See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen



(Published One Time in The County Democrat, May 28, 2021).

**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 June 17th 2021(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 1311 N CENTER – Melrose Park Blk. 2 Lots 1 thru 4 – Cleora & Jack Bull c/o Darlene Bull

9:30 AM 801 S BEARD – AP Shawnee Blk. 159 Lots 13 thru 16 – AWM Real Estate LLC

10:00 AM 224 S OKLAHOMA – Seminole Blk. 4 lots 5 thru 8 – Jerry D. Place

10:30 AM 1318 E MAIN – Watson’s Blk. 3 lot 28 & 29 – Rhonda & Mae L. Simpson

11:00 AM 929 N DRAPER – Highland Heights Blk. 4 Lots 25 thru 28

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
/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE ss.

Renee’ Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

May 28, 2021

Publishing Fee \$ 81.25

/s/ Renee' Wortham

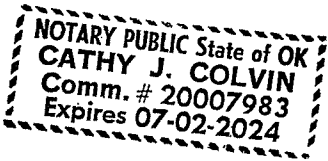
Subscribed and sworn to before me this 28th

day of May, 20 21

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24

COPY



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.**

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<u>9:00 AM</u>	1311 N CENTER – Melrose Park Blk. 2 Lots 1 thru 4 – Cleora & Jack Bull c/o Darlene Bull
<u>9:30 AM</u>	801 S BEARD – AP Shawnee Blk. 159 Lots 13 thru 16 – AWM Real Estate LLC
<u>10:00 AM</u>	224 S OKLAHOMA – Seminole Blk. 4 lots 5 thru 8 – Jerry D. Place
<u>10:30 AM</u>	1318 E MAIN – Watson’s Blk. 3 lot 28 & 29 – Rhonda & Mae L. Simpson
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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT



801 S. Beard

BUILDING INSPECTIONS PRELIMINARY REPORT

1. Structure lacking maintenance ~~Yes~~ No
2. Pedestrian Hazards ~~Yes~~ No
3. Vehicular Hazards ~~Yes~~ No
4. Public Nuisance Complaints ~~Yes~~ No
5. Tall Grass ~~Yes~~ No
6. Trash ~~Yes~~ No
7. Missing Drainage Grates ~~Yes~~ No
8. Missing Components for Structures Intended use
~~Yes~~ No

Building Inspector



Date 5-21-21



Notice of Hearing Concerning Dilapidated Building(s)

05/24/2021

AWM REAL ESTATE LLC
12800 ROHAN CT
OKLAHOMA CITY, OK 73170

Problem Property: 801 S BEARD
Legal: AP BLK 159 LOTS 13 THRU 16 CAR WASH

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 by and before a hearing officer of said City Planning department at 222 N. Broadway at 9:30 AM. on 06/17/2021; 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.

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: AWM REAL ESTATE LLC PO BOX 8387 MOORE, OK. 73153



05/26/2021 09:18

Jun 15, 2021 at 11:08:23 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:38 AM
Gordon Cooper D
Shawnee OK 74801
United States



Jun 15, 2021 at 11:09:00 AM
Gordon Cooper D
Shawnee OK 7480
United States



Jun 15, 2021 at 11:09:13 AM

Gordon Cooper Dr

Shawnee OK 74801

United States



Jun 15, 2021 at 11:07:51 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:07:59 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:02 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:13 AM
800-898 S Broadway Ave
Shawnee OK 74801
United States



Jun 15, 2021 at 11:08:40 AM
Gordon Cooper Dr
Shawnee OK 74801
United States



Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 801 S Beard
Lot 013 , Block 159
AP Shawnee

OWNER: **AWM REAL ESTATE LLC**

HEARING DATE: June 16, 2021

CAUSE: Dilapidated Commercial Structure

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a single-story rock and steel framed commercial car wash which is not being maintain .
- Building Official Report: The property is not being maintain the structure's are falling apart and it appears that the sediment traps are not drain causing standing water and or sewer to bypass in the wash bays , there is also trash cans at the vacuum station's that are full and due to the lack of maintenance trash is all over the property.
- Notice mailed by Certificate of Mailing and posted upon property on or about May 26, 2021.
- There is no mortgage
- taxes are paid

COMMENTS:

- This building was reported by a citizen as dilapidated . Staff confirmed that the commercial structure's was a dilapidated structure. Given the extent of deterioration restoration is practical. My recommendation is for the owner to pull a remodel permit and repair the property and bring it back up to code or to demo the commercial structure.

CURRENT STATUS:

- There has been no change in the building's physical condition as of June 15, 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 July 19 ,2021.

Sign In Sheet

DATE 6-17-21

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
311 N. center 801	failed to appear		
0. Beard 224	failed to appear		
5. Okla. 1318 E. Main 929	J. O. Pl. J. Anthony D. Fowles		850380 S. 3530 RD. STRAND AK 74079 1318 E. Main
U. Draper	failed to appear		

HEARING DATE 6-17-21 ADDRESS 801 S Beard

OWNER PRESENT Yes/No/Who _____

TIME MEETING STARTS 9:30 9:55

NOTES _____

NO SHOW

No mortgage Taxes paid

recom permit to update NO show Demo

ORDER Demo

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

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

ADMINISTRATIVE ORDER

Now, on this 17th day of June, 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 _____

/ / 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) 801 S. Beard

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 June 28th, 2021 and shall complete such work no later than July 19th, 2021.

Failed to appear
Property owner or Representative

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

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



06/17/2021 13:02



Action Center

222 N. Broadway

Shawnee, OK 74801

(405) 878-1752 Fax (405) 878-1587

www.ShawneeOK.org

On July 8, 2021, our office received a call about trash at 801 S Beard. Upon our investigation into this complaint, we came across a few boxes with names on them. Enclosed are pictures of the names on boxes that were found. You are receiving this courtesy letter letting you know that you need to remove this mess or be fined \$500 for illegal dumping.

If you have any questions, you may reach me at 405-878-1752 or by email christiheaps@shawneeok.org

Thank you,

Christi Heaps
Code Enforcement Officer



07/08/2021 13:44

Regular Board of Commissioners**14.**

Meeting Date: 07/19/2021

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Public hearing and consideration of an ordinance to rezone property located at 33001 Lake Road, containing approximately 4-acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a wedding venue with the sale and consumption of alcoholic beverage on the premises. Case No. CUP01-21, Applicant: Greta Madson. (Enterprises, LLC). *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*

Attachments

Staff Report

Ordinance

MEMORANDUM

DATE: July 12, 2021

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

=====

CASE: CUP0-21 **REQUEST:** Rezone A-1 to A-1 with CUP (Conditional Use Permit)

Applicant: Greta Madsen (Enterprises, LLC)

Address: 33001 Lake Rd

Legal Description: Lot 1 A, Mosler Tract

Current Zoning: A-1 Requested Zoning: Rezone A-1 to A-1 with CUP

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 7, 2021

PC Recommendation: Approval

Conditions: --CUP to allow on-site alcohol sale & consumption - wedding venue

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER						
LOFTIS-WALTON			X			
JOHNSON	Approve		X			
DEEM (CHAIR)			X			
LESTER			X			
ENGLES		X	X			
ROWELL			X			



Planning Commission Meeting – 07.07.2021 – City of Shawnee, Oklahoma

Staff Report – CUP01-21– Conditional Use Permit – 33001 Lake Rd

To: Shawnee Planning Commission

From: Planning Department

Date: June 16, 2021

Subject: CUP-01-21 – Request for a Conditional Use Permit (CUP) for approximately 4-acres located at 33001 Lake Road for a wedding and special events venue where alcoholic beverages may be sold and consumed.

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of July 7, 2021.

Background

The subject property is located at 33001 Lake Road and is approximately 4-acres. An existing 50' x 80' structure was previously known as the Shawnee Home Builders Association Cabin (SHBA) and utilized for the SHBA meetings. The Conditional Use Permit (CUP) is to allow for a wedding and special events venue with the on-site sale and consumption of alcoholic beverages. The applicant for this CUP request is Greta Madson (Enterprises, LLC).

Discussion

Referencing the City of Shawnee Zoning Code [Article VII. – Zoning] in DIVISION 4. - Agricultural Uses, Section 22-260.- Uses. The uses permitted with zoning A-1 (Rural Agricultural District) are set forth in the Table 22-260. The bottom of the table states, *“In the cases a use is not listed above and which, in the opinion of the director, is similar in character and is not more... detrimental to the area in which it is located, by reason of noise..., traffic congestion, or danger to life and property is also permitted.”*

The Planning Director finds the proposed wedding and special events venue to be in the same spirit of the previous use, and the proposed activities are not detrimental to the area or public.

Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. *“The uses designated under the various districts herein as “conditional uses” are so classified because they could more intensely dominate the area in which they are located....”* The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project.

Operations under **CUP01-21** shall adhere to all regulations within Code of Ordinances of the City of Shawnee Oklahoma including but not limited to the current noise standards (quiet hours); obtaining a Business Occupancy License through the Planning Department; and any business that requires a license from the Oklahoma ABLE Commission shall provide a current copy of said license along with the Business Occupancy License application.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP01-21**, which requests to rezone property located at 33001 Lake Road from **A-1** (Rural Agricultural District) to **A-1** (Rural Agricultural District) with a **CUP** (Conditional Use Permit) for the purpose of a wedding and special event venue with the sale and consumption of alcoholic beverage on the premises.





PLANNING COMMISSION APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: _____

Project Number: 20210351

Date Filed: 4.26.2021

Planning Commission Secretary

REQUEST:

____ Rezoning
☒ Conditional Use Permit

____ Rezoning w/Conditional Use Permit
____ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from _____ District to _____ District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 33001 Lake Rd.

LEGAL DESCRIPTION: Lot 1A Mosler Tract

PROPERTY OWNER (S): Greta Madison Enterprises, LLC

PROPERTY AGENT (APPLICANT): _____

APPLICANT'S ADDRESS: 15101 Eckel Rd

CITY: Shawnee STATE: OK ZIP: 74801

EMAIL ADDRESS: gretamadsen@yahoo.com

TELEPHONE NUMBER: (405) 819-5831 CONTACT NUMBER: (____) _____

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: _____ CURRENT USE: rental

PROPOSED ZONING: _____ PROPOSED USE: rental

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OFFICIAL OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

[Signature]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 314
V# 2502 \$380.00

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

PT W1/2 NW 23-10N-2E.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: APRIL 8, 2021 at 7:30 AM

First American Title Insurance Company

By: 
Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 017
File No. 2625631-OK99

OWNERSHIP LIST

ORDER NO 2625631-SH99

DATE PREPARED: April 22, 2021

EFFECTIVE DATE: April 8, 2021 at 7:30 am

OWNER	LOT	BLK	ADDITION
CITY OF SHAWNEE SHAWNEE, OK 74801			I-3SR PT W1/2 NW 23-10N-2E
CITY OF SHAWNEE SHAWNEE, OK 74801			I-3SR S1/2 SE & SW & W1/2 NW SE 23-10N-2E
CITY OF SHAWNEE SHAWNEE, OK 74801			I-3SR SE LESS 37.5A & SE SW NE SW & SE SW SW & NE 22-10N-2E
NIX TAMMY 33203 LAKE RD SHAWNEE, OK 74801			I-3SU BEG 1650'W NE/C NW S792' E440' N792' W440' POB 23-10N-2E
BIG EAGLE DEBRA JEAN 16311 ARCHERY RANGE RD SHAWNEE, OK 74801			BEG 1650.11'W & 784.24'S NE/C NW/4 E320' S850' W320' N858'POB 23-10N-2E
WHITE SAMUEL & CANDA 16501 ARCHERY RANGE RD SHAWNEE, OK 74801			BEG NE/C NW/4 W770' S792' W560' S858' E338.69'S982.81' E989.13'N1314.06' TO THE NE/C SE/4 NW/4N 26.26' E825.01' N505.87' W825' N792' POB LESS 13.63AC DESCRIBED AS BEG NE/C NE/4 NW/4 W20' POB W750' S792' S89*54'55"E751.19' N972' POB & LESS 10.03AC DESCRIBED AS BEG NW/C NW NE S792' E825' S505.87' W825.01' N385.19' W20' N909.5' E20' POB 23-10N-2E

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: PT W1/2 NW SECTION 23 – TOWNSHIP 10NORTH – RANGE 2 EAST CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA A/K/A LOT 1A, MOSLER TRACT GENERAL LOCATION KNOWN AS 33001 LAKE ROAD, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the ____ day of ____, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: PT W1/2 NW SECTION 23 – TOWNSHIP 10NORTH – RANGE 2 EAST CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA A/K/A LOT 1A, MOSLER TRACT GENERAL LOCATION KNOWN AS 33001 LAKE ROAD, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of ____, 2021.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

15.

Meeting Date: 07/19/2021

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 15515 Perry Road, containing approximately 1.5-acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a garage/cottage guest house (ADU (Accessory Dwelling Unit)). Case No. CUP02-21, Applicant: Edward and Sandra Moore. *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*

Attachments

Staff Report

Ordinance

MEMORANDUM

DATE: July 12, 2021

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

=====

CASE: CUP02-21 **REQUEST:** Rezoning from A-1 to A-1 with CUP (Conditional Use Permit)

CUP for garage/guest cottage (ADU) Accessory Dwelling Unit

Applicant: Edward and Sandra Moore

Address: 15515 Perry Road Shawnee, OK

Legal Description: Lot 3, Roewe Tract (Twin Lakes)

Current Zoning: A-1 Requested Zoning: A-1 with CUP

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 7, 2021

PC Recommendation: Approval

Conditions: --

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER						
LOFTIS-WALTON	Rec. Approval		X			
JOHNSON			X			
DEEM (CHAIR)			X			
LESTER			X			
ENGLES			X			
ROWELL		X	X			



Planning Commission Meeting – 07.07.2021 – City of Shawnee, Oklahoma

Staff Report – CUP02-21– Conditional Use Permit – 15515 Perry Rd

To: Shawnee Planning Commission

From: Planning Department

Date: June 16, 2021

Subject: CUP-02-21 – Request for a Conditional Use Permit (CUP) at 15515 Perry Road, approximately 1.5-acres, for an Accessory Dwelling Unit (ADU), specifically a detached garage with a guest cottage on the second story.

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of July 7, 2021.

Background

The subject property is located at 15515 Perry Road, is approximately 1.5-acres, and has an existing single-family residence. The Conditional Use Permit (CUP) is to allow for an Accessory Dwelling Unit (ADU) presented as a guest cottage above a detached garage. The applicants for this CUP request are Edward and Sandra Moore.

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. *“The uses designated under the various districts herein as “conditional uses” are so classified because they could more intensely dominate the area in which they are located....”* The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project.

In the Code, Section 22-120. – Permitted uses. (8) *“Guest cottages may be approved as an accessory use to an existing single-family residence with an approved conditional use permit ¹, provided that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence.”*

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP02-21**, which requests to rezone property located at 15515 Perry Road from **A-1** (Rural Agricultural District) to **A-1** (Rural Agricultural District) with a **CUP** (Conditional Use Permit) for an Accessory Dwelling Unit (ADU) as a detached garage with an upstairs guest cottage.



PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: 20210335

Project Number: _____

Date Filed: 4-22-2021

Planning Commission Secretary

REQUEST:

☐ Rezoning

☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit

☐ Planned Unit Development

REQUESTING A GARAGE/COTTAGE GUEST HOUSE AS PER ATTACHMENT

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from _____ District to _____ District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 15515 PERRY RD.

LEGAL DESCRIPTION: LOT 3 ROENE TRACT (TWIN LAKES)

PROPERTY OWNER (S): EDWARD D. & SANDRA J. MOORE

PROPERTY AGENT (APPLICANT): SAME

APPLICANT'S ADDRESS: 15515 PERRY RD.

CITY: SHAWNEE STATE: OK ZIP: 74801

EMAIL ADDRESS: Ed @ PrayerForceOne.com

TELEPHONE NUMBER: (405) 818-9244 CONTACT NUMBER: () SAME

DIMENSIONS OF PROPERTY:

LAKE LEASE AS PER ATTACHMENT.

AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: _____ CURRENT USE: _____

PROPOSED ZONING: _____ PROPOSED USE: _____

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Edward D. Moore
SIGNATURE OF APPLICANT

Sandra J. Moore

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00 ✓

RECEIPT NO. 307

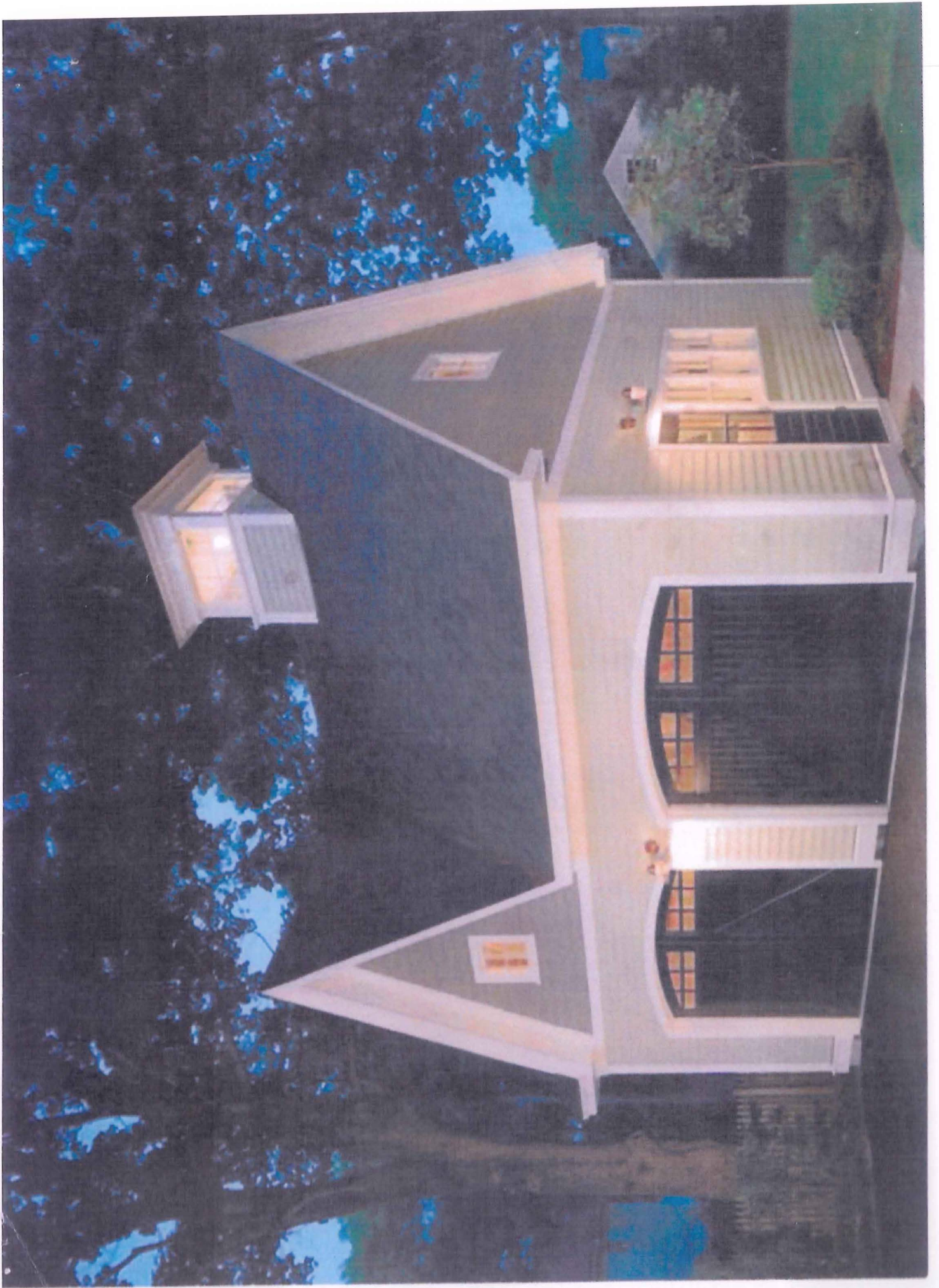
PLANNED UNIT DEVELOPMENT FEE \$ 550.00

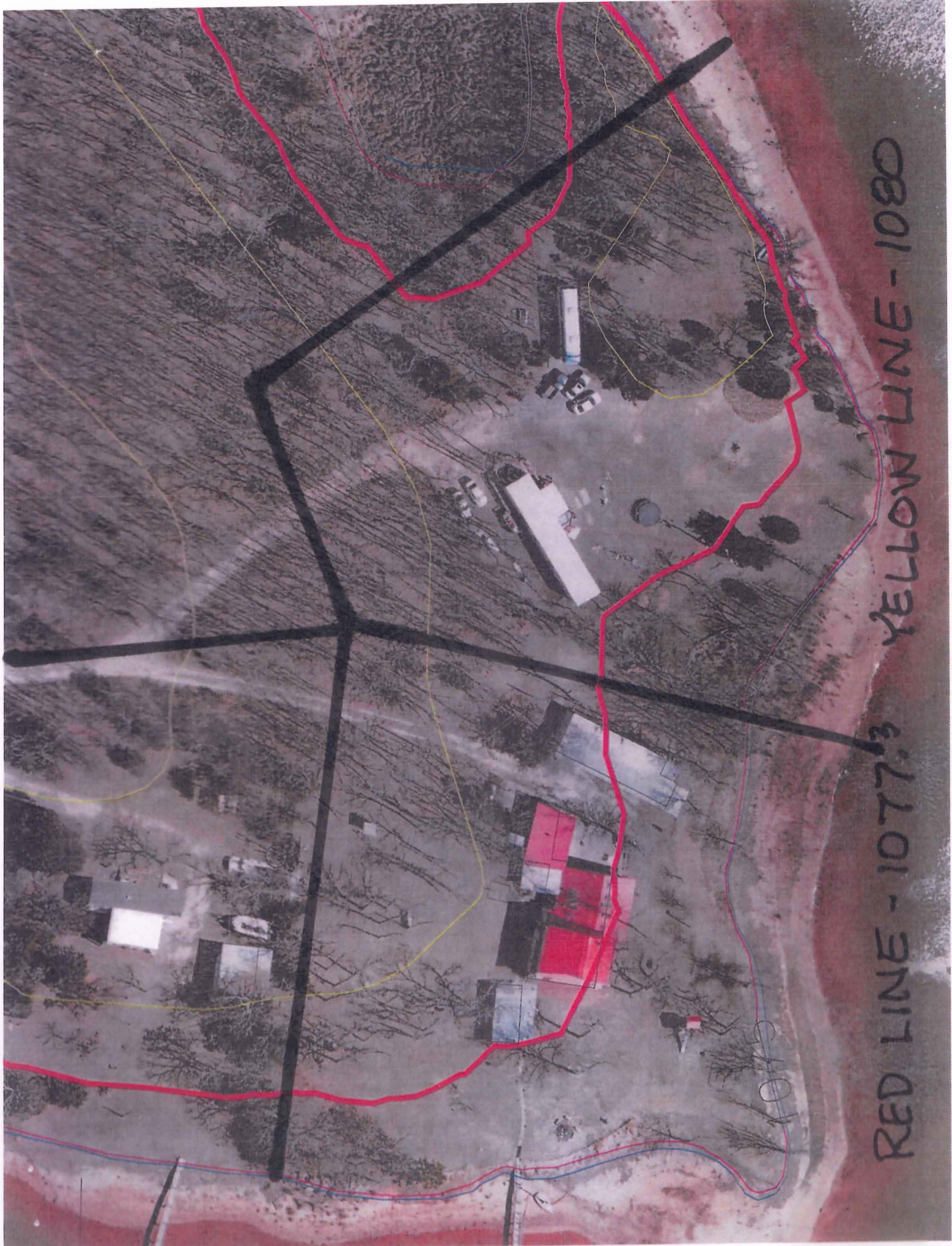
NOTIFICATION SIGN \$ 50.00 ✓

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____





RED LINE - 1077.3

YELLOW LINE - 1080

13



property lines are only estimated 15515 PERRY RD.

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 009612**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 18, 2011 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

EDWARD MOORE
of 15515 PERRY RD SHAWNEE OK 74801 .
SANDRA MOORE
of 15515 PERRY RD SHAWNEE OK 74801.
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 612.00 dollars for 2011, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15515 PERRY RD
LOT 3 ROEWE TRACT**

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

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

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

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

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

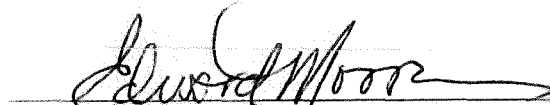
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

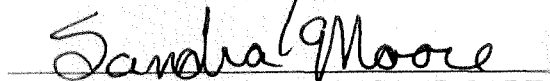
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: 
MAYOR
PARTY OF THE FIRST PART

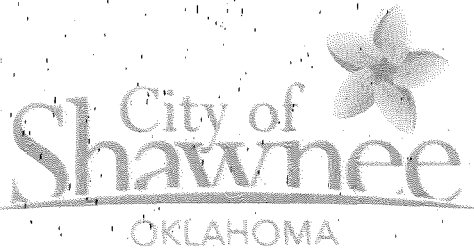
ATTEST:


CITY CLERK Deputy


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

Telephone: 405.878.1616
Fax: 405.878.1587
www.ShawneeOK.org



Planning Department
222 N. Broadway Ave
Shawnee, OK 74801-6918

**EDWARD & SANDRA MOORE
EDWARD MOORE
15515 PERRY RD**

SHAWNEE OK 74801

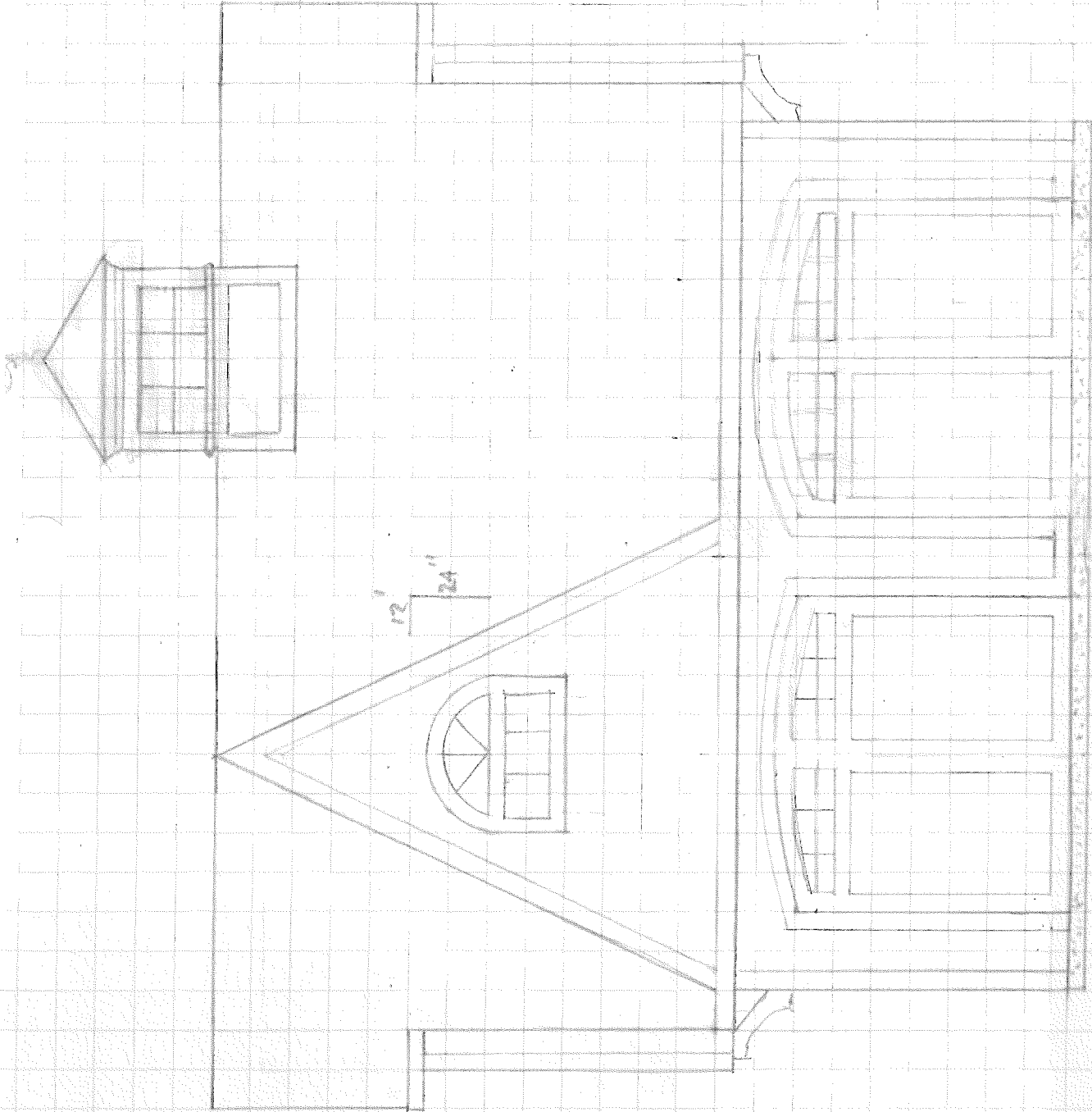
THANK YOU FOR YOUR LAKE LEASE PAYMENT
RECEIPT ENCLOSED

License Number : 009612
Lake Site Location : 15515 PERRY RD
Expiration Date : 6/18/2021

If you have any questions, please call (405) 878-1616 or email Shalah.Black@ShawneeOK.org.

Sincerely,
Shalah Black
City of Shawnee

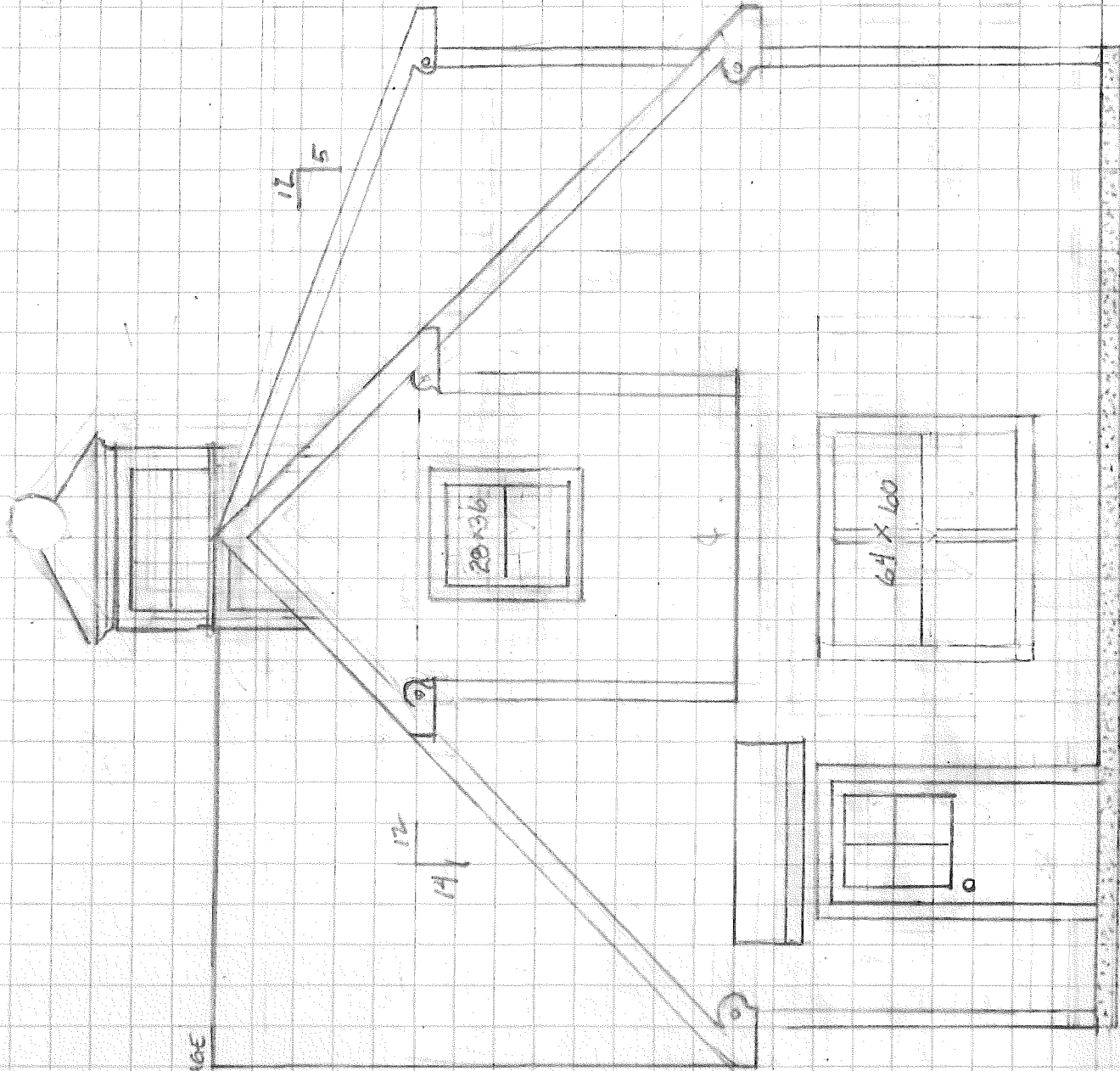
(2)



3

15515 PERRY RD

CARRIAGE HOUSE GARAGE



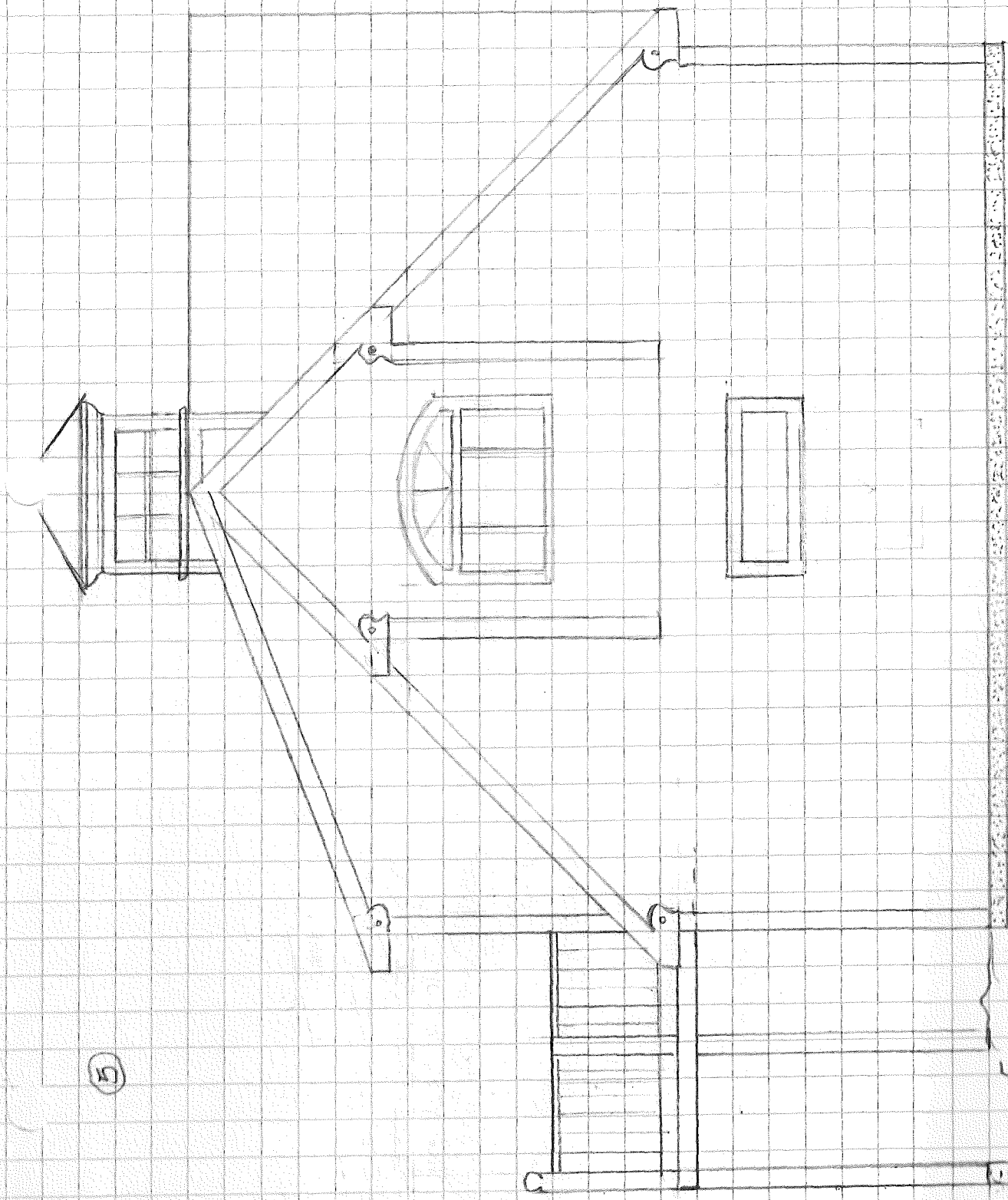
SOUTH ELEVATION

SCALE 1/4" = 1'

SCALE 1/4" = 1'

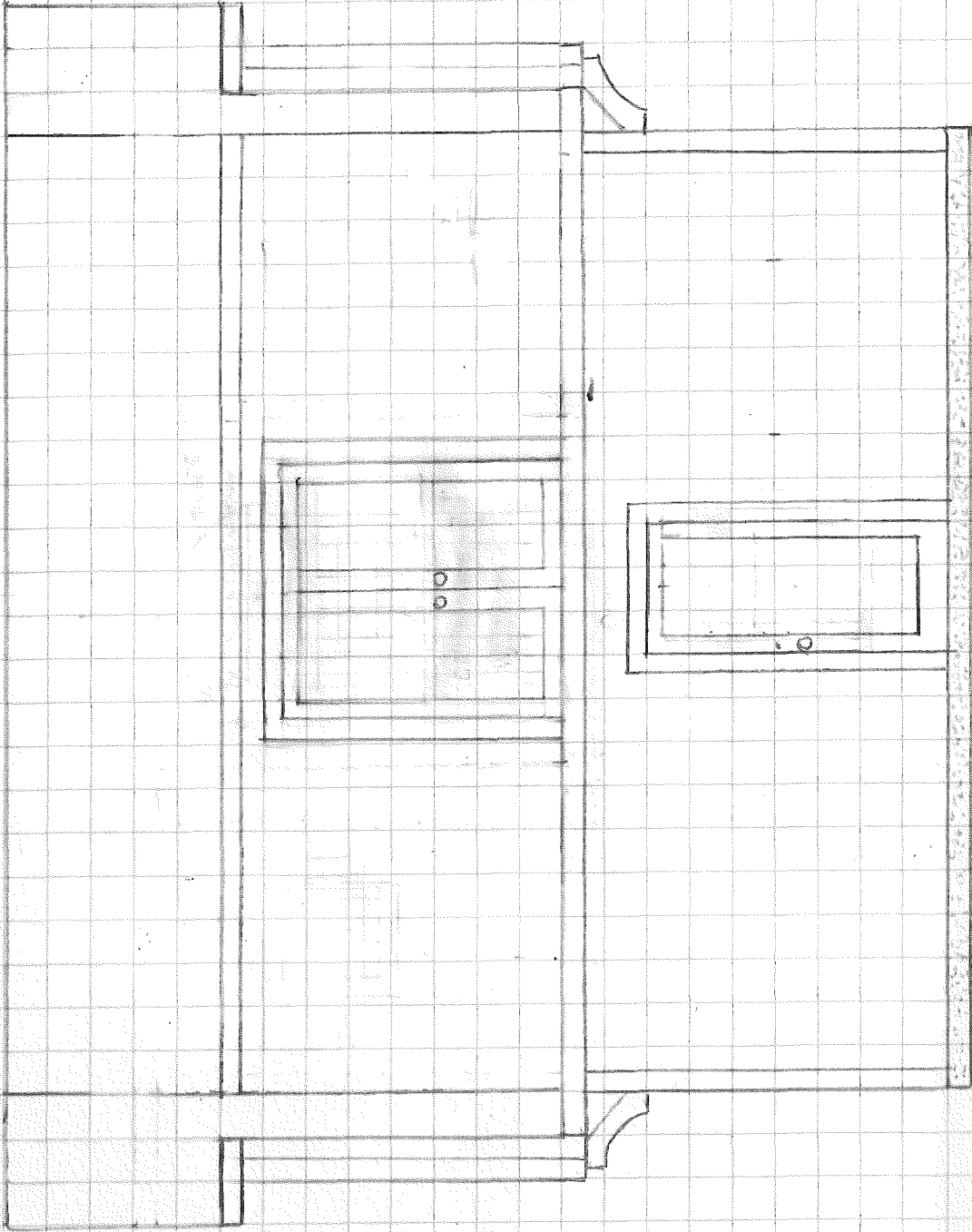
NORTH ELEVATION

24'



5

④



EAST ELEVATION

SCALE $\frac{1}{4}'' = 1'$

9

15515 PERRY RD

CARRIAGE HOUSE

GARAGE

DECK

CLOSET

W/D

SLIDE STAIRS AND WALL

TOILET

SINK

BREAKFAST BAR

SHEDDING COLUMN

PONY WALL

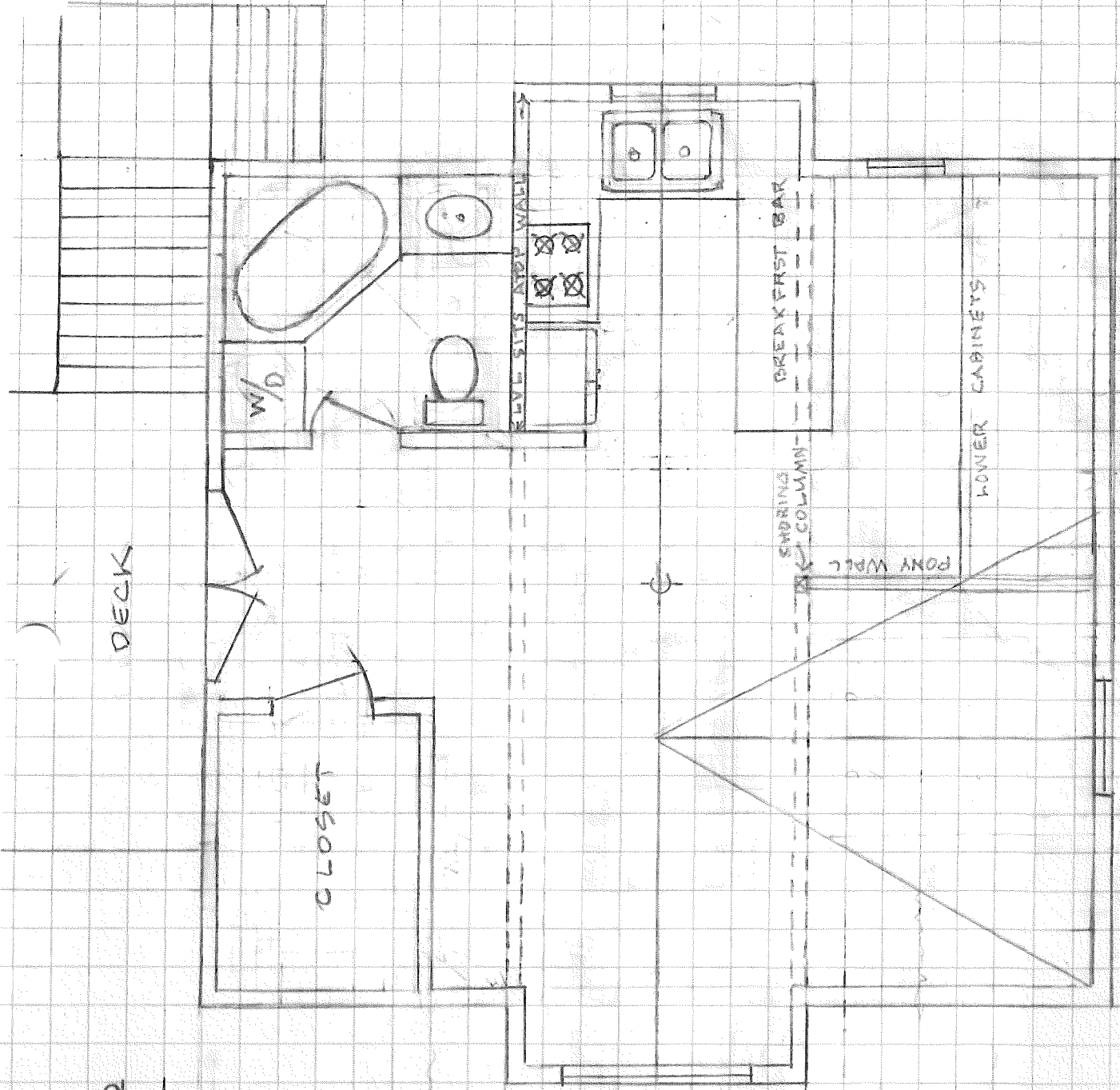
LOWER CABINETS

FRONT

SCALE 1/4" = 1'

GUEST APARTMENT

FLOOR PLAN





Permit #: 20210338

Address: 15515 Perry Rd

City: Shawnee

State: OK

Zip: 74801

Receipt #: 307

Date: 04/22/2021

Paid By: EDWARD MOORE

Description:

Payment Type: Check

Payment Type Description: 7896

Accepted By: Sandi Rehagen

Fees Paid

Fee Name	Description	Factor	Total Fee Amount	Amount Paid
CUP		0.00	280.00	280.00
			Total:	\$280.00



EDWARD D MOORE
SANDRA J MOORE
15515 PERRY RD.
SHAWNEE, OK 74801-3469

86-8582/3030

7896

4-22-2021
Date

Pay to the
Order of

City of Shawnee

\$ 50.00

fifty dollars + 10/100

Dollars



Security Features
Included.
Check on Back.



P.O. Box 45760
Tinker Air Force Base
Oklahoma 73145
(405) 732-0324

HELPING OUR MEMBERS ACHIEVE THEIR
GOALS AND REALIZE THEIR DREAMS

For

sign fee

ED Moore

M*

⑆ 303085829⑆ 1020008812816⑆ 07896

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: PT SECTION 15 – TOWNSHIP 10NORTH – RANGE 2EAST CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, A/K/A LOT 3, ROEWE TRACT, GENERAL LOCATION KNOWN AS 15515 PERRY ROAD, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the ____ day of ____, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: PT SECTION 15 – TOWNSHIP 10NORTH – RANGE 2EAST CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, A/K/A LOT 3, ROEWE TRACT, GENERAL LOCATION KNOWN AS 12212 PERRY ROAD, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A CUP (CONDITIONAL USE PERMIT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of ____, 2021.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

16.

Meeting Date: 07/19/2021

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 3715 North Kickapoo Avenue, containing approximately 2.5-acres, from C-2 (Suburban Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District). Case No. RZ06-21, Applicant: Kim Wheeler on behalf of HIA Legacy, LLC. *(Public hearing rescheduled from June 21, 2021 to July 19, 2021.)*

Attachments

Staff Report

Ordinance

MEMORANDUM

DATE: July 12, 2021

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

=====

CASE: CUP02-21 **REQUEST:** Rezoning from R-1 and C-2 to C-3 (Single-Family Residential District)

and (Suburban Office Commercial District) to (Highway Commercial District)

Applicant: Kim Wheeler on behalf HIA Legacy LLC

Address: 3715 N. Kickapoo Ave. Shawnee, OK

Legal Description: S6 - T10N - R4E ±2.5-acres

Current Zoning: R-1 and C-2 Requested Zoning: C-3 (Highway Commercial District)

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 7, 2021

PC Recommendation: Approval

Conditions: --

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER						
LOFTIS-WALTON	Rec. Approval		X			
JOHNSON			X			
DEEM (CHAIR)			X			
LESTER			X			
ENGLES		X	X			
ROWELL			X			



Planning Commission Meeting – 07.07.2021 – City of Shawnee, Oklahoma

Staff Report – RZ06-21– Conditional Use Permit – 3715 N. Kickapoo Ave.

To: Shawnee Planning Commission

From: Planning Department

Date: June 16, 2021

Subject: RZ06-21 – Request to rezone property located at 3715 North Kickapoo Avenue, containing approximately 2.5-acres, from C-2 (Suburban Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District).

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of July 7, 2021.

Background

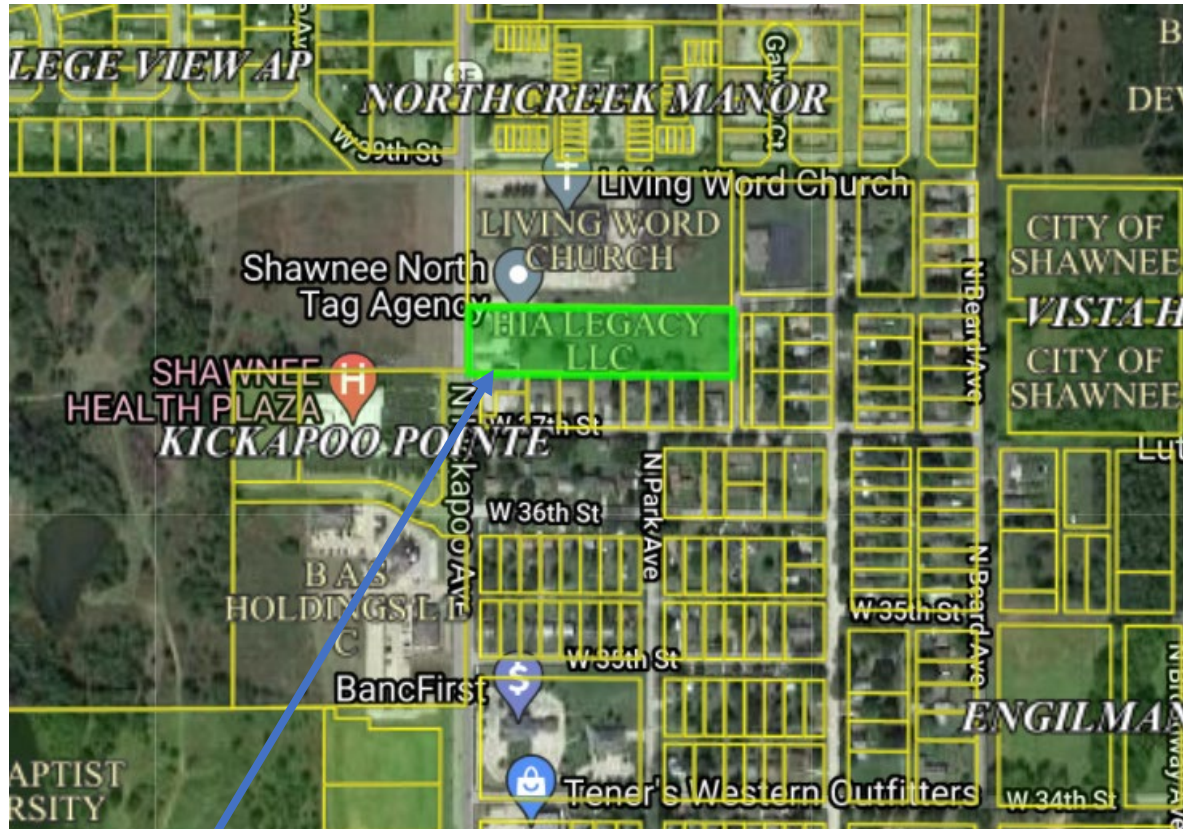
The subject property is located at 3715 N. Kickapoo Avenue and is approximately 2.5-acres. Currently the property that fronts Kickapoo is zoned C-2 (Limited Office District). The remain property to the east is undeveloped and zoned R-1 (Single Family Residential District). The request is to rezone the parcel to a single zoning district, C-3 (Highway Commercial District). The applicant for this rezoning request Mr. Kim Wheeler.

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *“...be amended, supplemented, changed, modified or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change.”* The appropriate notice of a public hearing was posted for this application. The 2040 Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property as a Mixed Use land use designation, which is compatible with C-3 zoning.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ06-21**, which requests to rezone property located at 3715 North Kickapoo Avenue from C-2 (Suburban Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District).



3715 N. Kickapoo Ave.
C-2 and R-1 to C-3
RZ06-21

Next due
5-2



PLANNING COMMISSION APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: R2-06-21

Project Number: 20210371

Date Filed: 5-3-2021

Planning Commission Secretary

REQUEST:

☒ Rezoning
☐ Conditional Use Permit
☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from C-2 & R-1 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 3715 N. KICKAPOO, Shawnee, OK

LEGAL DESCRIPTION: Sec. 06/Tnshp. 10/R-004 - Beg. 330'S NW/4 SW E660'S 165' W660' N165' POB

PROPERTY OWNER (S): HIA Legacy, LLC

PROPERTY AGENT (APPLICANT): Kim A. Wheeler

APPLICANT'S ADDRESS: 510 Timberlane

CITY: Stroud STATE: OK ZIP: 74079

EMAIL ADDRESS: kawheeler1226@gmail.com

TELEPHONE NUMBER: (918) 290 9260 CONTACT NUMBER: (918) 290 9260

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
2.5 Acres LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: C-2 AND R-1 CURRENT USE: Tag Agency and VACANT LAND

PROPOSED ZONING: C-3 PROPOSED USE: Comm. Strip Shopping / Offices

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OFFICIAL OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

[Signature]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. 327 \$330.00 Cash

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____



SMITH BROTHERS

ABSTRACT

118 N. Broadway Avenue

Shawnee, OK 74801

Phone: (405)273-9820 Fax: (405)273-9813

R206-21

State of Oklahoma
County of Pottawatomie

} SS

SPECIAL CERTIFICATE

IN RE: A tract of land described as Beginning at a point 330 feet South of the Northwest Corner of the Southwest Quarter (NW/4 SW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 660 feet; thence South 165 feet; thence West 660 feet; thence North 165 feet to the Point of Beginning.

The undersigned a duly bonded and qualified abstract company within and for Pottawatomie County, Oklahoma, hereby certifies that the current year's tax rolls in the office of the Pottawatomie County Treasurer shows the names and addresses of the owners of the property abutting and within 300 feet in any direction of the before described real estate as follows, to-wit:

NAME AND ADDRESS

LEGAL DESCRIPTION

HIA Legacy, LLC
3715 N Kickapoo
Shawnee, OK 74801

BEG 330'S NW/C SW E660' S165' W660' N165' POB
6-10N-4E

Shawnee Medical Properties, LLC
4324 Grant Blvd
Yukon, OK 73099

KICKAPOO POINTE SECTION 1 BLOCK 1 LOT 1

Oklahoma Baptist University
500 W University
Shawnee, OK 74801

COMM SE/C SE TH N1324.88' TO THE SE/C OF N/2
SE TH W583' POB TH W2048.84' N1326.38' E2633.65'
S500' W583' S825.44' POB

Living Word Church
PO Box 3044
Shawnee, OK 74802

93-SU BEG NW/C SW E660' S330' W660' N330' TO
POB

Pottawatomie-Lincoln Baptist Association
2302 N Kickapoo
Shawnee, OK 74801

ARMOURDALE BLK 9 LOTS 1 THRU 18

Cesar Salazar
14700 Legate Rd
Yukon, OK 73099

ARMOURDALE BLK 10 LOTS 1 THRU 3

Amanda Vineyard
3719 N Market
Shawnee, OK 74804

ARMOURDALE BLK 11 LOTS 10 & 11

John Bowen
3715 N Market
Shawnee, OK 74804

ARMOURDALE BLK 11 N1/2 LOT 7 & ALL LOTS 8 & 9

John A Ring
3711 N Market
Shawnee, OK 74804

ARMOURDALE BLK 11 LOTS 5 & 6 & S1/2 LOT 7

David K Kesler and Penny S Kesler
3707 N Market
Shawnee, OK 74804

ARMOURDALE BLK 11 LOTS 3 & 4

John David Doak and Teresa Ann Doak
213 W 36th
Shawnee, OK 74804

ARMOURDALE BLK 11 LOTS 1 & 2

Brenda Behlen and Lorraine Waybourn
301 Shenandoah Dr
Eules, TX 76039

ARMOURDALE BLK 8 N70' LOTS 14 THRU 18

Alex P Benard and Justin G Benard
3714 N Market
Shawnee, OK 74801

ARMOURDALE BLK 8 S60' LOTS 14 THRU 18

Kenda Renato
3710 N Market
Shawnee, OK 74804

ARMOURDALE BLK 8 N55' LOTS 1 THRU 5 & 10' VAC
ALLEY ADJ

Roberta F Martin
3702 N Market
Shawnee, OK 74804

ARMOURDALE BLK 8 S75' LOT 1 THRU 5

John C Akins and Tracy D Akins
215 W 38th
Shawnee, OK 74804

ARMOURDALE BLK 8 LOTS 11-13 & THE NORTH
HALF OF VACATED ALLEY ADJACENT TO LOTS
11-13

Brenda J Goode
11537 NS 3620
Seminole, OK 74868

ARMOURDALE BLK 8 LOTS 6 THRU 8 & S1/2 VAC
ALLEY ON NORTH

City of Shawnee
PO Box 1448
Shawnee, OK 74802

ARMOURDALE BLK 8 LOTS 9 & 10

Brenda J Goode
11537 NS 3620
Seminole, OK 74868

ARMOURDALE BLK 5 LOTS 1 THRU 4

Judith J Jackson and Mark A Ragsdale and Terri J
Mastin
210 W 36th
Shawnee, OK 74804

ARMOURDALE BLK 5 LOTS 5 & 6

Leslie Gibson and Cindy Gibson
213 W 37th
Shawnee, OK 74804

ARMOURDALE BLK 5 N1/2 LOTS 7 THRU 10

John W Hamilton, Sr and D'Ann K Hamilton
214 W 36th
Shawnee, OK 74804

ARMOURDALE BLK 5 S1/2 LOTS 7 THRU 10

LS5 Residential, LLC
1010 E MacArthur St
Shawnee, OK 74804

Tracy Dutcher
PO Box 3072
Shawnee, OK 74802

Dale E Harden and Susan A Harden
302 W 36th St
Shawnee, OK 74801

Bob J McDonald
306 W 36th
Shawnee, OK 74804

Michael Ware
1614 Denison Dr
Norman, OK 73069

TW9 Rentals, LLC
4007 N Aydelotte
Shawnee, OK 74804

Donald G. London and Patricia A London 2011
Revocable Trust
3 Castle Creek Pl
Shawnee, OK 74804

Silverthorne Properties, LLC
8 Turkey Knob
Shawnee, OK 74804

Amanda MacTavish
328 W 36th
Shawnee, OK 74804

Corine Knowlton
PO Box 365
Shawnee, OK 74802

Hazaretali Wushur
4023 Autumn Pines Tr
Houston, TX 77084

Bierd Properties, LLC
PO Box 201
Shawnee, OK 74802

Lela Delozier
304 W 37th
Shawnee, OK 74804

Wingo Family Properties, LLC
67 Sequoyah
Shawnee, OK 74801

ARMOURDALE BLK 5 LOTS 11 & 12

ARMOURDALE BLK 5 LOTS 13 THRU 16

ARMOURDALE BLK 6 LOTS 1 & 2

ARMOURDALE BLK 6 LOTS 3 & 4

ARMOURDALE BLK 6 LOTS 5 & 6

ARMOURDALE BLK 6 LOTS 7 & 8

ARMOURDALE BLK 6 LOTS 9 & 10 & E12 1/2 ' LOT 11

ARMOURDALE BLK 6 W12 1/2' LOT 11 & ALL LOTS
12 & 13

ARMOURDALE BLK 6 LOTS 14 THRU 16

ARMOURDALE BLK 7 LOTS 1 THRU 3

ARMOURDALE BLK 7 LOTS 4 THRU 6

ARMOURDALE BLK 7 LOTS 7 & 8 & E10' LOT 9

ARMOURDALE BLK 7 W15' LOT 9 & ALL LOT 10 &
E20' LOT 11

ARMOURDALE BLK 7 W5' LOT 11 & ALL LOTS 12
THRU 14

Cathy L Street and Debra Garcia
14051 Carnell St.
Whittier, CA 90605

ARMOURDALE BLK 7 LOTS 15 THRU 17 & E5' LOT
18

Leon Conkling and Susan F Conkling
3701 N Kickapoo
Shawnee, OK 74804

ARMOURDALE BLK 7 W20' LOT 18 ALL 19 & 20 &
E10' LOT 21

Leon A Conkling
3701 N Kickapoo
Shawnee, OK 74804

ARMOURDALE BLK 7 BEG SW/C LOT 25 TH N27.65'
E37.42' N57.31' E77.58' S84.70' W115' POB

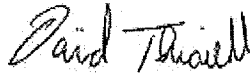
Richard G Davis and Landa W Davis Trust
15 Cedar Creek
Shawnee, OK 74804

ARMOURDALE BLK 7 BEG 27. 65' N SW/C LOT 25 TH
EAST 37.42' N57.31' E77.58' N48.02' W115'
S104.35'POB

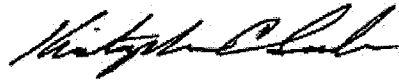
IN WITNESS WHEREOF, We have hereunto set our hand and seal at office in the City of Shawnee, Oklahoma,
this 30th day of April, 2021 at 07:00 AM.

ATTEST:

Smith Brothers Abstract & Title Co., LLC



David Thrailkill,
Abstractor License No.: 3211



President
Abstractor License No.: 1725

PZ-de-21

201900000583
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
01-22-2019 At 02:40 pm.
QCD 165.00

Return Recorded Instrument to:

Arthur Thompson
P.O. Box 450
Stroud, Oklahoma 74079

Instrument PG 1 OF 2
201900000583



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That HINSON INSURANCE AGENCY, INC. (the "Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and quitclaim unto HIA LEGACY, LLC, with a tax statement mailing address of P.O. Box 450, Stroud, Oklahoma 74079 (the "Grantee"), a certain tract of real property situated in ~~Lincoln~~ *Pottawatomie* County, Oklahoma, described as follows, to wit:

A tract of land described as beginning at a point 330 feet South of the Northwest Corner of the Southwest Quarter (NW/C SW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, thence East 660 feet; thence South 165 feet; thence West 660 feet; thence North 165 feet to the point of beginning, Pottawatomie County, Oklahoma,

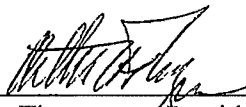
together with all the improvements thereon and appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the Grantee, and Grantee's successors and assigns forever.

EXECUTED and delivered this 31st day of December, 2018.

HINSON INSURANCE AGENCY, INC.,
an Oklahoma corporation

By:


Arthur Thompson, President

STATE OF OKLAHOMA

Pottawatomie County

Documentary Stamps: \$ 150.00

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 22 day of January, ²⁰¹⁹~~2018~~,
by Arthur Thompson, as President of Hinson Insurance Agency, Inc., an Oklahoma corporation.

Cheryl A. Stinnett
Notary Public

My Commission Expires: 05-19-2019

My Commission Number: 03008093
(SEAL)



ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, THENCE EAST 660 FEET; THENCE SOUTH 164 FEET; THENCE WEST 660 FEET; THENCE NORTH 165 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, FROM ZONING CLASSIFICATION C-2 (SUBURBAN OFFICE DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the ____ day of ____, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-2 (Limited Office District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District).

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, THENCE EAST 660 FEET; THENCE SOUTH 164 FEET; THENCE WEST 660 FEET; THENCE NORTH 165 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, FROM ZONING CLASSIFICATION C-2 (SUBURBAN OFFICE DISTRICT) AND R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of ____, 2021.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

17. a.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 001

City of Shawnee
2020-2021 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	40020			USE TAX	2,508,834.86	84,940.17	2,593,775.03
001	40030			ALCOHOLIC BEVERAGE TAX	200,000.00	16,344.25	216,344.25
001	40060			CIGARETTE TAX	190,000.00	31,479.36	221,479.36
001	40130			ONG FRANCHISE TAX	300,000.00	25,005.84	325,005.84
001	42010			LICENSES	15,000.00	70,399.00	85,399.00
001	43010			MUNICIPAL COURT FINES	375,000.00	45,419.38	420,419.38
001	43020			MUNICIPAL COURT COSTS	100,000.00	12,710.50	112,710.50
001	49140			TRANSFER FROM HOTEL/MOTEL FUND	4,300.00	500.00	4,800.00
001	49430			TRANSFER FROM POLICE SALES TAX FUND	382,786.10	51,172.27	433,958.37
001	49440			TRANSFER FROM FIRE SALES TAX FUND	382,786.10	51,172.27	433,958.37
001	48090			SALE OF SURPLUS PROPERTY	36,418.15	26,542.15	62,960.30
001	40010			SALES TAX	12,249,157.16	1,627,820.98	13,876,978.14
				Total	16,744,282.37	2,043,506.17	18,787,788.54

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0130-53100			LEGAL SERVICES	250,000.00	100,000.00	350,000.00
001	5-0210-53110			AUDITING SERVICES	86,780.00	33,220.00	120,000.00
001	5-0320-53510			SOFTWARE SUPPORT CONTRACTS	21,500.00	23,500.00	45,000.00
001	5-0410-53510			SOFTWARE SUPPORT CONTRACTS	5,650.00	14,350.00	20,000.00
001	5-0710-51010			REGULAR SALARIES	430,000.00	70,000.00	500,000.00
001	5-0930-52500			OTHER MATERIALS AND SUPPLIES	46,000.00	9,000.00	55,000.00
001	5-5030-56060			TRANSFER TO STREET FUND	550,000.00	1,518,164.67	2,068,164.67
001	5-0940-52100			FUEL, OIL & LUBRICANTS	1,500.00	18,500.00	20,000.00
001	5-0620-51550			WORKERS COMPENSATION	382,492.50	(42,492.50)	340,000.00
001	5-1130-53550			INSURANCE	-	4,000.00	4,000.00
001	5-0230-51010			REGULAR SALARIES	260,000.00	(35,000.00)	225,000.00
001	5-0510-53390			OTHER CONTRACTUAL SERVICES	250,000.00	(100,000.00)	150,000.00
001	5-1210-53390			OTHER CONTRACTUAL SERVICES	428,000.00	198,250.00	626,250.00
001	5-4010-51010			REGULAR SALARIES	128,291.61	16,708.39	145,000.00
				Total	2,840,214.11	1,828,200.56	4,668,414.67

Approved by the City Commission this

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. b.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 105 Spay/Neuter Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 105

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. c.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 106 Hotel/Motel Surcharge Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 106

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. d.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 107 Police Sales Tax Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 107

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. e.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 108 Fire Sales Tax Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 108

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. f.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 301 Capital Improvement Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 301

City of Shawnee
2020-2021 Budget Amendment
CAPITAL IMPROVEMENT FUND

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	40010			SALES TAX	2,373,274.27	126,725.73	2,500,000.00
				Total	2,373,274.27	126,725.73	2,500,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0620-54200			CAPITAL OUTLAY-BLDGS & IMPROV	-	16,500.00	16,500.00
301	5-0950-54200			CAPITAL OUTLAY-BLDGS & IMPROV	-	6,400.00	6,400.00
301	5-1210-54200			CAPITAL OUTLAY-BLDGS & IMPROV	90,000.00	85,000.00	175,000.00
301	5-5010-55200			DEBT SERVICE - INTEREST	39,716.50	33.50	39,750.00
				Total	129,716.50	107,933.50	237,650.00

Approved by the City Commission this _____

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. g.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 302 Street Improvement Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 302

City of Shawnee
2020-2021 Budget Amendment
STREET IMPROVEMENT FUND

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	40010			SALES TAX	2,679,503.07	120,496.93	2,800,000.00
				Total	2,679,503.07	120,496.93	2,800,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0920-54500			CAPITAL OUTLAY - EQUIPMENT	-	112,579.65	112,579.65
				Total	-	112,579.65	112,579.65

Approved by the City Commission this _____

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. h.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 303 2018 Capital Improvement Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 303

City of Shawnee
2020-2021 Budget Amendment
2018 CAPITAL IMPROVEMENT FUND

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
303	40010			SALES TAX	3,062,289.29	200,000.00	3,262,289.29
				Total	3,062,289.29	200,000.00	3,262,289.29

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
303	5-0620-54210			CAPITAL OUTLAY - POLICE STATION	2,800,000.00	100,000.00	2,900,000.00
303	5-0960-54500			CAPITAL OUTLAY- EQUIPMENT	-	92,000.00	92,000.00
				Total	2,800,000.00	192,000.00	2,992,000.00

Approved by the City Commission this _____

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. i.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 350 Aquatic Center Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 350

City of Shawnee
2020-2021 Budget Amendment
AQUATIC CENTER

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
350	45320			DAILY ADMISSION	67,500.00	16,500.00	84,000.00
350	45330			SEASON PASSES	30,000.00	12,000.00	42,000.00
350	46020			AQUATIC CENTER/ROOM RENTAL	11,000.00	8,000.00	19,000.00
350	48250			REFUNDS & REIMBURSEMENT	-	1,187.64	1,187.64
350	49010			TRANSFER FROM GENERAL FUND	202,366.73	8,000.00	210,366.73
				Total	310,866.73	45,687.64	356,554.37

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
350	5-0960-51030			PART-TIME SALARIES	150,000.00	10,000.00	160,000.00
350	5-0960-52030			FOOD & KITCHEN SUPPLIES	25,600.00	4,400.00	30,000.00
350	5-0960-53020			REPAIR & MAINT. - BLDGS	5,000.00	10,000.00	15,000.00
350	5-0960-53780			MISC. OTHER SERV. & CHGS	2,000.00	13,000.00	15,000.00
				Total	182,600.00	37,400.00	220,000.00

Approved by the City Commission this _____

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

Approved:

Mayor _____

Attest: _____

City Clerk _____

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

17. j.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 701 Library Fund – Clean-up of Fiscal Year 2020-2021 budget.

Attachments

Fund 701

City of Shawnee
2020-2021 Budget Amendment
LIBRARY FUND

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
701	49010				115,191.79	10.84	115,202.63
				Total	115,191.79	10.84	115,202.63

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
				Total	-	-	-

Approved by the City Commission this _____

Explanation of Budget Amendment:
Final clean-up of FY 2020-2021 budget.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

18. a.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To adjust revenue for Scribner's error and training budgets for Police Department, and budgeting for the LEPC grant.

Attachments

Fund 001

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Explanation of Budget Amendment:
Adjust revenue for scribner's error, training and supply budgets for the police department, and budgeting for the LEPC grant.

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

18. b.

Meeting Date: 07/19/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 301 Capital Improvement Fund – To provide for wildland gear.

Attachments

Fund 301

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

19.

Meeting Date: 07/19/2021

Sales Tax and Budget Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax Report

Budget Report



Date: July 19, 2021
To: Honorable Mayor and City Commissioners
From: Chance Allison, City Manager
Subject: July Sales and Use Tax Deposit

Sales and Use Tax Collections: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in July consist of June estimates and May final reported collections. Any taxes collected for months prior to May will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

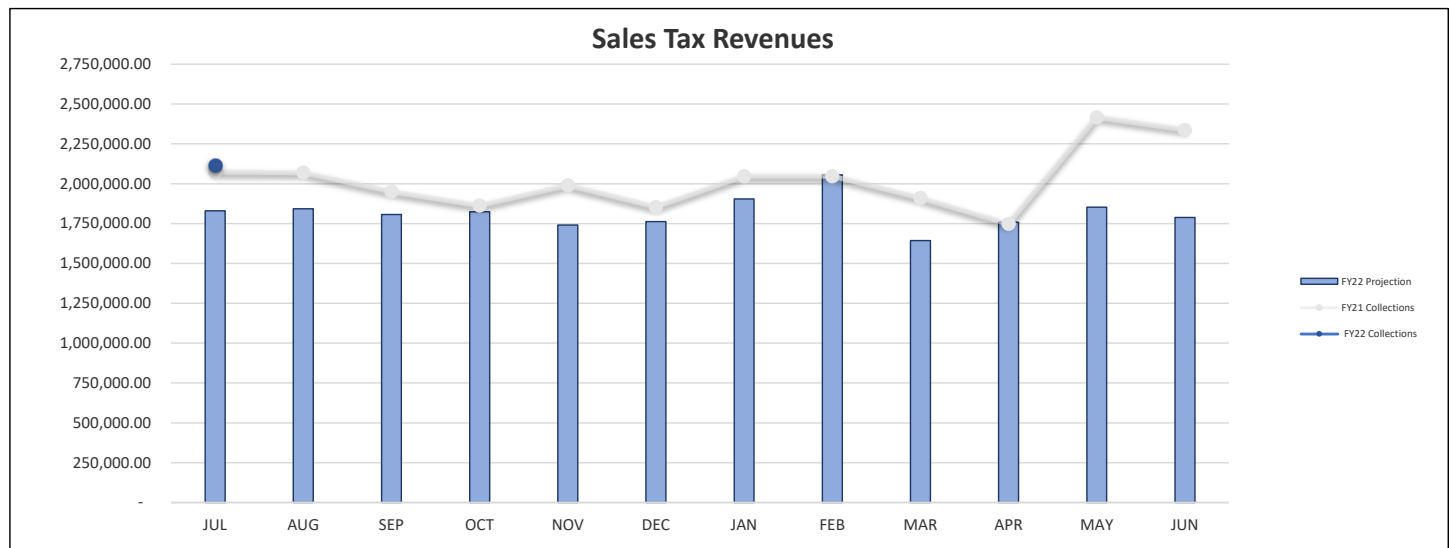
The July sales tax deposit was \$2,116,057.95, including interest of \$1,091.78, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,209,175.96
2018 Capital Improvements Fund	302,293.99
Capital Improvements Fund	234,277.85
Street Improvements Fund	264,507.24
Economic Development Fund	30,229.41
Police Sales Tax Fund	37,786.75
Fire Sales Tax Fund	37,786.75
Total Sales Taxes Collected	<u><u>\$ 2,116,057.95</u></u>

Finance Department Report:

Sales and use tax collections totaled \$2,384,679.97 for July 2021. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$286,430 or 15.66%, over the projected budget year-to-date. Use tax collections are up approximately \$82,964, or 44.69%, over the projected budget year-to-date.

Fiscal Year 2021 Sales Tax Collections and Performance:

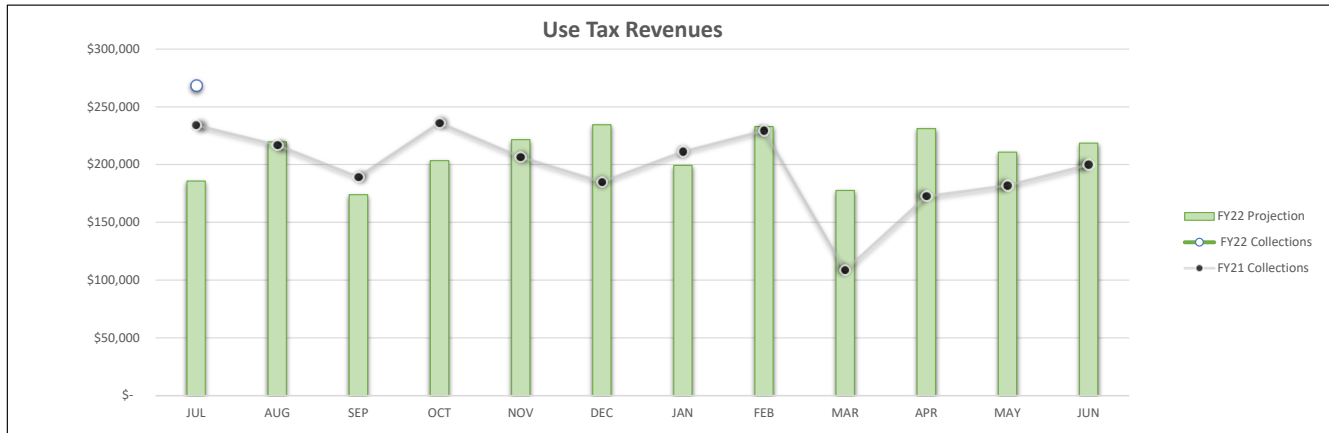


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (July 2021):	\$ 1,829,628	\$ 2,116,058	\$ 286,430	15.66%
Sales Tax Receipts (year-to-date):	\$ 1,829,628	\$ 2,116,058	\$ 286,430	15.66%

	July 2021	July 2020	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,116,058	\$ 2,072,872	\$ 43,186	2.08%

	Year To Date FY 2022	Year To Date FY 2021	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,116,058	\$ 2,072,872	\$ 43,186	2.08%

Fiscal Year 2021 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (July 2021):	\$ 185,658	\$ 268,622	\$ 82,964	44.69%
Use Tax Receipts (year-to-date):	\$ 185,658	\$ 268,622	\$ 82,964	44.69%

	July 2021	July 2020	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 268,622	\$ 223,664	\$ 44,958	20.10%

	Year To Date FY 2022	Year To Date FY 2021	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 268,622	\$ 223,664	\$ 44,958	20.10%

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

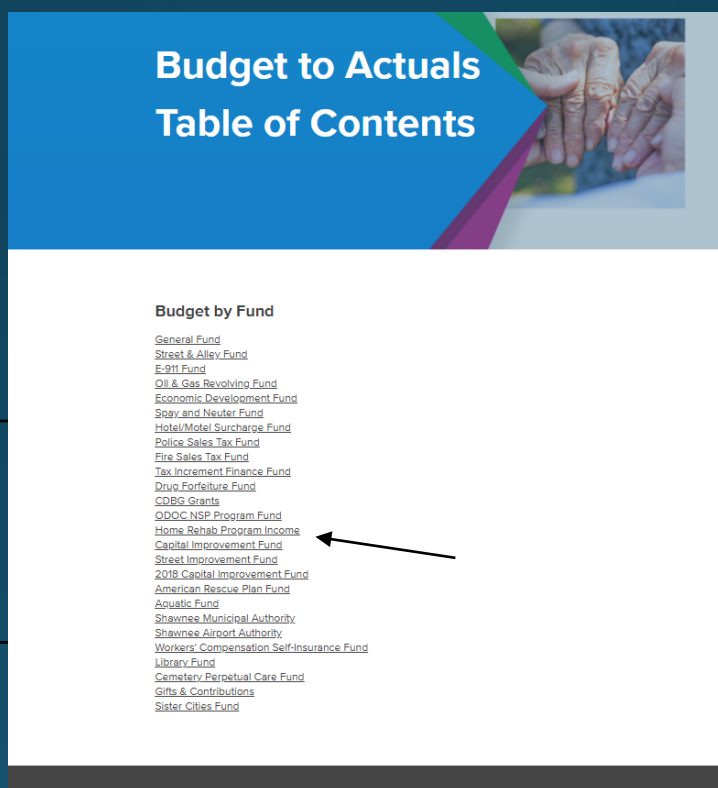
Please Note: OpenGov works best with Google Chrome.

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

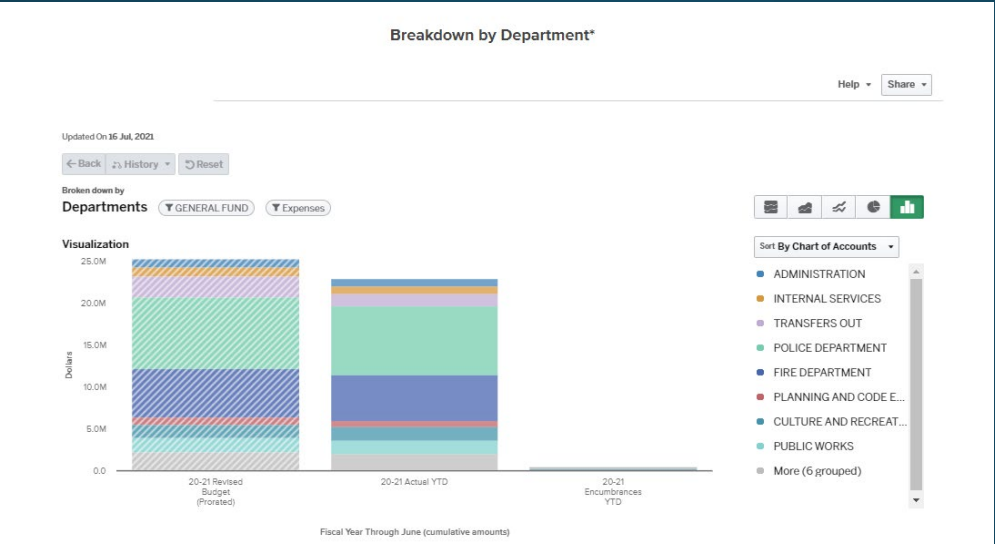


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

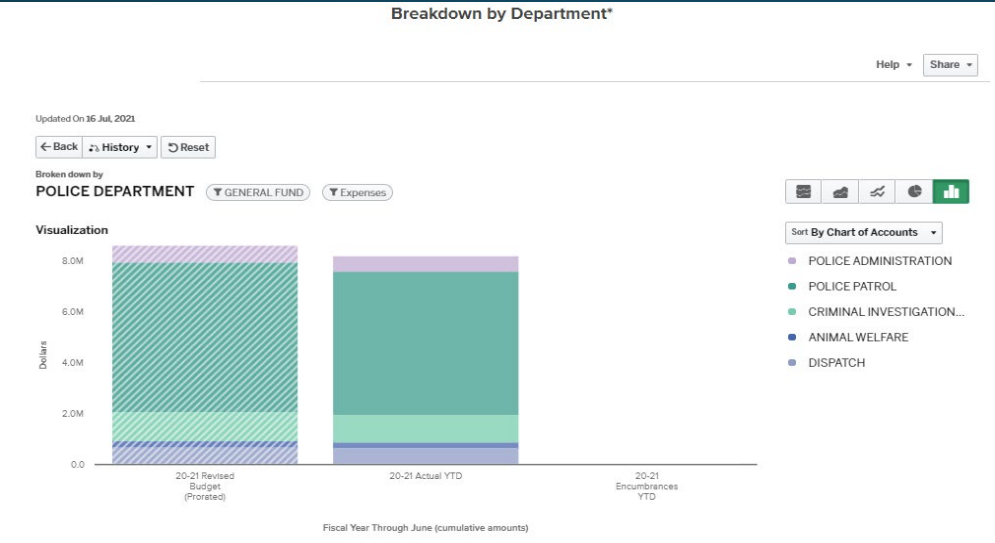
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

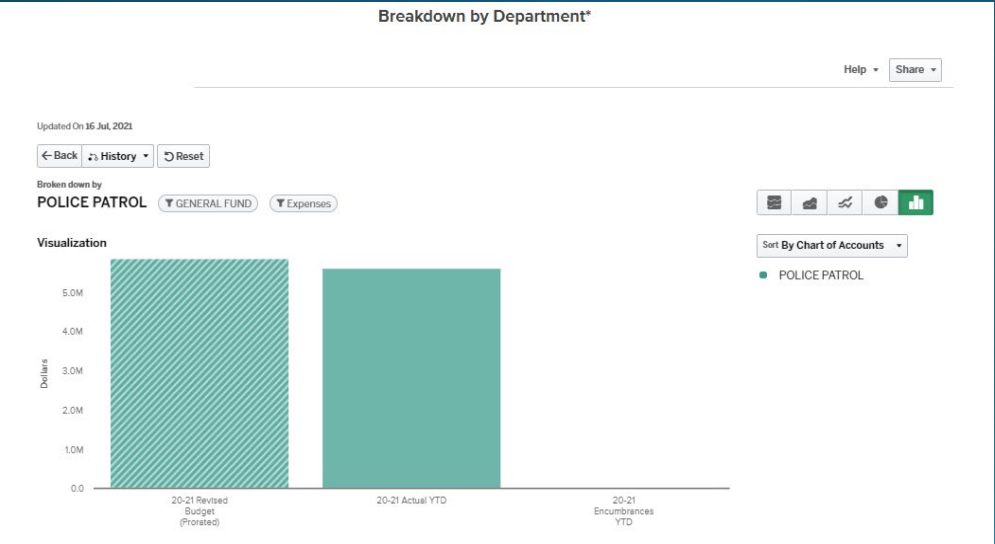
Initial View



Department Level

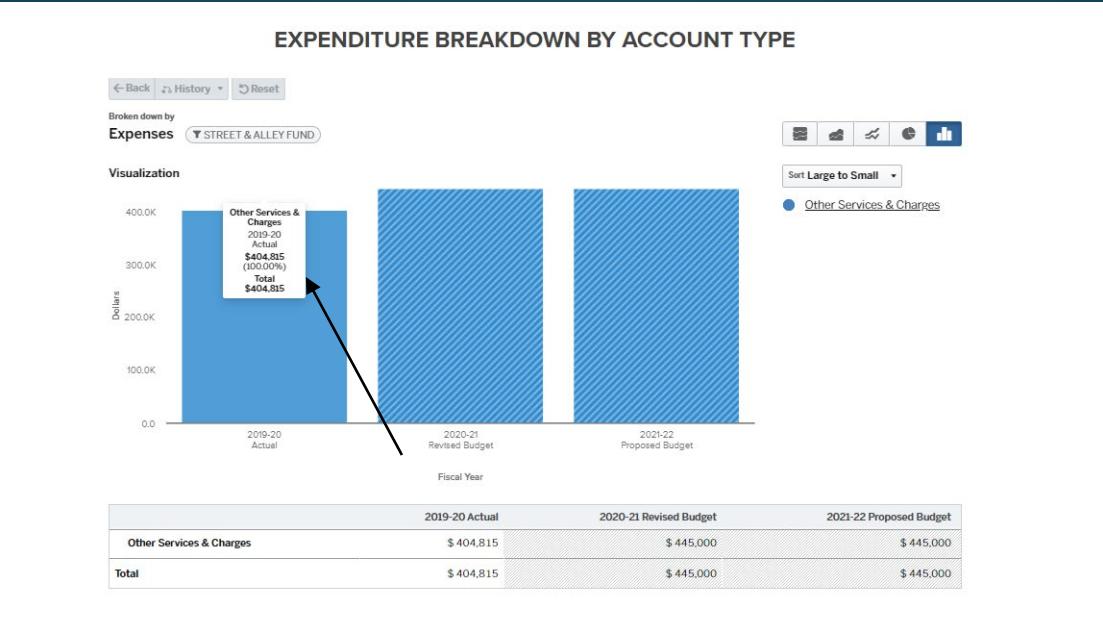


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

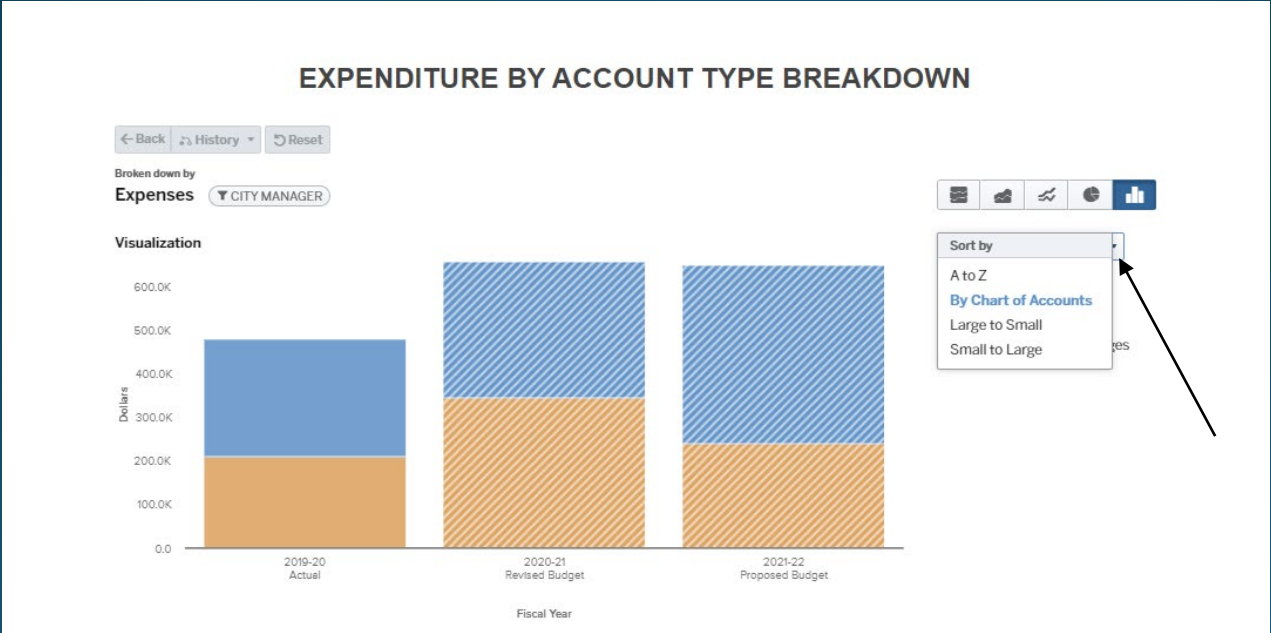


Sorting

Graphs may be sorted four ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Regular Board of Commissioners

20. a.

Meeting Date: 07/19/2021

Administrative Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Edward Byrnes Memorial Grant – Police Chief Mason Wilson

Attachments

Memo



City of Shawnee



Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: mwilson@shawneeok.org

FROM : Mason Wilson
Chief of Police

TO : Chance Allison
City Manager

SUBJECT : Edward Byrne's Memorial Assistance Grant

DATE : June 22, 2021

The Shawnee Police Department and the Pottawatomie County Sheriff's Office are partnering to obtain funding from the Department of Justice 2021 Edward Byrne's Memorial Grant. The grant is for \$28, 272.00 and will be divided equally between the agencies.

The Shawnee Police Department will receive \$14,136.00 and these funds will be used to purchase more body worn cameras.